



**NOTICE OF WORK SESSION AGENDA  
LANCASTER CITY COUNCIL  
JAMES R. WILLIAMS PUMP STATION  
TRAINING ROOM, 1999 JEFFERSON, LANCASTER, TEXAS**



**Monday, March 19, 2018 - 7:00 PM**

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**CALL TO ORDER**

1. Receive a presentation from Opportunity Strategies, LLC for the Strategic Planning Services for Request for Proposals (RFP) 2017-83.
2. Receive a presentation from The Azimuth Group for the Strategic Planning Services Request for Proposals (RFP) 2017-83.
3. Receive a presentation and discuss the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending September 30, 2017, as prepared by BKD LLP, CPAs and Advisors; the City of Lancaster's independent auditors.
4. Receive and discuss a presentation from Community Waste Disposal regarding refuse and recycling services.
5. Discuss and consider cost for City Attorney or someone from his firm appear to at every City Council Meeting.
6. Receive a presentation regarding FY 2018 projects completed by Youth Advisory Committee (YAC).
7. Receive a presentation regarding the 2017 Racial Profiling Analysis Annual Report.
8. Discuss and consider a Boundary Agreement between the City of Lancaster and the City of Wilmer.
9. Receive and discuss a presentation from staff providing an update on the Interlocal Agreement to provide animal shelter services to the City of Hutchins.

**ADJOURNMENT**

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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.

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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.

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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.

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#### **Certificate**

**I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on March 15, 2018 @ 6:45 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.**



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Sorangel O. Arenas  
City Secretary

## LANCASTER CITY COUNCIL

### City Council Work Session

1.

**Meeting Date:** 03/19/2018

**Policy Statement:** This request supports the City Council 2017-2018 Policy Agenda

**Goal(s):** Financially Sound Government  
Healthy, Safe & Engaged Community  
Sound Infrastructure  
Quality Development  
Professional & Committed City Workforce

**Submitted by:** Opal Mauldin-Jones, City Manager

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### **Agenda Caption:**

Receive a presentation from Opportunity Strategies, LLC for the Strategic Planning Services for Request for Proposals (RFP) 2017-83.

### **Background:**

The City of Lancaster advertised a RFP 2017-83 for Strategic Planning Services under the direction of the City Council. The RFP was published in the Focus Daily News, our official publication record, on November 17, 2017, November 19, 2017, November 23, 2017, November 26, 2017 and November 30, 2017.

The RFP was closed on December 28, 2017. There were 3 submittals received:

1. Opportunity Strategies, LLC
2. The Azimuth Group, Inc.
3. Corbett Mitchell Consulting

None of the submitted consultants were minority/women-owned business certified.

Only Opportunity Strategies, LLC and The Azimuth Group, Inc. have any experience working with a City Council.

Staff has checked vendor references for those two proposals.

Opportunity Strategies has provided strategic planning for one of the five cities listed in their proposal.

The Azimuth Group has over 100 cities, large and small, where they have provided City Council Strategic Planning.

Five (5) vendor references were sent out for each vendor. We received two (2) for Opportunity Strategies and four (4) for The Azimuth Group.

A memorandum was sent to Mayor & City Council on Thursday, January 25, 2018 with the information received from each reference.

Also, attached are the Specifications for the RFP 2017-83, Strategic Planning Services Proposals for

Opportunity Strategies and Azimuth Group.

City Council will receive a presentation regarding the process and method utilized to facilitate City Council Strategic Planning.

**Attachments**

Memorandum to Mayor & City Council for Strategic Planning Services RFP Dated January 25, 2018

Specifications for Strategic Planning Services (RFP 2017-83)

Opportunity Strategies, LLC Strategic Planning Services Proposal

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City of Lancaster  
OFFICE OF THE CITY MANAGER

211 N. Henry St. \* Lancaster, TX 75146 \* 972.218.1302 \* 972.218.0919 FAX  
www.lancaster-tx.com



**MEMORANDUM**

To: Mayor and City Council

From: Opal Mauldin-Jones, City Manager 

Date: January 25, 2018

CC: Rona Stringfellow, Assistant City Manager  
Angie Arenas, City Secretary  
Fabrice Kabona, Assistant to the City Manager  
Alton Dixon, Procurement Manager

Subject: Strategic Planning Request For Proposal – City Council Update

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Mayor and City Council:

The City of Lancaster advertised a Request for Proposal (2017-83) for Strategic Planning Services under the direction of the City Council. The RFP was published in the Focus Daily News our official publication record on November 17, 2017, November 19, 2017, November 23, 2017, November 26, 2017 and November 30, 2017.

The RFP was closed on December 28, 2017. There were 3 submittals received.

Opportunity Strategies, LLC  
The Azimuth Group, Inc.  
Corbett Mitchell Consulting

Only Opportunity Strategies, LLC and The Azimuth Group, Inc. have any experience working with a City Council. Staff has checked references for those two proposals. Opportunity Strategies has 1 city that they have worked with for City Council Strategic Planning out of the 5 cities on their list. The Azimuth Group has over 100 cities, large and small, that they have worked with City Council Strategic Planning. We sent out 5 references each for these two vendors, we received two for Opportunity Strategies and four for Azimuth Group. They are all attached.

Staff is seeking direction regarding next steps.

Please let me know if you have any questions.

Thank you.



City of Lancaster  
PURCHASING

PO Box 940 \* Lancaster, TX 75146 \* 972-218-1329 \* 972-218-3621 FAX  
[www.lancaster-tx.com/purchasing](http://www.lancaster-tx.com/purchasing)



January 08, 2018

Good afternoon. The City of Lancaster is conducting Vendor Reference Checks as part of our proposal review. This proposal was to solicit vendors to provide Strategic Planning Services for City Council. You have been listed as a reference for: Opportunity Strategies, LLC

Please take a few moments to answer the questions below and respond directly to this email. Please respond by Monday January 22, 2018 to have your response considered.

- 1) Are you satisfied with the vendors performance? YES
- 2) How long have you utilized the vendors services? 10 months
- 3) Would you consider using this vendor again? YES
- 4) Have you had any billing or invoice issues with this vendor? NO
- 5) Do you have any concerns with the company and the services provided? NO

Should you have any questions or need assistance, please contact me at [adixon@lancaster-tx.com](mailto:adixon@lancaster-tx.com).

Sincerely,

Alton Dixon  
Purchasing Agent

From the City of Lampasas  
Mandy Walsh  
(972) 983-1411  
[www.LampasasEDC.com](http://www.LampasasEDC.com)



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January 08, 2018

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Please take a few moments to answer the questions below and respond directly to this email. Please respond by Monday January 22, 2018 to have your response considered.

- 1) Are you satisfied with the vendors performance? Yes
- 2) How long have you utilized the vendors services? One time in 2016 for the creation of our organization's strategic plan.
- 3) Would you consider using this vendor again? Yes
- 4) Have you had any billing or invoice issues with this vendor? No
- 5) Do you have any concerns with the company and the services provided? No

Should you have any questions or need assistance, please contact me at [adixon@lancaster-tx.com](mailto:adixon@lancaster-tx.com).

Sincerely,

Alton Dixon  
Purchasing Agent

Joe Gudenrath Executive Director  
El Paso Downtown District email:[jgudenrath@elpasodmd.org](mailto:jgudenrath@elpasodmd.org)



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January 08, 2018

Good afternoon. The City of Lancaster is conducting Vendor Reference Checks as part of our proposal review. This proposal was to solicit vendors to provide Strategic Planning Services for City Council. You have been listed as a reference for: Azimuth Group

Please take a few moments to answer the questions below and respond directly to this email. Please respond by Monday January 22, 2018 to have your response considered.

- 1) Are you satisfied with the vendors performance? Yes.
- 2) How long have you utilized the vendors services? From approximately 2014-2017.
- 3) Would you consider using this vendor again? Yes.
- 4) Have you had any billing or invoice issues with this vendor? No.
- 5) Do you have any concerns with the company and the services provided? No.

Should you have any questions or need assistance, please contact me at [adixon@lancaster-tx.com](mailto:adixon@lancaster-tx.com).

Sincerely,

Alton Dixon  
Purchasing Agent

Sara Higgins, Strategic Planning Project Coordinator  
Ann Arbor City Administrator's Office email:[shiggins@a2gov.org](mailto:shiggins@a2gov.org)



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Please take a few moments to answer the questions below and respond directly to this email. Please respond by Monday January 22, 2018 to have your response considered.

- 1) Are you satisfied with the vendors performance? Yes
- 2) How long have you utilized the vendors services? 2017
- 3) Would you consider using this vendor again? Yes
- 4) Have you had any billing or invoice issues with this vendor? No
- 5) Do you have any concerns with the company and the services provided? No concerns excellent service

Should you have any questions or need assistance, please contact me at [adixon@lancaster-tx.com](mailto:adixon@lancaster-tx.com).

Sincerely,

Alton Dixon  
Purchasing Agent

Darron Leiker City of Wichita Falls  
Email: [darron.leiker@wichitafallstx.gov](mailto:darron.leiker@wichitafallstx.gov)



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January 08, 2018

Good afternoon. The City of Lancaster is conducting Vendor Reference Checks as part of our proposal review. This proposal was to solicit vendors to provide Strategic Planning Services for City Council. You have been listed as a reference for: Azimuth Group

Please take a few moments to answer the questions below and respond directly to this email. Please respond by Monday January 22, 2018 to have your response considered.

- 1) Are you satisfied with the vendors performance? Yes, very satisfied
- 2) How long have you utilized the vendors services? for 2-3 years
- 3) Would you consider using this vendor again? Yes definitely
- 4) Have you had any billing or invoice issues with this vendor? none
- 5) Do you have any concerns with the company and the services provided? none

Should you have any questions or need assistance, please contact me at [adixon@lancaster-tx.com](mailto:adixon@lancaster-tx.com).

Sincerely,

Alton Dixon  
Purchasing Agent

Adrienne Lothery, CGFO  
Assistant City Manager City of Colleyville email:[alothery@colleyville.com](mailto:alothery@colleyville.com)



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January 08, 2018

Good afternoon. The City of Lancaster is conducting Vendor Reference Checks as part of our proposal review. This proposal was to solicit vendors to provide Strategic Planning Services for City Council. You have been listed as a reference for: Azimuth Group

Please take a few moments to answer the questions below and respond directly to this email. Please respond by Monday January 22, 2018 to have your response considered.

- 1) Are you satisfied with the vendors performance? Yes, we have used Mr. David Eisenlohr for two consecutive years for City Council's Annual retreat (2016 and 2017).
- 2) How long have you utilized the vendors services? We have used Azimuth for two consecutive years.
- 3) Would you consider using this vendor again? Yes.
- 4) Have you had any billing or invoice issues with this vendor? No.
- 5) Do you have any concerns with the company and the services provided? No. Mr. Eisenlohr did a very good job in facilitating the City Council's annual retreat. He met with each council member individually prior to the retreat to get their input and concerns, and met with executive staff as well prior to the retreat. He provided a summary report following the retreat, capturing the Council's goals and priority objectives.

Should you have any questions or need assistance, please contact me at [adixon@lancaster-tx.com](mailto:adixon@lancaster-tx.com).

Sincerely,

Alton Dixon  
Purchasing Agent

Kevin Hugman City Manager Duncanville  
[khugman@duncanville.com](mailto:khugman@duncanville.com)



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January 08, 2018

Good afternoon. The City of Lancaster is conducting Vendor Reference Checks as part of our proposal review. This proposal was to solicit vendors to provide Strategic Planning Services for City Council. You have been listed as a reference for: Azimuth Group

Please take a few moments to answer the questions below and respond directly to this email. Please respond by Monday January 22, 2018 to have your response considered.

- 1) Are you satisfied with the vendors performance? Yes.
- 2) How long have you utilized the vendors services? We are preparing for the third annual City Council retreat on 2/9 conducted by the Azimuth Group. We also used them about five years ago to do an operational audit of our Municipal Court.
- 3) Would you consider using this vendor again? Yes.
- 4) Have you had any billing or invoice issues with this vendor? No.
- 5) Do you have any concerns with the company and the services provided? No. We have been very satisfied.

Should you have any questions or need assistance, please contact me at [adixon@lancaster-tx.com](mailto:adixon@lancaster-tx.com).

Sincerely,

Alton Dixon  
Purchasing Agent

Susan Alanis  
Assistant City Manager  
City Manager's Office  
1000 Throckmorton Street, Fort Worth, TX 76102  
(817) 392-8180  
[Susan.Alanis@fortworthtexas.gov](mailto:Susan.Alanis@fortworthtexas.gov)



## **SPECIFICATIONS**

**The City of Lancaster is seeking qualifications and proposals from a consultant to assist City Council in completing a strategic plan and conduct a team building workshop.**

### **BACKGROUND**

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Founded in 1852 as a frontier post, Lancaster is only 15 minutes from downtown Dallas and strategically placed adjacent to the south sector of the Dallas city limits in the convergence of three interstate highways IH-20, IH-35, and IH-45. Lancaster serves 37,730 residents and encompasses approximately 33.133 square miles. Median age is 33.2 years old.

The City of Lancaster is a Home Rule City governed by a seven (7) member City Council. Six (6) Councilmembers are elected by district for three (3) year terms. The Mayor is elected at large for a three (3)-year term. The City functions as a Council/Manager form of government with the administrative responsibilities vested with the City Manager. The City Council appoints the City Manager, City Attorney, Municipal Court Judge and the City Secretary.

### **MISCELLANEOUS**

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The submission of a proposal shall be evidence that the proposer has full knowledge of the scope, nature, quantity, and quality of work to be performed, the detailed requirements of the specifications, and the conditions under which the work is to be performed.

The City reserves the right to conduct personal interviews with any or all proposers prior to selection. The City will not be liable for any costs incurred by the Proposer in connection with such interview, including travel, accommodations, etc.

All materials submitted as response to this RFQ/P shall become the property of the City of Lancaster and shall be subject to open records laws.

### **SCOPE OF SERVICE**

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The purpose of this Request for Qualifications and Proposal is to identify and select a qualified facilitator with demonstrated expertise as a facilitator for a workshop for City Council strategic planning and to lead team building activities for City Council members.

The City Council typically conducts an annual three day strategic planning workshop. Generally day one consists of group discussion with the City Manager, City Secretary and one-on-one discussions with Councilmembers. Day two and three generally consist of a group workshop with the Mayor, Councilmembers, City Manager and City Secretary.

The 2018 workshop has not been scheduled yet, but Council does have a preference for June.

The selected facilitator will prepare and work with the City Manager's office and the City Secretary to develop a program to best serve the needs of the City Council in identifying and ranking priorities, objectives and strategies, both short and long term for the policy agenda (set by City Council) and management agenda (set by City Manager's office) to achieve the goals of the City Council. The facilitator will prepare a report of the workshop proceedings.

The selected facilitator will lead City Council in their annual review of City Council rules and Procedures, helping to identify areas that may need amending and building consensus among councilmembers regarding the rules and procedures.

In addition, the facilitator will identify and lead team building activities designed to promote effective communications and an understanding of expectations among Councilmembers and the City Manager and City Secretary to enhance team work in policy development and decision making. Specific team building activities should be outlined in the proposal.

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## MINIMUM QUALIFICATIONS

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This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified to be considered for award of the bid. Specific responses to each must be uploaded to the e-procurement system. It is the responsibility of the proposer to ensure all forms and proposal documents have been uploaded. Vendors that have not submitted all required forms will be considered unresponsive.

It is expected that the successful firm will exceed these qualifications. Firms shall:

1. Have provided services similar to those specified herein to at least five (5) governmental clients (preferably local governmental entities) in the past three (3) years.

## SUBMISSION REQUIREMENTS

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Upload the information below into the City's e-procurement system in the tab "Response Attachments". Hard copies will not be accepted. Please do not merge attachments into one file.

The proposal must be organized using the following format:

**Attachment A:** Letter of Understanding and authorization to submit proposal.

Attachment A must be signed by an official authorized to bind the vendor and shall contain the following:

- Statement that the proposal is firm for 60 days.
  - The names of each sub-consultant that will be used to complete the proposed work.
  - Contact information for the binding official
  - Contact information for the primary contact
- Acknowledgement that the project can be completed within the time constraints listed in the RFP.

### Attachment B

#### Experience and References

- List those projects your firm has completed within the past three (3) years that are similar to those requested by this RFP. Special attention should be given to projects your firm has completed for other governmental entities. Include organization name, address, persons to contract, telephone number, e-mail address, a brief description of the project completed by your firm, and date completed.
- Describe your firm's qualifications for this engagement based on the above references.
- Describe the experience of the firm with strategic planning sessions and team building. Please address any applicable federal, state and other laws, if any.

#### Key personnel

- Describe your firm's organizational structure with respect to providing strategic planning services to the City and include a personnel list that includes: the person's name, title, project assignments, years of experience and any other qualifications relevant to the City's project.

#### Narrative on project approach.

- Describe the schedule of events necessary to complete this project clearly defining the roles of all involved parties. Outline familiarity with the project and identify critical or unique issues specific to this project. Outline a communications process and explain unique approaches used elsewhere.

### Attachment C Cost.

- Identify all costs related directly or indirectly to this project, including, but not limited to employee classification, hourly rate, travel time, out-of-pocket expenses, fixed fees etc. A total maximum price not to exceed for the service shall be included.

### Task/Personnel Breakdown.

- Describe task and estimated total hours to complete task. List the personnel classification responsible for task and estimated hours per personnel classification by task, and total cost for complete project.
- Provide Expense breakdown and unit cost

## SELECTION PROCESS

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Submittals will be reviewed by staff to ensure a responsive submittal. Selection will be based on individual's approach, experience and listing of similar projects, references, and price. The evaluation will consist of 100 points as follows.

Points	Evaluation Criteria
35	Approach
25	Experience/Similar Projects
15	References
25	Price

## TERM

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The contract will be for the 2018 session and includes the option to renew the contract for up to three (3) additional annual sessions.

## PROFESSIONAL SERVICES AGREEMENT

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The agreement that may result from this request for qualification shall be based on an all-inclusive rate per session capped at a not-to-exceed maximum amount. ***The City will not reimburse expenses under this contract.***

Selected firm will be required to provide proof of insurance: comprehensive general and automobile liability, and statutory workers compensation insurance for all employees with a waiver of subrogation in favor of the City.

**Attachment A:**

We at Opportunity Strategies LLC want the Lancaster City Council, City Manager & its partners to have a practical and valuable Strategic Plan that your City Council, staff, constituents, and other stakeholders consider efficient, effective, and serves them and the community well.

We want to help you anticipate future needs while maintaining an ability to respond to current needs, all while maximizing taxpayer resources.

We will bring our own innovative spirit and couple it with sound best practices to help your team drive the process to fruition.

You get a customized Strategic Plan based on your unique situation and Lancaster's specific needs. You won't find the name of another client buried deep in a cut & paste cookie-cutter document. Every goal, every objective, and every strategy is a mix of your institutional knowledge, your existing circumstances and needs, and our 25 years of experience developing solutions for communities.

- **Validity Period:** This proposal, including its scope and fees, are valid through April 30, 2018.
- **Staffing Strategy:** The person who researched and wrote this proposal is the same one who will lead the effort and have sole responsibility for project delivery. Alysia A. Cook, PCED, IOM is who you will initially meet and is the only person you'll work with on this project. There will be no sub-contractors or sub-consultants for this project.
- **Binding Official & Primary Contact:**  
Alysia A. Cook, PCED, IOM  
Owner  
Opportunity Strategies LLC  
P.O. Box 50101  
Austin, TX 78763  
  
Phone: 512-963-2263  
Email: [alysia@OpportunityStrategies.com](mailto:alysia@OpportunityStrategies.com)  
Website: [OpportunityStrategies.com](http://OpportunityStrategies.com)

**Attachment A (continued:)**

- This project can be completed within the time stated within the RFP. The consultant understands the preference for June 2018 and is willing to work with the client to select dates and times that work best. There will be three days of the strategic planning workshop, then the electronic draft will be submitted to the client within 30 days of the final workshop day. The client will make any modifications to the draft and Opportunity Strategies agrees to submit a final Strategic Plan within 7 days of receiving any modifications.

**Attachment B:**

**Experience and References**

- The following are 5 similar projects completed by Opportunity Strategies LLC in the past 3 years:

1. City of Seguin, Texas

P.O. Box 591

Seguin, TX 78156

Contact: City Manager Doug Faseler or Mayor Don Keil

830-401-2302

[dfaseler@seguintexas.gov](mailto:dfaseler@seguintexas.gov)

Description: The City of Seguin received professional facilitation and strategic planning services that included the development of a set of specific goals, objectives, strategies, action steps, and metrics for a 2-year 2017-2018 Strategic Plan. Participants included all members of the Seguin City Council, City Management Staff, and all Department Directors.

Workshop: February 2017

Completed: March 2017

2. City of El Paso

Downtown Management District

201 E. Main Street, Suite 107

El Paso, TX 79912

Contact: Downtown Director Joe Gudenrath

915-400-2294 x101

[jgudenrath@elpasodmd.org](mailto:jgudenrath@elpasodmd.org)

Description: The City of El Paso Downtown Management District received professional facilitation and strategic planning services that included an Economic Development Workshop, the development of a set of specific goals, objectives, strategies, and metrics for a 3-year 2016-2018 Strategic Plan. The two-day planning retreat began with executive level and one-on-one discussions on the first day, then group strategic planning on the second day.

Workshop: March 2016

Completed: April 2016

**Attachment B (continued:)**

3. Lampasas Economic Development Corporation  
312 E 3rd St.  
Lampasas, TX 76550  
Contact: Economic Development Director Mandy Walsh or Mayor Misti Talbert  
Mayor Talbert: [misti@cityoflampasas.com](mailto:misti@cityoflampasas.com) , 512-734-2107  
Director Walsh: [mandy@cityoflampasas.com](mailto:mandy@cityoflampasas.com), 972-983-1411

Description: The City of Lampasas received professional facilitation and strategic planning services that included an Economic Development Workshop, and the development of a set of specific goals, objectives, strategies, and metrics for a 1-year Strategic Plan for the EDC. The participants included elected officials, EDC board of directors, City staff leadership and invited guests.

Workshop: July 2017

Completed: August 2017

4. City of Woodstock, Georgia  
Office of Economic Development &  
Downtown Development Authority  
One Innovation Way  
Woodstock, GA 30188  
Contact: Downtown Program Manager Mitzi Saxon  
770-592-6056  
[msaxon@woodstockga.gov](mailto:msaxon@woodstockga.gov)

Description: The City of Woodstock received professional facilitation and strategic planning services that included the development of a set of specific goals, strategies, tactics, and metrics for a 2-year Strategic Plan (2016-2017) for Downtown Woodstock.

Workshop: April 2016

Completed: May 2016



**Attachment B (continued:)**

5. City of Brady, Texas  
Economic Development Corporation  
201 East Main  
P.O. Box 351  
Brady, TX 76825  
Contact: Peter Lamont  
325-597-2152, ext. 211  
<mailto:plamont@bradytx.us>

Description: The City of Brady received professional facilitation and strategic planning services that included Economic Development education for elected officials, the EDC board, City staff, and all involved in the economic development process at the City. The 2-day planning retreat also included mission development, vision development, a SWOT Analysis, and a 3-year (FY 2018-2020) Strategic Plan. The Strategic Plan process included goal development, creation of strategies, development of specific action steps and metrics/key performance indicators, accountability areas (who will be responsible for what,) and timetables, as well as team building.

Workshop: July 2017

Completed: August 2017

- **Qualifications:**

Alysia A. Cook, PCED, IOM, Principal of Opportunity Strategies LLC. Her specific skills include professional facilitation, including community strategic planning sessions, community and economic development organization and chamber of commerce board retreats. She has designed and presented hundreds of training programs for elected officials, economic developers, chambers, downtowns, community leaders, adult and youth leadership groups, and volunteers. She is skilled at helping communities develop meaningful goals and the implementation guides to help them actually achieve those goals.

Alysia is an international public speaker. She has been a professional facilitator for 25 years, serving many communities throughout North America and the Caribbean. For five years, she served as a curriculum developer and instructor while a member of the faculty of the Georgia Academy for Economic

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**Attachment B (continued:)**

Development, an 8-day regional training program encouraging multi-county collaboration. She has facilitated in the Georgia Governor's Mansion on multiple occasions for both Democrat and Republican Governors of Georgia. She currently serves as a curriculum developer and instructor at the Texas Basic Economic Development Course and has for 14 years. Alysia serves on the faculty of the United States Chamber of Commerce Institute of Organizational Management. She is a curriculum developer and instructor for the Community Development Institute. She is a member of the Texas Economic Development Council (TEDC,) the Texas Chamber of Commerce Executives (TCCE,) the Association of Chamber of Commerce Executives (ACCE,) and serves on the board of directors of the Texas Downtown Association (TDA.) In 2000, she completed the Program on Negotiation for Senior Executives at Harvard Law School.

A native of Shreveport, Louisiana, Alysia graduated from Louisiana State University in Shreveport, where she earned a Bachelor of Science degree in Marketing. She is a 1994 graduate of the Basic Economic Development Course at Texas A&M University, a 1997 graduate of the Economic Development Institute (EDI) at the University of Oklahoma, a 2002 graduate of the U.S. Chamber of Commerce's Institute for Organization Management (IOM/Chamber Institute,) and a 2009 graduate of Community Development Institute (CDI.) Alysia earned her Professional Community & Economic Developer (PCED) certification in 2009 from the Community Development Council.

- Experience:

Opportunity Strategies LLC specializes in strategic planning, organizational management and operations improvements, customized economic development training, team building and professional facilitation services.

Our clients include municipal and state governments, economic development organizations, chambers of commerce, non-profits, associations, and businesses. Many of our clients are repeat customers. They turn to us to assist in their organizational needs each year as new leaders are elected or appointed and new goals developed.

**Attachment B (continued:)**

Our repeat clients trust us because they have seen goals accomplished, leaders and teams developed, staff improved, productivity increased, and revenues grown because of our training, facilitation, and planning services.

We have experience developing municipal and economic development strategy for communities in many states from 1993 through today.

Small in-state firm delivers increased efficiencies – meaning you get better results at a lower cost.

We offer superior client service with on-time, on-budget, on-point communications and deliverables.

We are committed to value.

We are enthusiastic to serve the City of Lancaster!

**Key Personnel**

- Alysia A. Cook, PCED, IOM is the only consultant who will be working on this project. She is the founder and owner of Opportunity Strategies LLC. She has 25 years of experience and qualifications are listed above.

**Narrative on Project Approach**

- This Strategic Planning Process will consist of a 3-day holistic approach.

Day One: Group Discussion with the City Manager, City Secretary, and one-on-one discussions with the Mayor and each Councilmember. These discussions will include the facilitator asking each participant a series of questions. Examples of questions could be: What are your long-term goals for the City of Lancaster? What are your short-term goals for the City of Lancaster? What do your district constituents want to happen? If money were no object, what is your greatest dream for Lancaster? What is wasteful here? Tell me how you think relationships can be improved to create efficiencies and leverage assets. What are the top barriers to success? What are Critical Success Factors to implementation of a strategic plan? What are your core values/guiding principles? Etc.

**Attachment B (continued:)**

Days Two & Three: Group Workshop with the Mayor, Councilmembers, City Manager, and City Secretary. During these two days, the facilitator will share some aggregated information gathered during the confidential discussions from the previous day. She will share areas of idea overlap as well as idea outliers without revealing the sources of information. She will review the Mission and Vision Statements of the City if they exist or can facilitate the crafting of an update to either or both. She will use various professional facilitation techniques to identify and prioritize goals that are important to the participants. She will work with the team to hone specific goals in a manageable size, then help them develop specific strategies for each goal. These strategies will include short-term and long-term goals for both the policy agenda and the management agenda. Each of those strategies will include objectives that can be measured by KPIs (Key Performance Indicators.)

Also during this 2-day portion, the facilitator will lead the team in their annual review of the City Council Rules and Procedures document. The facilitator will guide the participants to consensus of any changes that need to be made to improve processes and/or efficiencies.

The facilitator will lead the participants through some team building activities designed to help them improve communications with one another and better understand expectations. She will discuss the elements of consensus building and each of the decision-making processes teams use. Opportunity Strategies recommends the use of the CliftonStrengths (formally known as Gallup Strengthsfinder.) The facilitator plans to administer a link to each participant a few weeks in advance of the retreat. Their answers to a series of questions will review each participant's Top 5 Strengths. For the purposes of this tool, "strengths" consist of the combination of a person's talents, knowledge, and skills. The facilitator will pre-chart each of the participants' strengths on a document to distribute at the retreat. She will lead the team through an exploratory journey into each other's strengths and how to leverage them for the good of the entire City. This will include how to work with each other based on these strengths and how to identify gaps in leadership for specific items in the future. The result is an improved understanding of who does what well, how to maximize success based on that, and how those strengths will be used later to successfully implement the upcoming strategic plan. She will reference these results throughout the entire process, so this is not just a static team building activity. It becomes a useful dynamic tool woven throughout the entire retreat. If

**Attachment B (continued:)**

the client wishes to not use this tool, the facilitator is happy to discuss other options.

The final deliverable will be a strategic plan that is a living document that is intended to be used regularly to track progress and measure results.

Opportunity Strategies LLC expects the City of Lancaster, City staff, and its representatives to provide timely accurate information as requested, support/encourage participation from other stakeholders, and offer constructive feedback throughout the process.

### Attachment C:

#### Cost

- The costs include:
  - 3 Days Professional Facilitation including full preparation and electronic deliverable:  $\$2997 \times 3 = \$8991$
  - CliftonStrengths Tool:  $\$20 \times 9$  participants:  $\$180$
  - Lodging Estimate:  $\$150 \times 3 = \$450$
  - Mileage Estimate: 350 miles  $\times$   $\$.545$  (2018 IRS rate) =  $\$191$
  - Meals: None included; consultant pays for all her own meals and never charges the client
  - **Total:  $\$9812$**
- There is only one full-time employee at Opportunity Strategies LLC. Alysia A. Cook is the sole owner.
- This project is estimated to consist of about 60 hours total including research, preparation, CliftonStrengths, team building design, travel, actual facilitation, write-up, modifications, and final draft deliverable. 60 hours at  $\$8991$  fee equals about  $\$149.85/\text{hour}$ .
- All-inclusive total cost for this project as stated is  $\$9812$  and will not exceed that amount. Opportunity Strategies LLC understands this is a turnkey price and that the City will not reimburse expenses under this contract.
- If the client prefers paper hard-copy plans, 10 copies can be printed, bound, and shipped for  $\$200$  additional fee.

#### Terms

- This contract fee is good for the 2018 Planning Session and can be renewed at the same price for up to three additional years.
- The Client will pay  $\$1500$  deposit upon contract signing to hold the chosen dates.
- The Client will pay  $\$5000$  at the planning workshop.
- The Client will pay  $\$3312$  upon the submission of the electronic draft strategic plan which will be within 30 days of the retreat/workshop.

**Attachment C continued:**

- All preparation, facilitation, delivery, and documentation time is included in this proposal, as are all reasonable expenses unless otherwise specified in this contract.
- Client will also be responsible to issue applicable tax documentation: IRS Form 1099 to Opportunity Strategies LLC for income earned in each tax year that exceeds \$600. Opportunity Strategies LLC will provide appropriate tax documentation including Employer Identification Number (EIN) upon execution of the contract.

**VERIFICATION REQUIRED BY  
TEXAS GOVERNMENT CODE SECTION 2270.001**

Opportunity Strategies LLC (the "Company") hereby verifies that the Company:

1. Does not boycott Israel; and
2. Will not boycott Israel during the term of this contract.

**COMPANY NAME:** Opportunity Strategies LLC

**SIGNED BY:** 

**Print Name & Title:** Alysia A. Cook, Owner

**Date Signed:** December 27, 2017

For purposes of this Verification, the following definitions apply:

(1) The phrase "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) The word "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.



STATE OF TEXAS – FORM CIQ  
CONFLICT OF INTEREST QUESTIONNAIRE  
For A Vendor or Other Person Doing Business with the City of Lancaster

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose on this form the vendor name, person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the Purchasing Agent of the City of Lancaster not later than the 7<sup>th</sup> business day after the date the person becomes aware of the facts that require the statement to be filed.

Please return the completed form to City of Lancaster, Attn: Purchasing, PO Box 940, Lancaster, TX 75146

See Section 176.006 of the Local Government Code for further details. Note: A person commits an offense (Class C misdemeanor) if the person violates Section 176.006.

A City of Lancaster employee or officer is defined as a member of the Lancaster City Council, Lancaster Economic Development Corporation Board of Directors, Lancaster Recreational Development Corporation Board of Directors, Housing-Finance Corporation Board of Directors, and any employee of the City that makes purchasing decisions or recommendations regarding the use of funds of the City or said corporations.

1. Please provide the following information:

Company Name:	Opportunity Strategies LLC	Contact	Alyssa A Cook
Address:	1101 West 101st Avenue TX 76163	Phone	817 963 2263
Check this box if you are filing an update to a previously filed questionnaire.			

2. Name of each employee, official, or contractor of the City of Lancaster who makes purchasing decisions or recommendations regarding the use of funds of the City or corporations listed above and describe the business relationship with your firm.

Name	Affiliation or Business Relationship
NA	NA

Complete item 3 if you have listed someone in item 2. This section must be completed for each officer with whom the vendor/business (filer) has an affiliation or other relationship. Attach additional pages, if necessary.

3. Name of City of Lancaster officer with whom the vendor/business has affiliation or business relationship

NONE
------

A	Is the City of Lancaster employee or officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?	YES	<input checked="" type="radio"/> NO
B	Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the City of Lancaster officer named in this section and the taxable income is not from the City of Lancaster?	YES	<input checked="" type="radio"/> NO
C	Is the filer of this questionnaire affiliated with a corporation or other business entity that the City of Lancaster employee or officer serves as an officer or director or holds an ownership of 10 percent or more?	YES	<input checked="" type="radio"/> NO
D	Describe each affiliation or business relationship: <i>n/a</i>		

4. Signature

*Alyssa A Cook*  
Signature of person doing business  
with the City of Lancaster (filer)

*December 27, 2017*  
Date



## LANCASTER CITY COUNCIL

### City Council Work Session

2.

**Meeting Date:** 03/19/2018

**Policy Statement:** This request supports the City Council 2017-2018 Policy Agenda

**Goal(s):** Financially Sound Government  
Healthy, Safe & Engaged Community  
Sound Infrastructure  
Quality Development  
Professional & Committed City Workforce

**Submitted by:** Opal Mauldin-Jones, City Manager

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#### **Agenda Caption:**

Receive a presentation from The Azimuth Group for the Strategic Planning Services Request for Proposals (RFP) 2017-83.

#### **Background:**

The City of Lancaster advertised a RFP 2017-83 for Strategic Planning Services under the direction of the City Council. The RFP was published in the Focus Daily News, our official publication record, on November 17, 2017, November 19, 2017, November 23, 2017, November 26, 2017 and November 30, 2017.

The RFP was closed on December 28, 2017. There were 3 submittals received:

1. Opportunity Strategies, LLC
2. The Azimuth Group, Inc.
3. Corbett Mitchell Consulting

None of the submitted consultants were minority/women-owned business certified.

Only Opportunity Strategies, LLC and The Azimuth Group, Inc. have any experience working with a City Council.

Staff has checked vendor references for those two proposals.

Opportunity Strategies has provided strategic planning for one of the five cities listed in their proposal.

The Azimuth Group has over 100 cities, large and small, where they have provided City Council Strategic Planning.

Five (5) vendor references were sent out for each vendor. We received two (2) for Opportunity Strategies and four (4) for The Azimuth Group.

A memorandum was sent to Mayor & City Council on Thursday, January 25, 2018 with the information received from each reference.

Also, attached are the Specifications for the RFP 2017-83, Strategic Planning Services Proposals for

Opportunity Strategies and Azimuth Group.

City Council will receive a presentation regarding the process and method utilized to facilitate City Council Strategic Planning.

**Attachments**

Memorandum to Mayor & City Council for Strategic Planning Services RFP Dated January 25, 2018

Specifications for Strategic Planning Services (RFP 2017-83)

Azimuth Group Strategic Planning Services Proposal

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City of Lancaster  
OFFICE OF THE CITY MANAGER

211 N. Henry St. \* Lancaster, TX 75146 \* 972.218.1302 \* 972.218.0919 FAX  
www.lancaster-tx.com



**MEMORANDUM**

To: Mayor and City Council

From: Opal Mauldin-Jones, City Manager 

Date: January 25, 2018

CC: Rona Stringfellow, Assistant City Manager  
Angie Arenas, City Secretary  
Fabrice Kabona, Assistant to the City Manager  
Alton Dixon, Procurement Manager

Subject: Strategic Planning Request For Proposal – City Council Update

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Mayor and City Council:

The City of Lancaster advertised a Request for Proposal (2017-83) for Strategic Planning Services under the direction of the City Council. The RFP was published in the Focus Daily News our official publication record on November 17, 2017, November 19, 2017, November 23, 2017, November 26, 2017 and November 30, 2017.

The RFP was closed on December 28, 2017. There were 3 submittals received.

Opportunity Strategies, LLC  
The Azimuth Group, Inc.  
Corbett Mitchell Consulting

Only Opportunity Strategies, LLC and The Azimuth Group, Inc. have any experience working with a City Council. Staff has checked references for those two proposals. Opportunity Strategies has 1 city that they have worked with for City Council Strategic Planning out of the 5 cities on their list. The Azimuth Group has over 100 cities, large and small, that they have worked with City Council Strategic Planning. We sent out 5 references each for these two vendors, we received two for Opportunity Strategies and four for Azimuth Group. They are all attached.

Staff is seeking direction regarding next steps.

Please let me know if you have any questions.

Thank you.



City of Lancaster  
PURCHASING

PO Box 940 \* Lancaster, TX 75146 \* 972-218-1329 \* 972-218-3621 FAX  
[www.lancaster-tx.com/purchasing](http://www.lancaster-tx.com/purchasing)



January 08, 2018

Good afternoon. The City of Lancaster is conducting Vendor Reference Checks as part of our proposal review. This proposal was to solicit vendors to provide Strategic Planning Services for City Council. You have been listed as a reference for: Opportunity Strategies, LLC

Please take a few moments to answer the questions below and respond directly to this email. Please respond by Monday January 22, 2018 to have your response considered.

- 1) Are you satisfied with the vendors performance? YES
- 2) How long have you utilized the vendors services? 10 months
- 3) Would you consider using this vendor again? YES
- 4) Have you had any billing or invoice issues with this vendor? NO
- 5) Do you have any concerns with the company and the services provided? NO

Should you have any questions or need assistance, please contact me at [adixon@lancaster-tx.com](mailto:adixon@lancaster-tx.com).

Sincerely,

Alton Dixon  
Purchasing Agent

From the City of Lampasas  
Mandy Walsh  
(972) 983-1411  
[www.LampasasEDC.com](http://www.LampasasEDC.com)



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January 08, 2018

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Please take a few moments to answer the questions below and respond directly to this email. Please respond by Monday January 22, 2018 to have your response considered.

- 1) Are you satisfied with the vendors performance? Yes
- 2) How long have you utilized the vendors services? One time in 2016 for the creation of our organization's strategic plan.
- 3) Would you consider using this vendor again? Yes
- 4) Have you had any billing or invoice issues with this vendor? No
- 5) Do you have any concerns with the company and the services provided? No

Should you have any questions or need assistance, please contact me at [adixon@lancaster-tx.com](mailto:adixon@lancaster-tx.com).

Sincerely,

Alton Dixon  
Purchasing Agent

Joe Gudenrath Executive Director  
El Paso Downtown District email:[jgudenrath@elpasodmd.org](mailto:jgudenrath@elpasodmd.org)



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January 08, 2018

Good afternoon. The City of Lancaster is conducting Vendor Reference Checks as part of our proposal review. This proposal was to solicit vendors to provide Strategic Planning Services for City Council. You have been listed as a reference for: Azimuth Group

Please take a few moments to answer the questions below and respond directly to this email. Please respond by Monday January 22, 2018 to have your response considered.

- 1) Are you satisfied with the vendors performance? Yes.
- 2) How long have you utilized the vendors services? From approximately 2014-2017.
- 3) Would you consider using this vendor again? Yes.
- 4) Have you had any billing or invoice issues with this vendor? No.
- 5) Do you have any concerns with the company and the services provided? No.

Should you have any questions or need assistance, please contact me at [adixon@lancaster-tx.com](mailto:adixon@lancaster-tx.com).

Sincerely,

Alton Dixon  
Purchasing Agent

Sara Higgins, Strategic Planning Project Coordinator  
Ann Arbor City Administrator's Office email:[shiggins@a2gov.org](mailto:shiggins@a2gov.org)



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January 08, 2018

Good afternoon. The City of Lancaster is conducting Vendor Reference Checks as part of our proposal review. This proposal was to solicit vendors to provide Strategic Planning Services for City Council. You have been listed as a reference for: Azimuth Group

Please take a few moments to answer the questions below and respond directly to this email. Please respond by Monday January 22, 2018 to have your response considered.

- 1) Are you satisfied with the vendors performance? Yes
- 2) How long have you utilized the vendors services? 2017
- 3) Would you consider using this vendor again? Yes
- 4) Have you had any billing or invoice issues with this vendor? No
- 5) Do you have any concerns with the company and the services provided? No concerns excellent service

Should you have any questions or need assistance, please contact me at [adixon@lancaster-tx.com](mailto:adixon@lancaster-tx.com).

Sincerely,

Alton Dixon  
Purchasing Agent

Darron Leiker City of Wichita Falls  
Email: [darron.leiker@wichitafallstx.gov](mailto:darron.leiker@wichitafallstx.gov)



City of Lancaster  
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January 08, 2018

Good afternoon. The City of Lancaster is conducting Vendor Reference Checks as part of our proposal review. This proposal was to solicit vendors to provide Strategic Planning Services for City Council. You have been listed as a reference for: Azimuth Group

Please take a few moments to answer the questions below and respond directly to this email. Please respond by Monday January 22, 2018 to have your response considered.

- 1) Are you satisfied with the vendors performance? Yes, very satisfied
- 2) How long have you utilized the vendors services? for 2-3 years
- 3) Would you consider using this vendor again? Yes definitely
- 4) Have you had any billing or invoice issues with this vendor? none
- 5) Do you have any concerns with the company and the services provided? none

Should you have any questions or need assistance, please contact me at [adixon@lancaster-tx.com](mailto:adixon@lancaster-tx.com).

Sincerely,

Alton Dixon  
Purchasing Agent

Adrienne Lothery, CGFO  
Assistant City Manager City of Colleyville email:[alothery@colleyville.com](mailto:alothery@colleyville.com)





City of Lancaster  
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January 08, 2018

Good afternoon. The City of Lancaster is conducting Vendor Reference Checks as part of our proposal review. This proposal was to solicit vendors to provide Strategic Planning Services for City Council. You have been listed as a reference for: Azimuth Group

Please take a few moments to answer the questions below and respond directly to this email. Please respond by Monday January 22, 2018 to have your response considered.

- 1) Are you satisfied with the vendors performance? Yes, we have used Mr. David Eisenlohr for two consecutive years for City Council's Annual retreat (2016 and 2017).
- 2) How long have you utilized the vendors services? We have used Azimuth for two consecutive years.
- 3) Would you consider using this vendor again? Yes.
- 4) Have you had any billing or invoice issues with this vendor? No.
- 5) Do you have any concerns with the company and the services provided? No. Mr. Eisenlohr did a very good job in facilitating the City Council's annual retreat. He met with each council member individually prior to the retreat to get their input and concerns, and met with executive staff as well prior to the retreat. He provided a summary report following the retreat, capturing the Council's goals and priority objectives.

Should you have any questions or need assistance, please contact me at [adixon@lancaster-tx.com](mailto:adixon@lancaster-tx.com).

Sincerely,

Alton Dixon  
Purchasing Agent

Kevin Hugman City Manager Duncanville  
[khugman@duncanville.com](mailto:khugman@duncanville.com)



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January 08, 2018

Good afternoon. The City of Lancaster is conducting Vendor Reference Checks as part of our proposal review. This proposal was to solicit vendors to provide Strategic Planning Services for City Council. You have been listed as a reference for: Azimuth Group

Please take a few moments to answer the questions below and respond directly to this email. Please respond by Monday January 22, 2018 to have your response considered.

- 1) Are you satisfied with the vendors performance? Yes.
- 2) How long have you utilized the vendors services? We are preparing for the third annual City Council retreat on 2/9 conducted by the Azimuth Group. We also used them about five years ago to do an operational audit of our Municipal Court.
- 3) Would you consider using this vendor again? Yes.
- 4) Have you had any billing or invoice issues with this vendor? No.
- 5) Do you have any concerns with the company and the services provided? No. We have been very satisfied.

Should you have any questions or need assistance, please contact me at [adixon@lancaster-tx.com](mailto:adixon@lancaster-tx.com).

Sincerely,

Alton Dixon  
Purchasing Agent

Susan Alanis  
Assistant City Manager  
City Manager's Office  
1000 Throckmorton Street, Fort Worth, TX 76102  
(817) 392-8180  
[Susan.Alanis@fortworthtexas.gov](mailto:Susan.Alanis@fortworthtexas.gov)

## **SPECIFICATIONS**

**The City of Lancaster is seeking qualifications and proposals from a consultant to assist City Council in completing a strategic plan and conduct a team building workshop.**

### **BACKGROUND**

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Founded in 1852 as a frontier post, Lancaster is only 15 minutes from downtown Dallas and strategically placed adjacent to the south sector of the Dallas city limits in the convergence of three interstate highways IH-20, IH-35, and IH-45. Lancaster serves 37,730 residents and encompasses approximately 33.133 square miles. Median age is 33.2 years old.

The City of Lancaster is a Home Rule City governed by a seven (7) member City Council. Six (6) Councilmembers are elected by district for three (3) year terms. The Mayor is elected at large for a three (3)-year term. The City functions as a Council/Manager form of government with the administrative responsibilities vested with the City Manager. The City Council appoints the City Manager, City Attorney, Municipal Court Judge and the City Secretary.

### **MISCELLANEOUS**

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The submission of a proposal shall be evidence that the proposer has full knowledge of the scope, nature, quantity, and quality of work to be performed, the detailed requirements of the specifications, and the conditions under which the work is to be performed.

The City reserves the right to conduct personal interviews with any or all proposers prior to selection. The City will not be liable for any costs incurred by the Proposer in connection with such interview, including travel, accommodations, etc.

All materials submitted as response to this RFQ/P shall become the property of the City of Lancaster and shall be subject to open records laws.

### **SCOPE OF SERVICE**

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The purpose of this Request for Qualifications and Proposal is to identify and select a qualified facilitator with demonstrated expertise as a facilitator for a workshop for City Council strategic planning and to lead team building activities for City Council members.

The City Council typically conducts an annual three day strategic planning workshop. Generally day one consists of group discussion with the City Manager, City Secretary and one-on-one discussions with Councilmembers. Day two and three generally consist of a group workshop with the Mayor, Councilmembers, City Manager and City Secretary.

The 2018 workshop has not been scheduled yet, but Council does have a preference for June.

The selected facilitator will prepare and work with the City Manager's office and the City Secretary to develop a program to best serve the needs of the City Council in identifying and ranking priorities, objectives and strategies, both short and long term for the policy agenda (set by City Council) and management agenda (set by City Manager's office) to achieve the goals of the City Council. The facilitator will prepare a report of the workshop proceedings.

The selected facilitator will lead City Council in their annual review of City Council rules and Procedures, helping to identify areas that may need amending and building consensus among councilmembers regarding the rules and procedures.

In addition, the facilitator will identify and lead team building activities designed to promote effective communications and an understanding of expectations among Councilmembers and the City Manager and City Secretary to enhance team work in policy development and decision making. Specific team building activities should be outlined in the proposal.

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## MINIMUM QUALIFICATIONS

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This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified to be considered for award of the bid. Specific responses to each must be uploaded to the e-procurement system. It is the responsibility of the proposer to ensure all forms and proposal documents have been uploaded. Vendors that have not submitted all required forms will be considered unresponsive.

It is expected that the successful firm will exceed these qualifications. Firms shall:

1. Have provided services similar to those specified herein to at least five (5) governmental clients (preferably local governmental entities) in the past three (3) years.

## SUBMISSION REQUIREMENTS

---

Upload the information below into the City's e-procurement system in the tab "Response Attachments". Hard copies will not be accepted. Please do not merge attachments into one file.

The proposal must be organized using the following format:

**Attachment A:** Letter of Understanding and authorization to submit proposal.

Attachment A must be signed by an official authorized to bind the vendor and shall contain the following:

- Statement that the proposal is firm for 60 days.
  - The names of each sub-consultant that will be used to complete the proposed work.
  - Contact information for the binding official
  - Contact information for the primary contact
- Acknowledgement that the project can be completed within the time constraints listed in the RFP.

### Attachment B

#### Experience and References

- List those projects your firm has completed within the past three (3) years that are similar to those requested by this RFP. Special attention should be given to projects your firm has completed for other governmental entities. Include organization name, address, persons to contract, telephone number, e-mail address, a brief description of the project completed by your firm, and date completed.
- Describe your firm's qualifications for this engagement based on the above references.
- Describe the experience of the firm with strategic planning sessions and team building. Please address any applicable federal, state and other laws, if any.

#### Key personnel

- Describe your firm's organizational structure with respect to providing strategic planning services to the City and include a personnel list that includes: the person's name, title, project assignments, years of experience and any other qualifications relevant to the City's project.

#### Narrative on project approach.

- Describe the schedule of events necessary to complete this project clearly defining the roles of all involved parties. Outline familiarity with the project and identify critical or unique issues specific to this project. Outline a communications process and explain unique approaches used elsewhere.

### Attachment C Cost.

- Identify all costs related directly or indirectly to this project, including, but not limited to employee classification, hourly rate, travel time, out-of-pocket expenses, fixed fees etc. A total maximum price not to exceed for the service shall be included.

### Task/Personnel Breakdown.

- Describe task and estimated total hours to complete task. List the personnel classification responsible for task and estimated hours per personnel classification by task, and total cost for complete project.
- Provide Expense breakdown and unit cost

## SELECTION PROCESS

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Submittals will be reviewed by staff to ensure a responsive submittal. Selection will be based on individual's approach, experience and listing of similar projects, references, and price. The evaluation will consist of 100 points as follows.

Points	Evaluation Criteria
35	Approach
25	Experience/Similar Projects
15	References
25	Price

## TERM

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The contract will be for the 2018 session and includes the option to renew the contract for up to three (3) additional annual sessions.

## PROFESSIONAL SERVICES AGREEMENT

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The agreement that may result from this request for qualification shall be based on an all-inclusive rate per session capped at a not-to-exceed maximum amount. ***The City will not reimburse expenses under this contract.***

Selected firm will be required to provide proof of insurance: comprehensive general and automobile liability, and statutory workers compensation insurance for all employees with a waiver of subrogation in favor of the City.



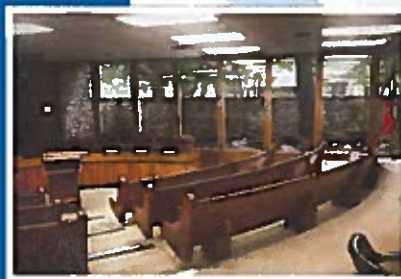
A Proposal to Provide:

# Strategic Planning Services

Submitted to:

## The City of Lancaster, Texas

**Due: December 28, 2017**



The Azimuth Group, Inc.

3419 Westminister Ave.

Suite 215

Dallas, Texas 75205

214.987.3423 office

214.987.0919 fax

[www.azimuthgrp.com](http://www.azimuthgrp.com)

*strategic solutions for public leaders*

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December 27, 2017

Mr. Alton Dixon  
Purchasing Agent  
211 N. Henry St.  
P.O. Box 940  
Lancaster, TX 75146

**RE: ATTACHMENT A – Letter of Understanding and Authorization to Submit a Proposal for the 2018 City of Lancaster City Council Strategic Planning and Team Building Workshop**

Dear Mr. Dixon:

Thank you for the opportunity to submit this Statement of Qualifications and Proposal to support the Lancaster City Council and executive leadership team with your 2018 strategic planning and team building workshop. We understand that you are seeking a potential multi-year partnership with highly competent strategists and workshop facilitators, possessing expert-level experience and knowledge of local government, to plan, organize, guide and document the results of the annual workshop.

**About The Azimuth Group**

The Azimuth Group, Inc. ("AGI") is a Dallas-based consulting firm delivering strategic planning and complex management advisory services to the local government sector. The firm was established to deliver "strategic solutions to public leaders" and have helped multiple public jurisdictions successfully deploy strategic plans aligning operational performance with policy priorities. Founded by a former "Big Six" management consultant with many years in leading national consulting firms, AGI's value proposition rests on the delivery of big firm results on a nimble and highly responsive platform. By assembling hand-picked teams of Azimuth consultants, associates, and allies, we address our clients' most pressing challenges with creativity and pinpoint precision.

To that end, we have invited The Elim Group to join our team for the Lancaster strategic planning and team building engagement. The Elim Group specializes in Board Governance, Leadership Training, Motivational Speaking and Management Excellence. Mike Conduff, Elim's President and CEO, is a recognized national expert in these fields and Elim's team building experience is especially valuable, applying a proven approach that Councils and staffs find genuinely engaging. Elim numbers among its clients dozens of local governments, and numerous local, state and national non-profit and for-profit firms.

**Your Trusted Strategic Advisors**

The marketplace today is full of consultants and consulting firms possessing the baseline facilitation skills to meet the specific requirements of your solicitation. However, we believe that you need more than a competent facilitator to realize your objectives for the upcoming Council planning and team-building workshop. You require a consulting team with a deep understanding of municipal policy, governance and operations to become your trusted strategic advisors.

- *We have extensive experience in the design and execution of strategic planning programs for cities, counties, special purpose districts, associations and not for profit organizations. For example, local government strategic planning clients include the cities of Fort Worth, Arlington, Irving, Colleyville, Southlake, Keller, Duncanville, Sachse, University Park; the City of Ann Arbor, Michigan; New Hanover County, North Carolina; the North Texas Tollway Authority and the Trinity River Authority of Texas, to name but a few.*



- ***More than strategists alone, we understand the details of local government operations and service delivery.*** Over our careers as both public administrators and leading consultants and practice leaders with top-tier national consulting firms, AGI has helped our clients evaluate and improve virtually every aspect of local government organization, process, and technology.
- ***We are adept at translating strategic concepts into operating plans and results.*** In both of our firms, the practice leaders assigned to work with you have served in senior operational leadership roles in local government prior to beginning their consulting careers. We will apply that practical, real-world experience to support you as we work together to build an action-oriented strategic plan while strengthening the city's governance model.
- ***We are locally based, easily accessible to the City of Lancaster.*** Our team members are all residents of the Dallas / Fort Worth Metroplex, and our firm is headquartered in Dallas. We are just a phone call and a few minutes' drive time away from Lancaster City Hall.
- ***We believe in the values of local government service and have an abiding respect for public servants.*** You can rely on us to be there for you over the long term.

#### **Proposal Requirements**

This proposal is valid and firm for a period of not less than 60 days from the due date, and we can complete the project within the June 2018 time window anticipated by the City. I will serve as the overall project manager and lead facilitator, directly accountable to the City of Lancaster for the delivery of superior results. Mike Conduff of the Elim group will be actively engaged throughout the engagement and will assume responsibility for the team building and Council policy analysis aspects of the project.

As President of The Azimuth Group, Inc., I am fully authorized to negotiate and sign any agreement that may result from this proposal and will serve as the primary point of contact between the City of Lancaster and AGI. I can be contacted at the addresses and phone numbers listed below:

The Azimuth Group  
3419 Westminster Ave., Suite 215  
Dallas, Texas 75205  
Phone: 214.987.3423  
Cell: 214.577.6525  
Fax: 214.987.0919  
e-mail: [deisenlohr@azimuthgrp.com](mailto:deisenlohr@azimuthgrp.com)

#### **In Summary**

At the Azimuth Group, helping local governments to succeed is not just our livelihood. It is our passion. Over our careers as both operating managers and consultants, each member of the AGI team has built a record of client success. We are confident that a careful review of our proposal, the quality of our team and our prior work for comparable organizations will reveal the Azimuth Group as your best choice for this assignment. Should you have any questions or desire any further information, please feel free to contact me at any time. We look forward to the opportunity of serving the City of Lancaster on this challenging assignment. You can be sure it will have our full attention.

Very truly yours,

The Azimuth Group, Inc.



David W. Eisenlohr  
President

## ATTACHMENT B: EXPERIENCE, PERSONNEL AND APPROACH

The Azimuth Group, Inc. has extensive experience in helping local government organizations think and plan strategically for their future. We frequently assist cities, counties, special purpose districts, non-profit associations and other public service organizations to assess current conditions, articulate a compelling vision and mission, build team cohesion and achieve consensus on a set of high priority strategic goals and action plans.

The following information is included in this response attachment to the City of Lancaster's Request for Qualifications and Proposal:

- Recent Experience and References.
- Key Personnel.
- Team Qualifications.
- Project Approach.

### RECENT EXPERIENCE AND REFERENCES

Summary descriptions and reference contact information for comparable strategic planning projects completed by the Azimuth Group over the past three years.



#### CITY OF FORT WORTH, TEXAS

##### City Council and City Staff Strategic Planning Retreats

**Project  
Description:**

After approximately a year and a half as the City of Fort Worth's top administrative official, the City Manager recognized an opportunity to engage both elected officials and professional staff in a process of collective foresight. AGI was retained to support a series of planning workshops to initiate this process. Rather than focusing on the immediate challenges of the next meeting agenda, or the next budget cycle, or the next capital improvement program, the focus of the planning effort was to afford the City's most senior leaders an opportunity to spend time discussing and understanding the significant trends impacting the City's future and then identifying the highest priority challenges and opportunities that may exist "just over the horizon." These strategic challenges might be currently known concerns such as rapid population growth, sustainable development, infrastructure investment, regional mobility, community safety, health care costs or looming legislative mandates. But they may also include less easily identified threats or opportunities that require collective thought and collaboration to define and effectively address. An initial City Council planning and visioning retreat resulted in the completion of a high-level situational assessment/context map, a SWOT analysis, and nine specific priority focus areas.

In a follow-up workshop with the City's senior staff, the leadership team further refined the nine Council priorities into six priority focus areas within four strategic categories or themes. The management team also completed an investment portfolio analysis exercise that began the process of addressing needed changes to the City's service delivery model.



The 2017 City Council workshop examined the City's transportation challenges and needs, while the Director's retreat established a number of key priorities to be addressed in the upcoming FY 2018 operating budget. For 2018, the tentative theme of the strategic planning effort is economic development.

<b>Reference Contacts:</b>	Ms. Lynda Johnson Performance & Budget Director 200 Texas Street Fort Worth, TX 76102 817.392.8180 lynda.johnson@fortworthtexas.gov	Ms. Susan Alanis Assistant City Manager 200 Texas Street Fort Worth, TX 76102 817.392.8180 susan.alanis@fortworthtexas.gov
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## CITY OF COLLEYVILLE, TEXAS

### City Council Strategic Visioning and Priority Setting Support

**Project  
Description:**

Following the 2016 Colleyville City Council election, a new Mayor and two new members of the City Council took office, representing a new majority on the Council. Given the nature of the political campaigns and in recognition of the need to bring the members of the Council together around a consensus set of policy priorities, the Mayor requested and received support for an early-term, professionally facilitated priority-setting workshop in advance of the Fiscal Year 2016-2017 budget process. The Azimuth Group, Inc. was engaged to provide workshop design and facilitation services. The priority setting workshop agenda included a full evening of collaborative discussion and priority-setting activities designed to promote dialog, mutual understanding and shared commitment to the workshop results among both City Council members and the management team. Through this process, eight specific policy priorities were identified, defined and ranked. Then the Council and management team worked together to agree on series of "bold steps" or action items needed to begin the implementation of the consensus priorities.

As a follow up to the successful priority setting workshop, The Azimuth Group was next invited to return to Colleyville to support a more comprehensive process of strategic visioning for the community's future, including the development of a set of long-term strategic goals and objectives for the municipal government.

<b>Reference Contact:</b>	Ms. Adrienne Lothery, Assistant City Manager 100 Main Street Colleyville, Texas 76034 817.503.1111 alothery@colleyville.com
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## CITY OF DUNCANVILLE, TEXAS City Council Strategic Planning Retreats

### Project Description:

The City of Duncanville engaged the Azimuth Group to plan and facilitate the 2016 and 2017 annual planning retreats for the Mayor, City Council, and City Manager's Office.

For 2016, specific objectives for the retreat were to provide an opportunity for open City Council and staff dialog about the high-priority issues and challenges facing the City, to promote and reinforce understanding and teamwork among members of the City Council and management, to conduct a high-level assessment of the current operating environment of the City of Duncanville and identify critical factors and trends impacting the City's ability to achieve its objectives and, for each of the City's capstone priorities, to define the Council's performance expectations and identify any gaps between current performance and expected results. Using the technique of "gap analysis," retreat participants were able to clearly describe a set of discrete action steps that, when accomplished, will support the achievement of the City's overall strategic mission.

In 2017, the City Council built upon the priorities established in 2016 and further refined their key priorities and addressed the integration of the results of a newly-created comprehensive land use plan within the overall strategic planning framework of the city.

### Reference Contact:

Mr. Kevin Hugman, City Manager  
203 E. Wheatland Road  
Duncanville, Texas 75116  
972.780.5003  
khugman@duncanville.com



## CITY OF ANN ARBOR, MICHIGAN Organizational Strategic Plan and Strategic Management System Design

### Project Description:

AGI was retained by the City of Ann Arbor, Michigan to guide and facilitate an internal planning team on the development of a comprehensive strategic plan for the municipal organization and operations, involving all City departments and programs including the City's water and wastewater service departments. The joint planning team of AGI consultants and a select group of respected middle managers and professionals together completed the following tasks:

- A detailed assessment of strengths, weaknesses, opportunities, and threats facing the city.



- A critical examination of the operating context within which the city must produce results.
- A comprehensive employee engagement process including a citywide survey and multiple focus groups.
- Conduct of a strategic planning workshop with the city's most senior executives.
- Documentation and prioritization of strategic goals, operating objectives, and specific programmatic initiatives.
- Development of an implementation and strategy execution roadmap.

Following adoption of the Organizational Strategic Plan by the City leadership, AGI was further retained to support the city's development of a comprehensive strategic management system and process, including the development of performance measures and targets for each of the primary goals and objectives included within the organizational strategic plan, along with a recommended reporting format and process.

Additionally, as a part of its pursuit of national accreditation, the Ann Arbor Fire Department retained AGI to facilitate the development of a Fire Department strategic plan. That planning process also encompassed significant interaction with employees at all levels of the department as well as external focus groups with select community leaders.

**Reference  
Contact:**

Ms. Sara Higgins  
Assistant to the City Administrator and Strategic Planning Manager  
301 E. Huron St.  
Ann Arbor, MI 48104  
734.794.6512  
shiggins@a2gov.org



## CITY OF WICHITA FALLS, TEXAS Strategic Plan

**Project  
Description:**

In early 2017, the City Manager and Mayor of Wichita Falls identified an opportunity for the City Council and the staff leadership team to engage in a deliberate, thoughtful and strategic approach to future planning and priority-setting. The Azimuth Group, Inc. was hired in planning, facilitating and documenting the results of an intensive strategic planning workshop. Held at the city's Multi-Purpose Events Center over a day and a half, the combined elected and appointed leadership team devoted time, energy and collective thought to chart a fresh course for the future of Wichita Falls. In preparation for the strategic planning workshop, AGI conducted a series of individual interviews with the Mayor, each member of the City Council, the City Manager and the Deputy City Manager. Additionally, the



consultant met with the city's Department Directors as a group to describe the planning project and to solicit their collective input on the strategic opportunities and challenges facing Wichita Falls today and in the future. Then, an intensive process of collaborative thinking and planning was undertaken, resulting in new statements of vision, mission, and values and a specific set of strategic priorities were developed and prioritized.

**Reference  
Contact:**

Mr. Darron Leiker, City Manager  
1300 7th Street Rm 105  
Wichita Falls, Texas 763  
910.798. 7184  
darron.leiker@wichitafallstx.gov



**CITY OF ABILENE, TEXAS**  
**City Council Strategic Planning Workshop**

With the retirement of a long-term City Manager, significant turnover on the City Council and the appointment of a new, energetic Manager, the City of Abilene engaged David Eisenlohr of the Azimuth Group to organize, facilitate and document a day-long offsite strategic planning workshop / retreat for the members of the City Council and selected senior city staff members including the City Manager, Deputy City Manager and all department directors. This planning workshop was the first such workshop conducted for Abilene's municipal government leaders in approximately 11 years and the first such effort for the current Council and the newly-appointed City Manager. Results included:

**Project  
Description:**

- Validation and revision of the existing statements of the City of Abilene's mission statement and core values.
- Identification of the important elements of a shared statement of vision for the City government.
- Assessment of the strengths, weaknesses, opportunities, and threats for both the municipal organization and the Abilene community
- Collaborative identification of eight strategic goals or focus areas around which key policy decisions can be evaluated and essential organizational and operational activities can be aligned and managed
- Identification of a set of six specific, short-term action steps that will serve as a catalyst for functional improvement and organizational progress.

**Reference  
Contact:**

Mr. Robert Hanna, City Manager  
555 Walnut St  
Abilene, Texas 79604  
325.676.6206  
Robert.Hanna@abilenetx.com







## CITY OF SACHSE, TEXAS City Council Strategic Planning Retreat

**Project  
Description:**

Following the appointment of a new City Manager in spring of 2015, the Azimuth Group was retained to design a strategic planning process to help clarify and solidify the City's strategy. Prior to the offsite planning retreat, AGI interviewed each member of the City Council individual to gain insight and understanding of their particular priorities and also facilitated a group discussion with the city's department directors, with the purpose of securing their input on Sachse's "pluses" (positive attributes / assets) and "deltas" (opportunities for positive change) from the staff perspective.

During the offsite retreat with the Council and City Manager, Sachse leaders validated and prioritized six strategic goals defining the essential areas that are most important to the achievement of Sachse's future potential. Then, a gap analysis between current conditions and the desired future state was used to identify concrete action items required for the city to adopt and implement over the immediate and mid-range time horizons.

**Reference  
Contact:**

Ms. Gina Nash, City Manager  
3815 Sachse Road  
Sachse, TX 75048  
469.429.4770  
gnash@cityofsachse.com



## CITY OF IRVING, TEXAS City Council Strategic Planning Retreat

**Project  
Description:**

AGI supported the executive leadership team in this Dallas-Fort Worth area community, working with the City Manager, Mayor, and City Council to reset the City's strategic plan. Following a significant turnover among the members of City Council and a change in City Managers, AGI was engaged by the city to help to reinvigorate and refresh the strategic planning process and to reorient the focus of the effort towards the genuinely strategic priorities of the organization and the community.

A strategic planning workshop with the City Council was completed, along with a similar working session with the extended management team of the city, the purpose of which was to identify and prioritize new strategic priorities for the organization and to define specific operational objectives for accomplishment over the next three years. Concurrent with this effort, the City of Irving is completing a



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significant update to its Comprehensive Plan and has also begun a rigorous program of long-range financial planning. The City Manager's vision is to integrate these planning efforts into a cohesive model to guide both policy makers and appointed administrators in their decision making.

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**Reference  
Contact:** Ms. Aimee Kaslik, Performance Administrator  
825 W. Irving Blvd.  
Irving, TX 75060  
972.721.2197  
akaslik@cityofirving.org

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### City of Arlington, Texas Multi-Year Strategic Planning Support

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**Project  
Description:**

David Eisenlohr has had a 20 plus year relationship with the appointed and elected leadership of the City of Arlington, Texas. While with Arthur Andersen, LLP in the mid-1990s, he was engaged by the City Manager to design and facilitate the City's first-ever strategic planning process in the mid and continued in the capacity as strategic planning advisor for a period of five years. These efforts resulted in a complete reorganization of the City Council's governance process and the City staff's organizational structure resulted from this work. Later, AGI worked with the City Manager and staff on a city-wide transformation program designed to better align the city's fiscal and operating structure with constrained resources in the current and expected economy. Additionally, following the appointment of the current City Manager, we supported the City's strategic "Horizon Project," engaging both senior staff members and the City Council in developing strategies to address an uncertain future. Most recently, AGI conducted City Council planning workshops following the election of a new Mayor and, additionally, completed a strategic plan for the City's Arlington Tomorrow Foundation.

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**Reference  
Contact:** Ms. Jennifer Wichmann, Management Resources Director  
101 West Abram Street  
Arlington, TX 76010  
817.459.6408  
Jennifer.Wichmann@arlingtontx.gov

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## CITY OF KELLER, TEXAS City Council Strategic Planning Retreat

With the election of a new Mayor and two new City Council members, the Azimuth Group was invited to support the City of Keller with the planning and facilitation of a two-day offsite planning retreat in October of 2014. The retreat was designed to provide a structured opportunity for open City Council dialog about the high-priority issues and challenges facing the City and for the encouragement of teamwork and collaboration among members of the Council and between Council and city staff. Specific tasks included the following:

**Project  
Description:**

- Collection and review of pertinent background documents and data.
- Individual interviews with the Mayor each member of the City Council as well as key senior staff members.
- Facilitation of the strategic planning workshop / retreat and documentation of results, findings, and conclusions.

The planning workshop included a variety of group team building exercises, small group and collective discussions, issue identification and prioritization and other activities designed to arrive at a consensus on a set of critical strategic objectives and outcomes for the City of Keller.

**Reference  
Contact:**

Mr. Mark Hafner, City Manager  
1100 Bear Creek Parkway  
Keller, TX 76248  
817.743.4007  
mhafner@cityofkeller.com



## Trinity River Authority of Texas Strategic Plan and Management Audit

**Project  
Description:**

The Trinity River Authority provides water supply, water conservation and reclamation, and recreation services to a vast region of almost 18,000 square miles and covering all or part of 17 counties stretching from north central Texas to the Gulf of Mexico. The Authority operates five water treatment facilities, five wastewater treatment plants, and one of the state's largest water reservoirs, serving a population base of over two million Texans.

The Azimuth Group was simultaneously engaged to conduct a comprehensive management audit of the Authority and to lead the development of the Authority's first-ever strategic plan. This work included performance of a SWOT analysis with the in-



put of multiple internal and external stakeholders, the conduct of an environmental scan, the development of mission, vision and values statements, and a series of internal workshops with both the senior management team and the Board's Executive Committee to develop, validate and adopt strategic goals, supporting objectives and individual strategies and assignment of accountabilities for plan execution.

The 25-member TRA Board of Directors formally adopted the strategic plan and, one year later, in accordance with the plan's priorities, AGI was further retained to lead a three-day offsite strategic planning retreat for the Board. This highly-successful retreat allowed the Board to further refine vital strategic priorities and to provide specific direction on tactical steps to be undertaken in the short to mid-term to advance the mission of the Authority.

Approximately one year after the Board's offsite planning retreat, TRA asked AGI to return to plan and lead a two-day offsite executive staff retreat to focus on the accomplishments under the strategic plan to date and to identify needed refinements and adjustments for the second half of the plan's intended lifespan.

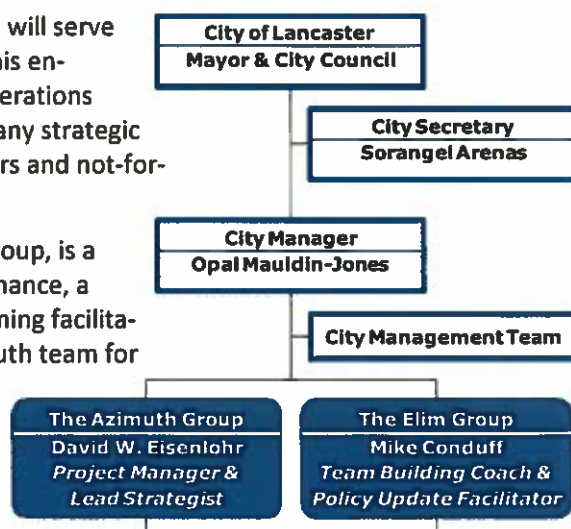
**Reference  
Contact:**

Ms. Fiona Allen, Northern Region Manager  
5300 S. Collins  
Arlington, TX 76018  
817.493.5100  
allenf@trinityra.org

## KEY PERSONNEL

As shown in the organization chart below, AGI and the Elim Group offer the City of Lancaster a very senior team of seasoned professionals to meet your needs in the strategic planning project. Both members of the team have years of directly relevant experience providing consulting services pertinent to the City's success in this engagement as well as hands-on experience in Texas city management. Members of the team include:

- **David Eisenlohr**, founder of The Azimuth Group, will serve as the Project Manager and lead strategist for this engagement. He has over 30 years of municipal operations and consulting experience and has facilitated many strategic planning processes with local government leaders and not-for-profit entities.
- **Mike Conduff**, President and CEO of The Elim Group, is a nationally-recognized expert in municipal governance, a skilled management consultant, a strategic planning facilitator and motivational speaker. He joins the Azimuth team for this engagement and will provide coaching and team building support and will lead the annual review and update of the City Council rules and procedures.



Expanded resumes of the proposed project team members continue on the following pages.



## David W Eisenlohr

*President, The Azimuth Group, Inc.*

David is the founder and President of the Azimuth Group, Inc. (AGI), a boutique consultancy focused on serving the strategic needs of leaders in local government. He has over 30 years of experience in the design and execution of strategic planning programs for local government agencies and not-for-profit organizations as well as the delivery of results-focused management advisory support to public service organizations. His knowledge and experience span a range of consulting disciplines from strategic planning through organizational design, operations analysis, and business process redesign.

David founded AGI after more than 25 years in the management consulting industry, including 10 years in key leadership roles with the public sector and not for profit practices of large professional services organizations including Arthur Andersen LLP and MAXIMUS, Inc. While at Arthur Andersen, he directed the strategy, organization and change team within the firm's Southwest Region's government services consulting group, focused primarily on the state and local government, education and not-for-profit industry segments. As a Senior Vice President at MAXIMUS, David led the company's local government consulting team including business process improvement, business, and technology strategy, organizational design and change management.

Prior to his consulting career, David served in progressively responsible local government analytical and leadership roles. He was a Budget Analyst with the City of San Antonio, Texas and also developed and led the city's internal management and analysis and performance improvement team. He subsequently served as an Assistant City Manager in the City of Grand Prairie, Texas.

### EDUCATION

David holds a Bachelor of Arts in Political Science from Texas A&M University and a Master of Public Administration from the Edwin O. Stene School of Public Administration at the University of Kansas.

### RELEVANT EXPERIENCE

Since founding the Azimuth Group in 2008, David has continued his work with leaders in both the public and not-for-profit sectors. A skilled facilitator and insightful analyst, he regularly works with City Councils, County Boards, Boards of Directors and senior management teams to help their organizations develop strategic clarity, establish priorities, improve organizational performance and streamline business processes and technologies. Representative, pertinent strategic planning and management consulting engagements over the course of David's career with multiple consulting organizations have included:

- **Strategic Planning and Goal Setting**
  - City and County Governments
    - City of Abilene, Texas
    - City of Arlington, Texas
    - City of Clayton, Missouri
    - City of Duncanville, Texas
    - City of Fort Worth, Texas
    - City of Kansas City, Missouri
    - City of Marshall, Texas
    - City of Ann Arbor, Michigan
    - City of Colleyville, Texas
    - City of Forney, Texas
    - City of Irving, Texas
    - City of Keller, Texas
    - City of Sachse, Texas
    - City of Southlake, Texas



- City of Missouri City, Texas
- City of Wichita Falls, Texas
- New Hanover County, North Carolina
- Special Purpose Districts / Authorities
  - North Texas Tollway Authority
  - Trinity River Authority of Texas
- Departmental Strategic Plans / Goal Setting Workshops
  - Ann Arbor, Michigan Fire Department
  - San Antonio, Texas Public Housing Agencies
  - Irving, Texas Police Department
  - New Hanover County, NC Health Department
  - University Park, Texas Community Development Department
  - Forney, Texas Parks Board
  - Dallas, Texas City Manager's Office
  - University Park, Texas Friends of the Library
- Private / Not-For-Profit Organizations
  - Arlington Tomorrow Foundation
  - Conference USA
  - Big XII Athletic Conference
  - Oklahoma Municipal League
  - National Procurement Institute
  - MetroPort Cities Partnership
- Organizational and Operational Assessment
  - City / Organization-Wide Studies
    - City of Dallas, Texas
    - North Texas Tollway Authority
    - City of Oklahoma City, OK
    - Texas Department of Motor Vehicles
    - City of Tulsa, Oklahoma
    - Trinity River Authority of Texas
    - City of Naperville, Illinois
    - Tarrant County 9-1-1 District, Texas
    - Village of Palatine, Illinois
    - Dallas Area Rapid Transit Authority, Texas
    - City of West Chicago, Illinois
    - Jacksonville Transportation Authority, Texas
    - City of Marshall, Texas
    - Fort Worth Transportation Authority, Texas
    - Port Authority Transit Corp., NJ
  - Departmental / Functional Studies
    - City of Arlington, Texas (Police, Fire, Transportation, Development Services, Public Works)
    - City of Fort Worth, Texas (Finance, Municipal Court)
    - City of Denton, Texas (Parks & Recreation, Code Enforcement, Reprographics)
    - City of San Antonio, Texas (Public Housing)
    - City of Frisco, Texas (Engineering, Public Works, Development Services)
    - City of Dallas, Texas (Development Services)
    - City of Sugarland, Texas (Accounting)
    - City of Kalamazoo, Michigan (Human Resources)
    - Delaware River Port Authority, NJ and PA (Toll Bridge Operations)
    - Dallas Area Rapid Transit
    - Ramsey County, Minnesota (Purchasing, Community)



- | Authority<br>(Talent Acquisition Process)                    | Corrections)   |
|--|--|
| ▪ Dallas County, Texas<br>(Purchasing, Tax Collection, Jail) | ▪ City of Southlake, Texas<br>(Public Works)           |
| ▪ City of Baytown, Texas<br>(Planning and Development)       | ▪ Town of Addison, Texas<br>(Finance, Municipal Court) |
- **Information Technology Strategy and Software Selection Support**

▪ Bexar County, Texas	▪ Borough of Lansdale, PA
▪ City of Ann Arbor, Michigan	▪ City of Battle Creek, Michigan
▪ City of Fort Smith, Arkansas	▪ City of Irving, Texas
▪ City of New Braunfels, Texas	▪ City of Southlake, Texas
▪ Murray City, Utah	▪ Brazos River Authority, Texas

## CAREER HISTORY

2008 – Present	President, The Azimuth Group, Inc.
2003 – 2008	Senior Vice President, Consulting Segment, MAXIMUS, Inc.
1997 – 2003	Principal/Senior Manager, Arthur Andersen LLP / Hitachi Consulting
1986 – 1997	Senior Vice President, Ralph Andersen & Associates, Inc.
1985 – 1986	Development Manager, Triland Development
1982 – 1985	Assistant City Manager, City of Grand Prairie, TX
1979 – 1982	Budget and Management Analyst, City of San Antonio, Texas



## Mike Conduff

### *President and CEO, The Elim Group*

Michael A. (Mike) Conduff is the President and CEO of The Elim Group – Your Governance Experts, a governance, leadership, training, speaking and consulting firm. Mike has 35+ years of leadership, management, and municipal governance experience. He is considered one of the country's leading experts in the field of municipal and not-for-profit governance, having served as a CEO, Board Chair, and Consultant himself. He is a charter graduate of the Carver Policy Governance® Academy and is a past Chair of the Board of Directors of the International Policy Governance® Association. In his CEO roles Mike led highly commended public organizations with multi-billion dollar responsibilities and thousands of employees. His energy and enthusiasm, as well as his facilitation and group process skills, have earned him the reputation of being the "go to" guy for helping city councils and boards of directors look to the future and develop the processes to get there.

### EDUCATION

Mr. Conduff earned his B.S. in civil engineering at the University of New Hampshire, graduating Cum Laude. His M.B.A. is from Pittsburg State University.

### RELEVANT EXPERIENCE

A multiple time best-selling author with Jack Canfield (of Chicken Soup fame) for their book *The Success Secret* and with Brian Tracy for their book *Pushing to the Front – Front Line Strategies from the World's Leading Experts*, Mike is also the author or co-author of a number of other books including *The OnTarget Board Member – 8 Indisputable Behaviors*, now in its third edition, *Democracy at the Doorstep – True Stories from the Green Berets of Public Administrators*, *Bottom Line Green – How America's Cities are Saving the Planet (And Money Too!)*, *Democracy at the Doorstep, Tool – More True Stories* and *The Policy Governance® Fieldbook*, a book on the practical applications of Policy Governance®.

Additionally, he writes a regular governance column for Public Management Magazine, is a contributing author to the ICMA "Green Book" series and is frequently published or quoted in other national publications. He is a member of the National Academy of Best Selling Authors and has been honored in USA Today. Known as a "master of motivation," he is a sought-after and frequent speaker at international, national, regional and state-wide conferences, seminars and events.

Mike's clients have included the International City/County Management Association, The National League of Cities Leadership Training Institute, The National Committee on Planned Giving, The Partnership for Philanthropic Planning, The Community Associations Institute, The Republic of the Marshall Islands, and many, many cities, associations, and other non-profit and for-profit corporations.

In addition to serving the International City/County Management Association as their Senior Advisor for Governance, Mr. Conduff is a Fellow of the prestigious National Academy of Public Administration. He has been honored with the 2006 TCMA Mentoring Award in memory of Gary Gwyn, the 2004 International Award for Career Development in Memory of L. P. (Perry) Cookingham from ICMA, and the especially meaningful Joy Sansom Mentor Award from the Urban Management Assistants of North Texas for his commitment to helping others achieve their potential. The Center for Digital Government has awarded Mike their coveted "Best of Texas Visionary Award."





Mike traces his Native American roots to his Great Grandfather and grew up on stories of his Cherokee ancestry. He attributes his love of motivational speaking and telling stories to his grandmothers.

A graduate of the 1988 Leadership Kansas Class, Mr. Conduff is active in a number of professional and civic organizations. He serves on the Athletic Council for the University of North Texas. He is a full member and Past President of the Texas City Management Association. He was one of the very first credentialed members of the International City/County Management Association, and served on its International Executive Board. He also served six years on the Board of Directors of the Kansas Association of City/County Management, holding all of the statewide offices including President of the Association. He is a Past President of the Kansas Engineering Society; a charter member of the Board of Directors of the Kansas Entrepreneurial Center, and a past member of the Board of Directors of the League of Kansas Municipalities.

Mr. Conduff is fully credentialed by the International City/County Management Association and is licensed as a Professional Engineer and a Registered Land Surveyor in the State of Kansas (retired status,) and served eight years on the Kansas State Board of Technical Professions, twice as Chairman of the Engineering Section and twice as Chairman of the Full Board. He also served four years on the Kansas Water Authority.

Mike says, "In my experience, people who give of their time and energy to serve on a Board or City Council are unbelievably caring individuals doing their absolute best to make a difference. My passion is to provide the leadership, motivation, and training to give them the tools and insights they need to be successful."



## TEAM QUALIFICATIONS

The combined experience and qualifications of the Azimuth Group and the Elim Group are described in this section of our proposal to the City of Lancaster.

### PROFILE OF THE AZIMUTH GROUP, INC.

At the Azimuth Group, our mission is as demanding as it is simple:

***To help public leaders discover new directions for strategic success, bring clarity to their processes and technologies and effect lasting, positive impacts on the communities they serve.***

The firm was founded by former "Big Six" consultants who, after many years in large national firms, recognized that public sector organizations at the local level need access to large firm expertise without the overhead costs and red tape. Having spent our entire careers working in the public sector as analysts, senior managers and consultants, we have a passion for public service and believe that public sector organizations deserve the high quality, responsive and innovative consulting support available to the corporate sector at an affordable price.

AGI is a full-service consulting firm dedicated to meeting the most complex challenges of local government organizations across the domains of strategy, people, process, and technology. Our motto is "strategic solutions for public leaders," and we do our work with an ever-present focus on each client's unique operating and risk environments. Our clients include many of the most progressive and innovative local governments in the United States. These organizations engage us because they know that in addition to our technical skill and subject matter knowledge, our laser-like focus on serving the unique needs of local government leaders provides them with an added level of sophistication and sensitivity unmatched by other firms.

### Just What Is an Azimuth, Anyway?

***Rooted in the Arabic ('as-sumūt') - meaning "the way" - an azimuth is the measure of one's direction of travel, expressed in degrees from a known and fixed point. Akin to a compass heading, knowing one's azimuth means knowing which way you are going.***

***This concept put to practical use in such diverse fields as engineering, celestial navigation, cartography, astronomy, mining and the military. For the consultants of The Azimuth Group, it is symbolic of what we do: help our clients find new ways, new paths, new directions for strategic success.***

### OUR VALUES

At AGI, we are a values-driven organization. We practice what we preach. Our cornerstone values form the bedrock on which the company is built and include the following:

- ***Clients First*** - We place the interests and needs of our clients before our own.
- ***Integrity Always*** - Our conduct is ethical and our honesty above reproach.
- ***Lead by Example*** - We never expect more of others than we demand of ourselves.
- ***Innovate and Create*** - We are not afraid to try new things.
- ***Our Word is Our Bond*** - We do what we say when we say we will do it.
- ***Respect Others*** - We live by the Golden Rule.





## SERVICES AND CAPABILITIES

**Impact.** That is what we are in business to deliver. Sustainable and beneficial impact. Working across a broad range of strategic, human, process and technology competencies, the professionals of the Azimuth Group and our allied firms have amassed impressive records of helping our clients succeed. Our services and capabilities include:

### STRATEGY

- Comprehensive strategic planning programs.
- Governing body / senior staff strategy and planning workshops.
- Strategy deployment and execution support.

### PEOPLE

- Organization assessment and design.
- Performance improvement.
- Management reviews.
- Change management and communications.

### PROCESS

- Business process redesign and improvement.
- Best practices diagnostics.
- Operations improvement and performance audits.

### TECHNOLOGY

- IT strategy and business alignment.
- System requirements definition.
- RFP development and solution selection.
- Implementation project oversight and quality assurance.



## STRATEGIC PLANNING EXPERIENCE

The following list includes strategic planning clients of the Azimuth Group, Inc. as well as strategic planning clients served by AGI founder David Eisenlohr prior to forming the firm in late 2007:

- |   |   |
|---|---|
| • Ann Arbor, Michigan Fire Department           | • City of Sachse, Texas                       |
| • Arlington Tomorrow Foundation                 | • City of San Antonio, Texas (Public Housing) |
| • Big XII Athletic Conference                   | • City of Southlake, Texas                    |
| • Borough of Lansdale, PA (Info Technology)     | • City of University Park, Texas              |
| • City of Abilene, Texas                        | • City of Wichita Falls, Texas                |
| • City of Ann Arbor, Michigan                   | • Conference USA                              |
| • City of Arlington, Texas                      | • Irving, Texas Police Department             |
| • City of Colleyville, Texas                    | • MetroPort Cities Partnership                |
| • City of Dallas, Texas (City Manager's Office) | • National Procurement Institute              |
| • City of Duncanville, Texas                    | • New Hanover County Board of Health          |
| • City of Forney, Texas                         | • New Hanover County, North Carolina          |
| • City of Fort Worth, Texas                     | • North Texas Tollway Authority               |
| • City of Irving, Texas                         | • Oklahoma Municipal League                   |
| • City of Kansas City, Missouri                 | • Trinity River Authority of Texas            |
| • City of Keller, Texas                         | • Wyoming Office of State Lands               |



## ABOUT THE ELIM GROUP – YOUR POLICY GOVERNANCE EXPERTS

The Elim Group of consultants specializes in improving and coaching Boards of Directors through the introduction and implementation of the Policy Governance® model developed by Dr. John Carver. The Elim Group's President and CEO Mike Conduff is a charter graduate of the Policy Governance® Academy and has been personally selected and trained by Dr. Carver. In addition, Mike is an officer and board member of the International Policy Governance® Association. Mike has personally introduced hundreds of individuals to the Policy Governance® model through his popular trainings at the National League of Cities Leadership Institute, and through his work with the International City/County Management Association. Mike has a number of very satisfied municipal, non-profit and for-profit clients including City Councils and Boards that he has transformed using the principles of the Policy Governance® model. He is one of a very few Policy Governance® consultants worldwide that has served both as a CEO and a Board member under the Policy Governance® model.

## THE POLICY GOVERNANCE MODEL®: AN OVERVIEW

Policy Governance® is an innovative model created by Dr. John Carver to enable strategic leadership by governing boards. It addresses board job design and the board-management partnership. The board governs on behalf of some identifiable ownership, deciding the broad values of the organization.

Board policies are developed in four areas: **ENDS** policies prescribe what benefits will occur for which people at what cost. **EXECUTIVE LIMITATIONS** policies describe the prudence and ethics boundaries on acceptable staff acts, practices and circumstances. **GOVERNANCE PROCESS** policies clarify the board's own job and rules, including how it connects to its ownership. **BOARD-STAFF LINKAGE** policies describe the delegation and accountability linkage through the CEO. One of the beauties of the model is that these last three sets of policies are very stable, allowing the board to spend virtually all of its time on developing Ends and linking with the ownership.

With these policies firmly in place, the CEO is empowered by the board toward Ends and within Executive Limitations. This constraint approach to staff "means" enables the board to stay out of internal operation, yet control the bounds of acceptability of staff behavior. Budgeting, personnel, risk, compensation and all other practices are thus controllable with little board time and very brief documents. Monitoring of CEO performance using the criteria in these policies becomes the CEO's evaluation.

In Policy Governance®, the board is proactive, explicit about its values and long-range in the majority of its concerns. It avoids both meddling and rubber stamping. Board and CEO jobs do not become confused. Accordingly, board committees stay out of staff work and, though staff views and knowledge are made known to the board, the staff rarely recommends what board decisions should be. Because roles are very clear, free communication among board and staff causes no problem. Board-Staff interactions can be enriching without leading either to meddling or to loss of board prerogatives. Board agendas are usually shorter, the deliberation usually on long-term Ends and Board mindset one of true strategic leadership.

### Policy Governance®

*"Put simply, the Policy Governance® model as applied in business answers one question: How can a group of peers, on behalf of shareholders, see to it that the business achieves what it should (normally in terms of shareholder value) and avoids unacceptable situations and actions?"*

*—Dr. John Carver, A Theory of Corporate Governance*



## ELIM GROUP CLIENTS

### **Cities and Counties**

- City of Argyle, Texas
- Barton County, Kansas
- City of Boerne, Texas
- City of Burkburnett, Texas
- City of Cedar Hill, Texas
- City of Celina, Texas
- City of Columbia, South Carolina
- City of Corinth, Texas
- City of DeSoto, Texas
- City of Elizabeth City, North Carolina
- City of Euless, Texas
- City of Farmers Branch, Texas
- City of Fort Worth, Texas
- City of Friendswood, Texas
- City of Frisco, Texas
- City of Garland, Texas
- City of Glen Heights, Texas
- City of Grand Prairie, Texas
- City of Grants Pass, Oregon
- City of Greenville, South Carolina
- City of Hays, Kansas
- City of Highland Village, Texas
- City of Hudson Oaks, Texas
- City of League City, Texas
- City of Kalispell, Montana
- City of Kansas City, Missouri
- City of Keller, Texas
- City of Killeen, Texas
- City of La Vista, Nebraska
- City of Lawton, Oklahoma
- City of Longview, Texas
- City of Lufkin, Texas
- City of McKinney, Texas
- City of Melissa, Texas
- City of Murphy, Texas
- City of New Braunfels, Texas
- City of North Richland Hills, Texas
- City of Palo Alto, California
- City of Papillion, Nebraska
- City of Paris, Texas
- City of Rockwall, Texas
- City of Richardson, Texas
- Sarpy County, Nebraska
- City of San Marcos, Texas
- City of Seguin, Texas
- City of Universal City, Texas

- City of Weatherford
- Town of Westlake, Texas
- City of Wylie, Texas

### **Associations**

- Association of Play Therapists
- Community Association's Institute
- First Colony Community Association
- International City/County Management Association
- International Policy Governance® Association
- Minnesota City County Manager's Association
- North Texas Municipal Training Association
- National Committee on Planned Giving
- National League of Cities – Leadership Training Institute
- National Purchasing Institute
- Smoke Rise, NJ Community Association
- Texas City Management Association
- Texas Electric Cooperatives
- Texas Municipal League
- Urban Management Assistants of North Texas

### **Countries**

- The Republic of The Marshall Islands

### **Hospitals**

- Presbyterian Hospital of Denton

### **Non-Profits**

- The A & J Family Trust
- Boys and Girls Clubs of America
- California Association for the Education of Young Children
- Caritas of Austin, Texas
- Complementary Health Care Association
- Cook County United Way

- Court Appointed Special Advocates of North Texas
- Family Resource Council of North Texas
- Forney Economic Development Corporation
- The International City/County Management Association
- Kansas Association of City Management
- League of Oregon Cities
- McKinney Performing Arts Center
- The National League of Cities, LTI
- Nebraska League of Cities
- North Dakota League of Cities
- North Texas Public Purchasing Professionals
- Oregon Municipal League
- The Peoples Clinic of North Texas
- Social and Health Services Federal Credit Union
- The Texas Association of Mayors and City Council Members
- The Texas Municipal League
- United Way of Denton County
- The Work Advantage Board
- Wyoming Municipal League

### **Schools**

- Dallas Independent School District
- Garland Independent School District
- Westlake Academy

### **Other Clients**

- Local Government Managers of California and Nevada
- Mid-South Electric Coop
- Garland Public Libraries
- Human Relations Department, Garland
- Neighborhood Strategies Coordinating Committee, Garland
- Weatherford Electric, Weatherford, Texas
- Garland Solid Waste Department, Garland, Texas



## STRATEGIC PLANNING AND TEAM BUILDING EXPERIENCE

AGI sees strategic planning as an integral part of any effective organization's management process. Good organizations are adept at strategic planning and, importantly, are also skilled in the translation of those plans into concrete actions with properly aligned organizational structures and business practices. As full-time management consultants to public leaders, we approach the process of strategic planning not as an annual "event," but rather as the defining step in a rigorous and repeatable cycle. Strategic plans lead to operational plans which, in turn, lead to budgets and resource allocation decisions and on to service delivery, measurement of results and recalibration as needed. We, therefore, work with our strategic planning clients as trusted business advisors, not just workshop facilitators, and we seek to leverage our extensive operational knowledge to produce practical and implementable plans.

As noted elsewhere in this Statement of Qualifications and Proposal, both AGI and the Elim Group have supported many governmental and not-for-profit organizations with their strategic planning needs and helping them build the necessary operational linkages to drive tangible and measurable outcomes. The table below illustrates the breadth of the strategic planning, team building, and organizational and process improvement experience represented by the Azimuth and Elim Team. We know and understand local government!

### RANGE OF LOCAL GOVERNMENT CONSULTING EXPERIENCE AND EXPERTISE

Clients	Strategic Planning	Team Building	Organization & Management Assessment	Business Process Improvement
<b>The Azimuth Group Clients</b>				
City of Abilene, Texas	●	●		
City of Ann Arbor, Michigan	●	●		●
City of Arlington, Texas	●	●	●	●
City of Colleyville, Texas	●	●		
City of Denton, Texas			●	●
City of Duncanville, Texas	●			
City of Fort Worth, Texas	●	●	●	●
City of Forney, Texas	●	●		
City of Frisco, Texas			●	●
City of Irving, Texas	●	●	●	
City of Sachse, Texas	●			



Clients	Strategic Planning	Team Building	Organization & Management Assessment	Business Process Improvement
City of Southlake, Texas	●	●	●	●
City of Wichita Falls, Texas	●	●		
Dallas Area Rapid Transit Authority			●	●
New Hanover County, NC	●			
North Texas Tollway Authority	●		●	
Ramsey County, Minnesota			●	●
Texas Department of Motor Vehicles			●	
Trinity River Authority of Texas	●	●	●	
The Elim Group Clients				
City of Durango, Colorado	●	●		
City of Garden City, Kansas	●	●		
City of Garland, Texas	●	●		
City of Hot Springs, Arkansas	●	●		
City of Justin, Texas	●	●		
City of Keller, Texas	●	●		
City of Kerrville, Texas	●	●		
City of Murphy, Texas	●	●		
City of Plainview, Texas	●	●		
Ellis County, Kansas	●	●		





## PROJECT APPROACH

This section of the AGI response to the City of Lancaster provides detailed information about our strategic planning methodology and the specifics of our proposed approach for the 2018 strategic planning and team building workshop.

## BACKGROUND

The City of Lancaster is located in Dallas County and is governed under the Council-Manager form of government. Serving a population of just under 38,000 residents and is situated within a strategically important growth corridor in Dallas's Southern Sector, with highly advantageous access to the national transportation network.

A Texas Home Rule municipality, the City of Lancaster operates under the Council/Manager form of government with policy-making authority reserved to the seven-member City Council who, in turn, delegate the day-to-day administrative responsibilities to a professional City Manager. Lancaster has adopted a practice of annual strategic planning workshops to assist the Mayor, Council and executive staff establish a collective vision for the community and its local government and to define specific strategic objectives to drive the allocation of scarce resources toward high value / high return activities. For the fiscal year 2017-2018, the City's combined funds expenditure budget is \$55.3 million. As published in the FY 2016-2017 budget, the City's total workforce is just under 300 full-time equivalent positions.

The stated *Vision* of the City of Lancaster is:

***Lancaster is a thriving and diverse community where we value our historical assets and natural beauty. Residents and stakeholders are engaged and take pride in this City. Lancaster is the Shining Star of Texas with opportunities to live, learn, work and play.***

The Lancaster *Mission* statement is:

***Lancaster City government is financially sustainable and provides efficient customer-friendly services. Our citizens have trust and confidence in city government and leaders.***

Five *strategic goals* are established for fiscal year 2017 - 2018, each of which is supported by operating objectives, include:

- *Financially sound city government*
- *Healthy, safe and engaged community*
- *Professional and committed city workforce*
- *Sound infrastructure*
- *Quality development*

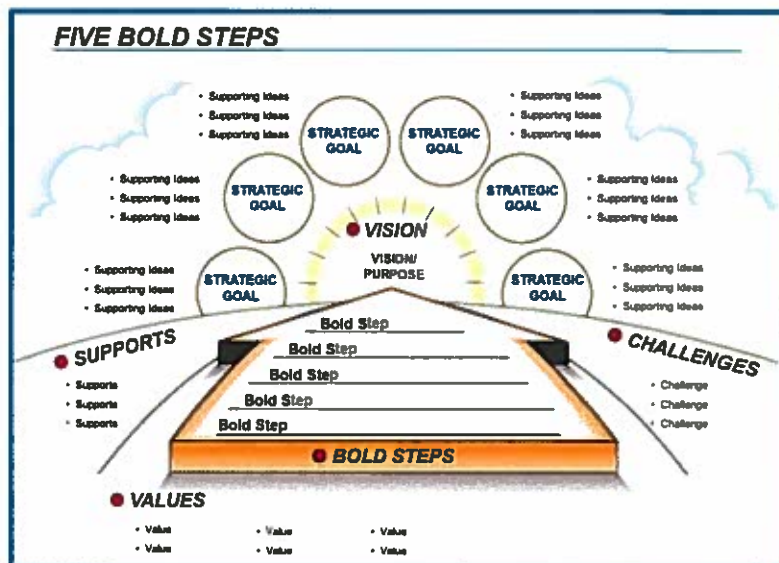
Together, these statements of Vision, Mission, and Objectives constitute the core of the Council's strategic plan and priorities. The City Manager's management agenda and the annual budgeting process, define the tactical plans for the execution of the Council's strategic intent.

The specific scope and objectives of the 2018 planning and team building workshop include, but are not necessarily limited to, the following:



### Five Bold Steps

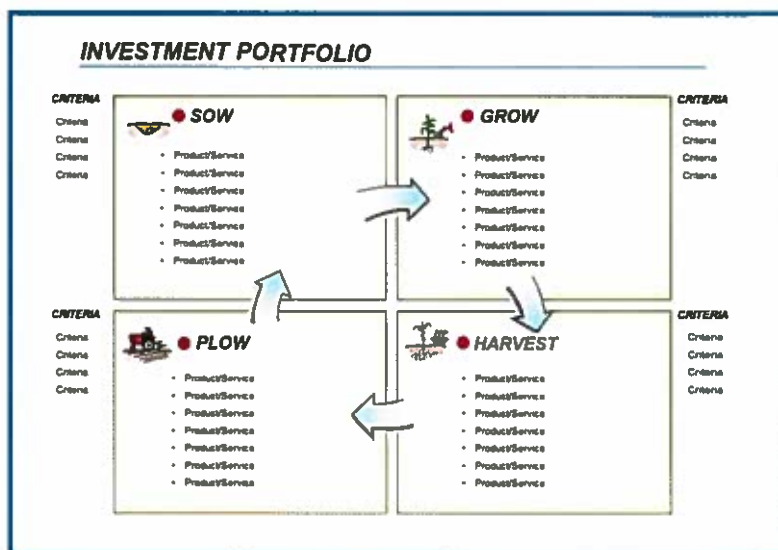
The Five Bold Steps graphical template is used to help leaders focus on the identification of the specific action steps required to advance their strategic vision, accomplish their mission and complete their high-priority goals. It is useful anytime a group needs to begin generating action steps in the context of visioning. It can be used in an extensive strategic-visioning session or in smaller work groups, and by teams or company divisions during a period of major organizational change. It is also great for meetings, retreats and trainings, and works exceptionally well as a tool to identify major vision themes following use of the Cover Story Vision, the SWOT Matrix and the Context Map graphic guides.



### Investment Portfolio Analysis

The collection of programs and services provided by the City of Lancaster to its residents and businesses can be likened to the business portfolio of large companies. Each service represents an investment of the City's resources, with a desired return or outcome sought. From time to time, it is important to critically examine that portfolio and, when necessary and appropriate, "rebalance" to ensure that the mix of services and resource allocations remain relevant and strategic.

The Investment Portfolio graphic guide is used to help participants think through the appropriate balance of services, using an agriculture metaphor: What investments in new services and capabilities should the organization plant, or "sow," now? What existing services need to "grow"? Which of the service portfolio are currently successful, but need to be improved or "harvested"? And, finally, are there any services or programs that have yielded all that they can and should be "plowed under" and the resources they require allocated elsewhere? Based on this and other analyses, the planning process participants will be able to develop a specific set of strategic goals for the organization.

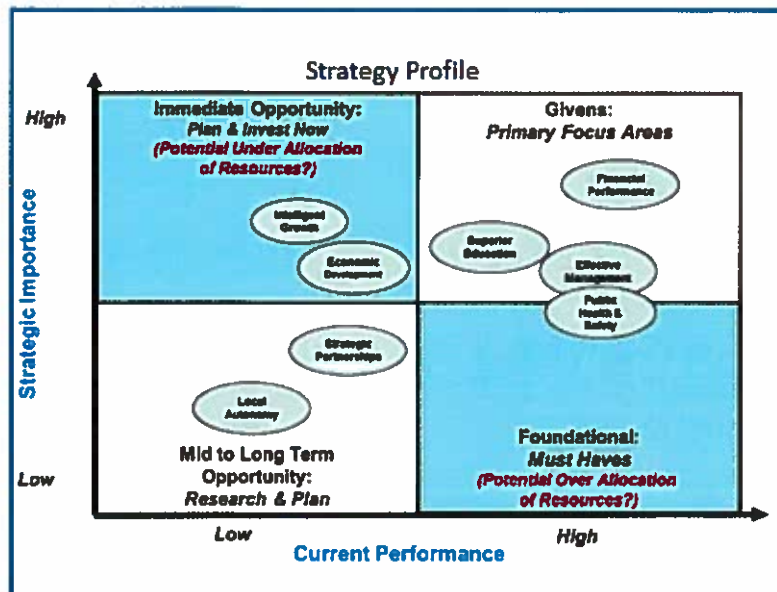


## Strategy Profile

We will incorporate anonymous wireless keypad voting technology to rank and prioritize the identified strategic goals in terms of their relative importance and current performance. The resulting 2x2 matrix profile allows the workshop participants to assess the corresponding value of each goal, the time-frame for the accomplishment of each and the allocation of resources.

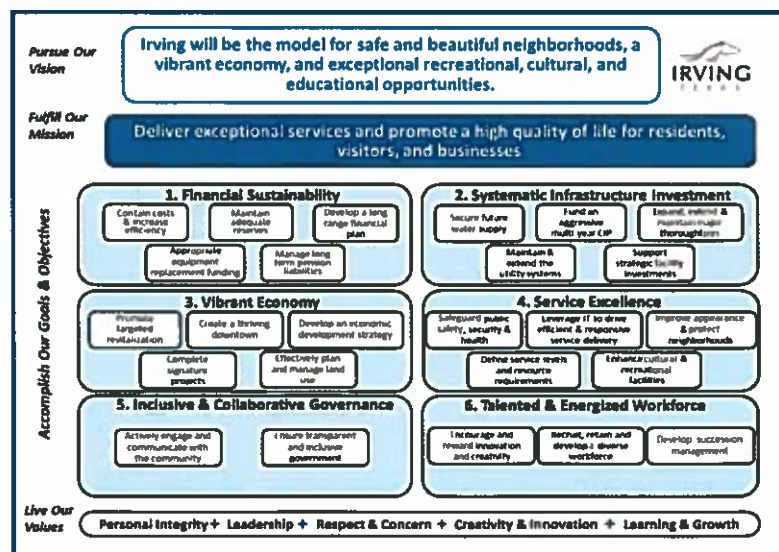
Definitions of the four quadrants of the strategy profile are as follows:

- **"Givens"** are high value/high-performance items. They constitute the City's primary strategies and are indispensable to current success. If they are very high in strategic importance and near the center line of performance they require effort at improvement, towards doing them better. Givens demand high levels of constant attention to assure the quality of the system.
- **"Foundational Strategies"** are vital support functions. They are necessary to the system and should be performed at least an acceptable level.
- **"Immediate Opportunities"** indicate key areas for *innovation* that can have major and early impact on success. They show where not only "doing things differently" but *doing different things* is imperative. Implementation time lines are usually less than one year.
- **"Mid to Long-term Opportunities"** represent key success factors that would likely be brought on line following execution of the Immediate Opportunities. These *innovations* are usually 1-2 years or more out.



## Strategy Map

One of the key deliverables of the strategic planning effort will be a graphical strategy map. A strategy map is merely a visual depiction of the organization's strategy in terms of its vision, mission, core values, strategic goals and business objectives. It is a concise, quick reference guide to the strategic plan and is a useful tool for communicating the plan to others. It also supports alignment of departmental operating plans, program initiatives and to the overall strategic





plan. The map's primary value is as a communication tool – a way to simply portray the interdependencies of the critical elements of the organization's purpose, its vision, its values and its objectives in an accessible and easily understandable format. We note that the City of Lancaster currently has a graphical depiction of its strategy displayed on its website.

## TEAM BUILDING ACTIVITIES

Strengthening the organizations capacity for collaboration and teamwork is an important outcome of the strategic planning and goal setting process. During the initial planning tasks, AGI consultants will work with you to identify and then select the specific exercises, activities, and methods for engaging workshop participants as members of the larger City of Lancaster leadership team. Examples of the range of options and alternatives that might be applied include those described below.

### Ice Breakers and Team Building Games

Numerous activities designed to help workshop participants forge trusting relationships and to strengthen their skills as working team members are available. These can range from simple meeting "icebreakers" to more involved, structured and time-intensive activities. AGI has designed and incorporated team building activities into multiple strategic planning workshops with both elected officials and appointed staff. Without divulging the details have included:

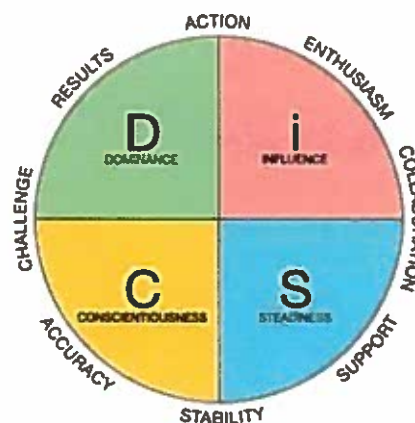
- Two truths and a lie.
- House of cards.
- Bridge to nowhere.
- Wilderness survival.
- Minefield.

We will work with you to determine which of these, or others, are suitable for this group, should be avoided, or have been used previously and then incorporate appropriate activities into the workshop agenda.



### Personality Styles Profiling

A variety of non-judgmental behavioral assessment tools are available to support the improvement of communication, strengthen working relationships and the development of capable teams. One such tool employed by the Elim Group with City Councils and management staff is the DiSC<sup>®</sup> profile. The DiSC<sup>®</sup> profiling process can help individuals working within a team to improve teamwork, manage others more efficiently, become more self-aware and enhance collaborative problem-solving.



### Visual Explorer Exercise

Individuals and small groups can use a “Visual Explorer” session, using tools from the Center for Creative Leadership. The Visual Explorer toolset is described as “a tool for creative conversations and deep dialogues—using a wide variety of images—about almost any topic chosen by the user. Because of its versatility and ability to engage all kinds of people, VE is widely used in organizations, communities, schools, and coaching relationships, with the outcome of better conversations about things that matter.”

Visual Explorer allows participants to create collages of images to depict both the “as-is” state and the “to-be” vision for the future of Lancaster, and to then describe the gaps between the two. This would then be followed by brainstorming to identify specific strategies to close the gaps. This technique relies on a large deck of photographic images that focus group members individually browse and then, along with their counterparts, build and describe visual stories to reveal important underlying themes and aspirations to be addressed in the strategic plan.



### CoNexus Decision Support Technology

CoNexus is an automated decision support tool employing wireless keypad technology to promote innovative thinking, collaboration and decision-making within groups. The software incorporates 30-years of research on change management and strategic planning. For groups interested in rethinking their future and in creating collective decisions, the technology supports a powerful process for getting groups to see beyond traditional self-imposed limitations. Typical uses of the CoNexus technology include:



- Developing a purpose and mission for an organization and clarifying the organization's values.
- Determining how and when to address critical issues identified in the context of strategic planning.
- Group polling, data gathering and prioritization of important information.

Data from group members is collected anonymously and displayed instantly. Participant's positions can, therefore, be discussed objectively, without confrontation.

## DETAILED PROJECT PLAN

The strategic planning approach described in this section is based on our D<sup>4</sup> strategic planning framework and will serve as a roadmap for the AGI consulting team and the City of Lancaster. It describes in specific detail the phases and tasks that will be the focus of the 2018 planning effort.



## PHASE 1 – DEFINE

The purpose of the work in the **Define** phase is to initiate the 2018 strategic planning process, verify timelines and due dates, and to initiate the data collection needed to lay the groundwork for the development of the strategic planning workshop.

### Task 1.1 – Mobilize the strategic planning team

In this step, we will work closely with the City Manager, City Secretary and, if appropriate, the Mayor, to clarify and refine the scope of the strategic planning and team building workshop. Completion of this task helps to ensure a shared understanding between the City and the consulting team of the answers to such questions as:

- What is the purpose and intended use of the Strategic Plan? (What does a successful project look like?)
- Who (specifically, by name) should be involved in preparation, review, and approval of the strategic plan, and how?
- Where and when should the strategic planning and team building workshop be held and who will be accountable for making those arrangements?
- What are the important milestone dates and other time constraints that the team must respect?

### Key Activities

- Conduct initial project kick-off meetings with the City Manager and/or her designee.
- Confirm project management and reporting protocols.
- Discuss, at a high level, the “business landscape” for the Lancaster in terms of operating environment, critical issues, funding streams, political / policy priorities, key players and interest groups, etc.
- Confirm discovery interview participants and methods for each (individual vs. group interview).
- Initiate logistical planning and coordination for the strategic planning workshop.

### Task 1.2 – Confirm scope and schedule

After the project mobilization meetings, the AGI team will modify this project plan as needed and present a finalized project schedule to the City for review and approval.

### Key Activities

- Revise the project plan as necessary, based on your input and dialog.
- Deliver an updated project plan and milestone schedule for final acceptance and approval.

## PHASE 2 – DISCOVER

Based on the decisions reached in the prior phase of work, the **Discover** phase allows for the gathering of pertinent data and the completion of preparatory interviews necessary to the design of a meaningful and worthwhile planning workshop.

### Task 2.1 – Initiate data collection

The AGI team will request, collect and review a considerable amount of documentary data as background for the planning project. Examples of the types of data we will seek – to the extent available – include:



- Current mission, vision, values statements.
- Current goals, objectives and performance measures.
- Current operating budget, annual financial reports, revenue and expenditure projections.
- Prior year strategic planning documents / reports.
- City organization charts.
- Community and regional demographic data and growth trends.

#### Key Activities

- Develop and review initial data request.
- Work with Lancaster staff to gather required data.
- Review collected data for completeness and understanding.

#### Task 2.2 – Complete DiSC<sup>®</sup> profile assessment tool

The project consultant will conduct a customized teambuilding exercise designed to help the council understand both their individual and team communication and decision-making styles. Utilizing the DiSC<sup>®</sup> personality profiling instrument conducted online, we will develop individualized profiles each council member, the City Manager, City Secretary and others in advance of the discovery interviews described below.

#### Task 2.3 – Complete discovery interviews

AGI team members will conduct one-on-one interviews with the City Manager, City Secretary, Mayor and each member of the City Council. As a part of these conversations, we will debrief participants on their individual DiSC<sup>®</sup> profile results, and the expected use of those results in the team-building and Council rules and procedures review elements of the planning workshop. We also recommend conducting a single focus group with the City's senior management team including:

- |   |  |
|---|--|
| • Assistant City Manager                      | • Director of Public Works                                   |
| • Director of Finance                         | • Fire Chief   |
| • Director of Human Resources                 | • Police Chief   |
| • Director of Economic Development            | • Managing Director of Quality of Life and Cultural Services |
| • Director of Equipment and Facility Services | • Others the City Manager may suggest                        |

We suggest that these meetings be scheduled over the course of one or two days, approximately two to three weeks in advance of the workshop. This advanced completion of these key data gathering activities is to allow sufficient time for the results and the understanding gained by the project team to be considered in the final design of the planning workshop.

#### Key Activities

- Prepare discovery interview schedule.
- Review and understand the status and progress on existing Council goals and objectives.
- Conduct discovery interviews and share DiSC<sup>®</sup> profile results.
- Conduct a single focus-session with the City's senior leadership team.
- Collect information on potential amendments to City Council policies and procedures.
- Summarize the discovery interview results and review with appropriate City representatives.



## PHASE 3 – DEVELOP

This phase of work comprises the tasks necessary for the actual development of the updated Lancaster strategic plan, based on the data developed in the previous phases.

### Task 3.1 – Prepare, review and revise the workshop agenda

In this task the AGI team will define and document the participants, agenda, process, and logistics required for a 2-day intensive planning workshop for the Lancaster senior leadership team, both elected and appointed. At a minimum, participation will include the Mayor, Council, City Manager, City Secretary and Assistant City Manager.

#### Key Activities

- Identify and finalize the list of workshop participants.
- Develop a detailed workshop agenda.
- Coordinate workshop venue and logistical details with City staff.
- Present the workshop design to the City Manager, City Secretary and Mayor for final approval.

### Task 3.2 – Plan and prepare workshop activities

The planning workshop will consist of a variety of individual, small group, and collective tasks. These will range from structured exercises to free-flowing dialog and brainstorming. In this task, the AGI will determine the types of activities and processes to best support the desired outcomes in accordance with the approved agenda.

#### Key Activities

- Design and order graphic facilitation guides and templates.
- Develop a workshop presentation / facilitation guide.
- Conduct an advance site visit / site inspection to ensure the adequacy of the meeting facility, plan seating arrangement, audio-visual needs, and the like.
- Arrange for advanced facility access for room setup and testing of required technology.

### Task 3.3 – Finalize the team building exercise design

Using information developed from the DiSC<sup>®</sup> profile and the discovery interviews, as well as guidance and input provided by the City Manager, Mayor and/or appropriate others, we will design effective activities and exercises to promote teamwork and collaboration among the workshop participants. These activities will serve to help the member of the Council to perform as an effective governing body and will promote cooperation and trust between Council and staff. This process is specifically designed to help each individual member and the team collectively learn how to have challenging conversations (those where the issues are significant and where differences of opinion may exist) in such a way as to preserve the holism of the council and staff teams while achieving maximum outcomes. This type of teambuilding is significant while being fun and fast paced and builds understandings that transcend the workshop itself.

#### Key Activities

- Identify and select team building activities from a list of options provided by AGI.
- Secure necessary materials and equipment.
- Prepare participant instructions and guidelines as needed.





**Task 3.4 – Facilitate the strategic planning and team building workshop for the Lancaster City Council and senior staff.**

This task includes a number of sub-tasks designed to lead the Lancaster leadership group through the process of building a workable strategic plan for the municipal organization. After some general introductory and “ice-breaking” and team building activities, the AGI team will lead a carefully planned series of activities, relying on proven group facilitation techniques, to build consensus and acceptance on the essential elements of a new strategy.

**Task 3.4.1 – Understand and describe the current strategic context and SWOT**

This step within the workshop design will include an examination of the external environment within which the City must operate and succeed. It considers such factors as social and economic trends, political and regulatory actions, emerging technology, market trends, citizen needs and other uncertainties. The strategic context establishes the environmental conditions most likely to have an impact on Lancaster’s ability to achieve its mission, consistent with its vision and values. Included in this portion will be a discussion of the Council’s policy and procedures and the extent to which they may need modification to support future strategic progress.

**Task 3.4.2 – Validate the City’s Vision, Mission, and Values**

Effective strategy must rest on a shared and clearly articulated understanding of the organization’s overarching purposes and goals. This is most commonly expressed and documented in the form of concise and memorable statements of the organization’s vision (typically aspirational in nature), a focused statement of mission (more action-oriented than the vision) and a brief listing of core values (the ethical parameters within which the vision and mission will be realized).

To validate the current Vision statement, we may use the Visual Explorer technique of building a collage of images to depict the desired future state. The Mission Statement then flows from that, and the workshop participants will work in teams to create, and then to reconcile, alternative statements of mission. Finally, participants will brainstorm and prioritize a set of shared values for the organization and its employees and will discuss the unique characteristics of Lancaster that differentiate it from its competitors and may be leveraged for future benefit.

**Task 3.4.3 – Develop and prioritize strategic goals**

Using a collaborative and interactive process, supported by advanced technology tools for group consensus building and prioritization, AGI will facilitate the identification of strategic goals for the City of Lancaster. These may be an extension or clarification of current strategic goals or, depending upon the results of the planning effort and earlier workshop activities could include additional new or replacement goals. Using an electronic decision support tool, these goals will then be rank ordered and evaluated in terms of their strategic importance and current performance to establish those goals that, if achieved, can have the most impact on the City’s ability to accomplish its mission.

**Key Activities**

- Facilitate a two-day strategic planning workshop with the Lancaster leadership team.
- Incorporate team-building activities into the process of reviewing and updating the City Council rules and procedures.
- Validate, update or create compelling statements of Vision, Mission and Values.
- Brainstorm, discuss, evaluate and prioritize new or updated strategic goals and objectives
- Document high-level indicators of success.



### Task 3.5 – Prepare a City of Lancaster strategy map

The strategy map is a graphical depiction of the overall strategy and illustrates the linkages between the vision, mission, values, and strategic goals and objectives. The strategy map is the framework for strategic management and an effective tool for the communication of the organization's strategic intent.

#### Key Activities

- Develop the strategy map in draft and circulate for review and comment.
- Revise and finalize the strategy map based on feedback received.

### Task 3.6 – Finalize and present a written summary report

The final task involves the compilation of all of the previously developed elements of the Lancaster strategic planning workshop into a cohesive summary document that will be an effective tool for sustaining and renewing the strategic management process over time.

#### Key Activities

- Prepare and review a draft strategic planning workshop report with the City Manager and others as appropriate.
- Make appropriate corrections and revisions based on comments and feedback received.
- Present the final report to the City Council for adoption and approval.

## SUMMARY

The project approach presented above is comprehensive in its scope and is supported by the usage of leading visual planning tools and technology designed to make the planning process both engaging and substantive. We have also incorporated a very robust approach to the team-building component of the workshop, blending the insight into the behavioral dynamics of the City Council and staff with a real-world governance tasks of reviewing and updating the Council's rules and procedures. These tools and techniques will be applied by highly experienced management consultants with successful careers in local government administration before starting their consulting practices. We are confident in our approach and strongly believe that the value we offer the City of Lancaster is substantial.





## ATTACHMENT C: COST

Project costs are important to The Azimuth Group, just as they are to the City of Lancaster. When preparing a project budget, we do so based on our understanding of your stated needs, the specific requirements of the Request for Qualifications and Proposal, and our own experience providing similar services to multiple local government agencies over many years. *From time to time, however, our estimates do not align with the expectations of the client. In those instances, we are always prepared to review and revise both our project scope and budget to better fit your requirements.* We will not miss this opportunity over price considerations alone.

As detailed below, our firm fixed price for the 2018 Strategic Planning and Team Building Workshop, inclusive of professional fees and out-of-pocket expenses, is \$17,132. As local firms, our expense projections do not include any costs for such items as airfare, lodging, or car rental. This budget includes \$1,500 for the time and costs involved in administering the DiSC® profile assessment and interpreting the results as a part of the team-building component of the workshop. If the City elects to eliminate this step, pricing will be reduced accordingly.

	Consultant Hours		
	D. Eisenlohr	M. Conduff	Total
Hourly Rate:	\$ 200	\$ 200	
<b>Define</b>			
1.1 Mobilize the strategic planning team	2	2	4
1.2 Confirm project scope and schedule	2	-	2
<b>Subtotal Hours</b>	4	2	6
<b>Subtotal Fees</b>	\$ 800	\$ 400	\$ 1,200
<b>Discover</b>			
2.1 Initiate data collection	2	-	2
2.2 Complete DiSC profile assessment tool	-	2	2
2.3 Complete discovery interviews	8	8	16
<b>Subtotal Hours</b>	10	10	20
<b>Subtotal Fees</b>	\$ 2,000	\$ 2,000	\$ 4,000
<b>Develop</b>			
3.1 Prepare, review and revise the workshop agenda	2	2	4
3.2 Plan and prepare workshop activities	4	-	4
3.3 Finalize the team building exercise design	-	2	2
3.4 Facilitate the planning and team building workshop	16	16	32
3.5 Prepare a City of Lancaster strategy map	2	-	2
3.6 Finalize and present a written summary report	8	2	10
<b>Subtotal Hours</b>	32	22	54
<b>Subtotal Fees</b>	\$ 6,400	\$ 4,400	\$ 10,800
<b>GRAND TOTAL HOURS</b>	46	34	80
<b>GRAND TOTAL FEES</b>	\$ 9,200	\$ 6,800	\$ 16,000

### Project Expenses

Airfare	N/A	\$ -
Lodging	N/A	\$ -
Rental Car	N/A	\$ -
Parking	N/A	\$ -
Meals / Per diem	8 partial days @ \$12	\$ 96
Mileage	10 trips x 80 miles @ \$0.545	\$ 436
Workshop Supplies	Estimate	\$ 500
Delivery charges	Estimate	\$ 100
<b>Total Expense Estimate</b>		<b>\$ 1,132</b>
<b>TOTAL 2018 PROJECT BUDGET</b>		<b>\$ 17,132</b>



AGI's normal business practice is to submit progress billings on a monthly basis, based on work performed during the preceding month. Invoices are due upon receipt.

Should you desire services beyond the scope of the proposal, we will be more than happy to provide such additional services at our then-current hourly rates, plus actual out-of-pocket costs. We understand and agree that no such additional services will be performed without prior written authorization.

## ASSUMPTIONS

- We understand that the City reserves the right to renew any contract that may ensue from this proposal for an additional three years beyond 2018. We will review and revise both our approach and our budget for each renewal term, according to the then-current needs of the City of Lancaster.
- The City will assign a staff member as the main point of contact for the planning and coordination of the required interviews and workshop sessions. This individual will be responsible for the assembly of any requested documents and other background material, scheduling of required meetings, interviews and conference calls, workshop logistical arrangements, etc.
- The City will work with AGI to make such technical arrangements for presentation projection / display, workshop session recording, etc. that may be required. The workshop room or rooms will include required facilities and equipment including, at a minimum, a projector, power availability and projection screen.
- The City will provide and pay directly for required meeting rooms, room setups, food and beverage during the workshop sessions and other facilities and services required to support the planning and team building workshop.
- AGI will deliver one, unbound reproducible copy and one electronic copy in PDF format of the final workshop summary report. The City will be responsible for the reproduction and distribution of this document as needed.



## APPENDIX – REQUIRED FORMS

- **BID CHECKLIST**
- **IRS FORM W-9**
- **CONFLICT OF INTEREST FORM**
- **REFERENCE FORM**
- **BID FORM FOR ISRAEL**



# City of Lancaster, Texas

## Bid Information

Bid Owner Alton Dixon Purchasing Agent  
Email adixon@lanaster-tx.com  
Phone 1 (972) 218-1329  
Fax 1 (972) 218-3621  
  
Bid Number 2017-83  
Title Strategic Planning Services - City Council  
  
Bid Type RFP  
Issue Date 12/04/2017  
Close Date 12/28/2017 03:00:00 PM (CT)

## Contact Information

Address PO Box 940  
  
Lancaster, TX 75146  
Contact Alton Dixon Purchasing Agent  
Department Purchasing  
Building  
Floor/Room  
Telephone (972) 218-1329  
Fax (972) 218-3621  
Email adixon@lanaster-tx.com

## Ship to Information

Address 211 N. Henry  
  
Lancaster, TX 75146  
Contact  
Department Purchasing  
Building City Hall  
Floor/Room  
Telephone 972 (218) 1300  
Fax  
Email

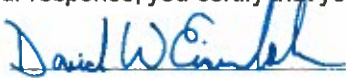
## Supplier Information

Company Name The Azimuth Group, Inc.  
Contact Name David W. Eisenlohr  
Address 3429 Westminister Ave., #215  
Dallas, TX 75205  
  
Telephone 214.987.3423  
Fax 214.987.0919  
Email deisenlohr@azimuthgrp.com

## Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature



Date 12/28/2017

## Bid Notes

## Bid Activities

Date	Name	Description
11/17/2017 12:00 PM (CT)	Week 1	Advertisement 11/17 & 11/19
11/23/2017 12:00 PM (CT)	Week 2	Advertisement 11/23 & 11/26
11/30/2017 12:00 PM (CT)	Week 3	Advertisement 11/30
12/28/2017 03:00 PM (CT)	Submittals are due	Responses are due before the close time.

## Bid Messages

## Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	W9 Blank.pdf	Please complete the form and upload in Response Attachments.

Header	Conflict of Interest Form (CIQ) - COL Version.pdf	Please complete the form and upload in Response Attachments.
Header	e-Procurement General Terms & Conditions.doc	General Terms & Conditions
Header	Reference Page.doc	Please complete the attached form and upload to the response attachment tab.
Header	Strategic plan City Council Rules & Procedures 2016.pdf	City Council Rules and Procedures Current
Header	Strategic Planning Specs 2.docx	Specifications
Header	Bid Form for Israel.docx	Form for Israel

### Bid Attachments Requested

The following attachments are requested with this opportunity

### Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Questions	All questions shall be addressed to Alton Dixon, Purchasing Agent via email at purchasing@lancaster-tx.com.	<u>Acknowledged</u> (Required)
2	Company Ownership	Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.	<u>No</u> (Optional)
3	Difficulties	What difficulties do you anticipate in serving the City? How do you plan to manage these and what assistance will you require from the City? Describe your firm's past performance on other contracts for the City (e.g. cost control, cost savings, schedule control).	<u>None anticipated</u> (Optional)
4	Litigation	Address any performance related litigation that your firm may be, or has been, involved in over the last five (5) years.	<u>None</u> (Required)
5	Litigation with City of Lancaster	Is your firm involved in any litigation (past or pending) with the city of Lancaster? If yes, please provide details.	<u>No</u> (Optional)
6	Open Records Act	All responses will be maintained confidential until award is finalized. At that time, all proposals are subject to the Open Records Act.	<u>Acknowledged</u> (Required)
7	PROPERTY TAXES	Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form. Valid Responses: [Please Select], I do not owe property Taxes, I do owe property taxes	<u>I do not owe property taxes</u> (Required)
8	Special Services	Provide details regarding any special services or product characteristics, or other benefits offered or advantages to the City if selecting your firm.	<u>See proposal</u> (Optional)
9	Website Address	Enter product website information	<u>www.azimuthgrp.com</u> (Required)
10	T&C Acknowledgement	I have read and agree to the terms and conditions of this bid.	<u>Acknowledged</u> (Required)

- |  |   |                              |
|--|---|------------------------------|
| 11 Bid Acknowledgement                   | Bidder affirms that they have read and understand all requirements of this proposal. Additionally, the bidder affirms that they are duly authorized to execute this contract and that this company has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the bidder nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal. | Acknowledged (Required)      |
| 12 Insurance                             | Vendor shall provide insurance as listed in the insurance requirements attached.  | Acknowledged (Required)      |
| 13 Alternate Items                       | <p>1.) Variations from the specification may be acceptable provided such differences are noted on the bid and detailed specifications uploaded for review.</p> <p>2.) Any substitutions from the brand name mentioned must be proved to be equal and may be considered for award by the Purchasing Agent and requesting department, if so proven.</p>   | Acknowledged (Required)      |
| 14 County                                | What county is your principal place of business located?  | Dallas County, TX (Required) |
| 15 Immigration                           | Employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the US) and aliens authorized to work in the US. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.                     | (No Response Required)       |
| 16 Laws and ordinances                   | The Contractor shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations which in any manner affect the Contract or the work.   | Acknowledged (Required)      |
| 17 Payment Terms                         | The City of Lancaster's payment terms are Net 30.   | Acknowledged (Required)      |
| 18 Late Submission                       | Bids/RFQs are not accepted after the closing date and time. The City of Lancaster is not responsible computer, mail or carrier issues/problems. The server time located in the top right corner of this software is the official clock. It is the responsibility of the user to ensure you have chosen the correct time zone for your company.  | Acknowledged (Required)      |
| 19 Change Orders - Professional Services | Consultants must receive written approval from the City prior to initiating any additional work. Additional services for which compensation exceeds \$50,000 must be approved by the City Council. All changes in services for which compensation is less than \$50,000 may be administratively approved by the City Manager. In the event that an authorization of change in services causes the original contract to increase in excess of the \$50,000 threshold, the original contract must be ratified by the City Council.  | Acknowledged (Required)      |
| 20 AWARD OF CONTRACT                     | The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment   | Acknowledged (Required)      |

Bonds and have been approved by the City of Lancaster and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Lancaster.

21 Deviation

DEVIATIONS: In the event, you the Proposer, intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the "Terms and Conditions" and other information attached hereto, all such deviations must be detailed and uploaded in the RESPONSE ATTACHMENTS section of the e-pro system with the description DEVIATION.

Acknowledged (Required)

NO DEVIATIONS: In the absence of any deviation, Proposer assures the City of Proposer's compliance with the Terms, Conditions, Specifications, and information contained in this RFP.

Valid Responses: [Please Select], No Deviations, Yes, a list of Deviations are attached

22 Award

Response to specifications, location of vendor, history/relationship, price and vendor's ability to perform the work are the primary factors in determining the lowest responsible bid.

(No Response Required)

23 MWBE 1

Is your company M/WBE or HUB certified?  
Valid Responses: [Please Select], Yes, No

No (Required)

24 MWBE 2

If yes, what is your certification number?

N/A (Optional)

25 MWBE 3

If yes, what agency completed the certification?

N/A (Optional)

26 MWBE 4

If yes, what is the expiration date of your certification?

N/A (Optional)

27 BID PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as protests relating to alleged improprieties or ambiguities in the specifications.

Acknowledged (Required)

The limitation does not include protests relating to staff recommendations as to award of a bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary PRIOR to Council Award.

28 Reciprocal Information 1

The City of Lancaster, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.  
\*\*Where is your principal place of business?  
Valid Responses: [Please Select], Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New

Texas (Required)



Hampshire, New Jersey, New Mexico, New York , North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming

- 29 Reciprocal Information 2 For Businesses not located in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage? N/A - Texas Business (Required)  
Valid Responses: [Please Select], Yes, No, N/A-Texas Business
- 30 Reciprocal Information 3 If Yes, What is the dollar increment or percentage? N/A - Texas Business(Required)
- 31 Notification How did you here about this bid opportunity? Other (Required)  
Valid Responses: [Please Select], Dallas Morning News, Demandstar/Onvia, e-procurement system, Focus News, Plan Room, Texas - ESBD, Other
- 32 Plan Room - Other If yes for a plan room or other, please list which plan room or other means of notification. N/A (Optional)
- 33 Response Term Responses shall be valid for ninety (90) calendar days after the opening date and shall constitute an irrevocable offer to the City of Lancaster for the 90 calendar day period. The 90 calendar day period may be extended by mutual agreement of the parties. Acknowledged (Required)
- 34 Terminology Throughout this document, the terms Contractor, Bidder, Proposer, and/or Vendor may be used interchangeably. Reference to any of these terms throughout this document should be construed by the reader as meaning any bidder for the products/services being requested (e.g., Bidder, Proposer); or the bidder who has been awarded a bid/RFQ or contract (e.g., Contractor, Vendor). Acknowledged (Required)

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Total Price to Complete the 2018 Strategic Planning Session.	\$17,132 (Optional) Price

Supplier Notes: \_\_\_\_\_

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Completion Date	Please list the number of days to complete this project.	30-45 (Required)

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>The Azimuth Group, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) <b>3419 Westminster, Suite 215</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Dallas, Texas 75204</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
OR								
Employer identification number								
2	6		-	0	8	1	9	5 0 8

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of  
U.S. person ▶

*Shelley Eisenlohr*

Date ▶

*3/11/17*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**STATE OF TEXAS – FORM CIQ**  
**CONFLICT OF INTEREST QUESTIONNAIRE**  
For A Vendor or Other Person Doing Business with the City of Lancaster

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose on this form the vendor name, person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the Purchasing Agent of the City of Lancaster not later than the 7<sup>th</sup> business day after the date the person becomes aware of the facts that require the statement to be filed.

Please return the completed form to City of Lancaster, Attn: Purchasing, PO Box 940, Lancaster, TX 75146.

See Section 176.006 of the Local Government Code for further details. Note: A person commits an offense (Class C misdemeanor) if the person violates Section 176.006.

A City of Lancaster employee or officer is defined as a member of the Lancaster City Council, Lancaster Economic Development Corporation Board of Directors, Lancaster Recreational Development Corporation Board of Directors, Housing-Finance Corporation Board of Directors, and any employee of the City that makes purchasing decisions or recommendations regarding the use of funds of the City or said corporations.

1. Please provide the following information:

Company Name:	The Azimuth Group, Inc.	Contact	David W. Eiesnlohr, President
Address	3419 Westminster, #215 Dallas, TX 75205	Phone	214.987.3423
Check this box if you are filing an update to a previously filed questionnaire.			

2. Name of each employee, official, or contractor of the City of Lancaster who makes purchasing decisions or recommendations regarding the use of funds of the City or corporations listed above and describe the business relationship with your firm.

Name	Affiliation or Business Relationship
Ms. Opal Mauldin-Jones, City Manager	No business relationship
Mr. Alton Dixon, Purchasing Agent	No business relationship
All other elected or appointed officials	No business relationship

Complete item 3 if you have listed someone in item 2. This section must be completed for each officer with whom the vendor/business (filer) has an affiliation or other relationship. Attach additional pages, if necessary.

3. Name of City of Lancaster officer with whom the vendor/business has affiliation or business relationship.

N/A - no business relationships

A	Is the City of Lancaster employee or officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?	YES	NO
B	Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the City of Lancaster officer named in this section and the taxable income is not from the City of Lancaster?	YES	NO
C	Is the filer of this questionnaire affiliated with a corporation or other business entity that the City of Lancaster employee or officer serves as an officer or director, or hold an ownership of 10 percent or more?	YES	NO
D	Describe each affiliation or business relationship.		

4. Signature



Signature of person doing business  
with the City of Lancaster (filer)

12/27/2017

Date

## REFERENCE PAGE

Please list at least five (5) references for which you have performed the same or similar services over the last two years. Please include all information requested below.

<b>1</b>	<b>City of Duncanville, Texas</b>	<b>Mr. Kevin Hugman, City Manager</b>
Company Name <b>203 E Wheatland Rd      Duncanville</b>		Contact Person <b>Texas      75116</b>
Street Address <b>972.780.5003      972.780.5077</b>		State <b>khugman@duncanville.com</b>
Telephone <b>City Council strategic planning support</b>		Zip <b>75116</b>
Fax <b>City Council strategic planning support</b>		Email <b>khugman@duncanville.com</b>
Products or Services Purchased by the above Reference		
<b>2</b>	<b>City of Colleyville, Texas</b>	<b>Ms. Adrienne Lothery, Assistant City Manager</b>
Company Name <b>100 Main Street      Colleyville</b>		Contact Person <b>Texas      76034</b>
Street Address <b>817.503.1110      817.503.1129</b>		State <b>alothery@colleyville.com</b>
Telephone <b>Council visioning and priority setting support</b>		Zip <b>76034</b>
Fax <b>Council visioning and priority setting support</b>		Email <b>alothery@colleyville.com</b>
Products or Services Purchased by the above Reference		
<b>3</b>	<b>City of Fort Worth, Texas</b>	<b>Ms. Susan Alanis, Assistant City Manager</b>
Company Name <b>200 Texas Street      Fort Worth</b>		Contact Person <b>Texas      76102</b>
Street Address <b>817.392.8180      817.392.6134</b>		State <b>Susan.alanis@fortworthtexas.gov</b>
Telephone <b>City Council and senior management team strategic planning services</b>		Zip <b>76102</b>
Fax <b>City Council and senior management team strategic planning services</b>		Email <b>Susan.alanis@fortworthtexas.gov</b>
Products or Services Purchased by the above Reference		
<b>4</b>	<b>City of Wichita Falls, Texas</b>	<b>Mr. Darron Leiker, City Manager</b>
Company Name <b>1300 7<sup>th</sup> Street      Wichita Falls</b>		Contact Person <b>Texas      76301</b>
Street Address <b>940.761.7404      940.761.8833</b>		State <b>Darron.leiker@wichitafallstx.gov</b>
Telephone <b>City Council strategic planning support</b>		Zip <b>76301</b>
Fax <b>City Council strategic planning support</b>		Email <b>Darron.leiker@wichitafallstx.gov</b>
Products or Services Purchased by the above Reference		
<b>5</b>	<b>City of Ann Arbor, Michigan</b>	<b>Ms. Sara Higgins, Strategic Planning Manager</b>
Company Name <b>301 E. Huron Street      Ann Arbor</b>		Contact Person <b>Michigan      48107</b>
Street Address <b>734.794.6110      734.332.5966</b>		State <b>shiggins@a2gov.org</b>
Telephone <b>Organizational strategic planning and implementation support</b>		Zip <b>48107</b>
Fax <b>Organizational strategic planning and implementation support</b>		Email <b>shiggins@a2gov.org</b>
Products or Services Purchased by the above Reference		

### Government Agencies That Your Firm Has Done Business With:

City of Abilene, Texas  
 City of Arlington, Texas  
 Dallas Area Rapid Transit Authority  
 City of Dallas, Texas  
 City of Denton, Texas  
 City of Irving, Texas

City of Frisco, Texas  
 City of Sachse, Texas  
 City of Southlake, Texas  
 City of Raleigh, NC  
 Borough of Lansdale, PA  
 Ramsey County, MN

New Hanover County, North Carolina  
 Delaware River Port Authority  
 North Texas Tollway Authority  
 Trinity River Authority  
 Texas Department of Motor Vehicles  
 Many others – see attached

## Azimuth Group Clients

Serving the professional service needs of public sector organizations is not just our business, it is our passion. Over the course of our careers, members of the Azimuth team have served a "who's who" of leading clients in the public services sector. The listing below lists some the clients that we have helped to discover new directions, with clarity and impact during, both with AGI and predecessor organizations.

### **Cities**

City of Abilene, TX  
Town of Addison, TX  
City of Albuquerque, NM  
City of Allen, TX  
City of Alvin, TX  
City of Ann Arbor, MI  
City of Ardmore, OK  
City of Arlington, TX  
City of Asheville, NC  
Village of Bartlett, IL  
City of Battle Creek, MI  
City of Baytown, TX  
City of Bedford, TX  
City of Bowling Green, KY  
City of Bryan, TX  
City of Carrollton, TX  
City of Cincinnati, OH  
City of Cedar Falls, IA  
City of Cedar Park, TX  
City of Clayton, MO  
City of College Station, TX  
City of Colleyville, TX  
City of Colorado Springs, CO  
City of Coppell, TX  
City of Corpus Christi, TX  
City of Costa Mesa, CA  
City of Dallas, TX  
City of Deerfield Beach, FL  
City of Denton, TX  
City of Des Moines, IA  
City of DeSoto, TX  
City of Dodge City, KS  
City of Duncanville, TX  
City of El Paso, TX  
City of Evanston, IL  
City of Fayetteville, NC  
Town of Flower Mound, TX  
City of Forney, TX  
City of Fort Worth, TX  
City of Fort Smith, AR  
City of Frisco, TX  
City of Galveston, TX  
City of Grand Island, NE  
City of Gainesville, TX  
City of Galveston, TX  
Village of Glen Ellyn, IL  
City of Greensboro, NC  
City of Grapevine, TX  
City of Heath, TX  
Town of Highland Park, TX  
City of Hickory, NC  
City of Hurst, TX  
City of Irving, TX  
City of Kalamazoo, MI

City of Kansas City, MO  
City of Keller, TX  
Borough of Lansdale, PA  
City of Lawrence, KS  
City of La Porte, TX  
City of Lee's Summit, MO  
City of Liberty, MO  
Village of Lombard, IL  
City of Longview, TX  
City of Lubbock, TX  
City of McKinney, TX  
City of Mesquite, TX  
City of Miami, FL  
City of Mineral Wells, TX  
City of Missouri City, TX  
City of Moore, OK  
City of Naperville, IL  
City of New Braunfels, TX  
Village of Oak Park, IL  
City of Odessa, TX  
City of Olathe, KS  
City of Oklahoma City, OK  
Village of Palatine, IL  
City of Pampa, TX  
City of Port Arthur, TX  
City of Raleigh, NC  
City of Richardson, TX  
City of Round Rock, TX  
City of Rowlett, TX  
City of Sachse, TX  
City of Salisbury, NC  
City of San Angelo, TX  
City of San Antonio, TX  
City of San Marcos, TX  
City of Stillwater, OK  
City of Southlake, TX  
City of St. Peters, MO  
City of Sugar Land, TX  
City of Tallahassee, FL  
City of Terrell, TX  
City of Thousand Oaks, CA  
City of Tulsa, OK  
City of University Park, TX  
City of Waco, TX  
City of Waxahachie, TX  
City of Weatherford, TX  
City of West Chicago, IL  
City of West University Place, TX  
City of Wichita Falls, TX  
Village of Woodridge, IL  
City of Woodway, TX

### **Counties**

Bernalillo County, NM  
Bexar County, TX

Boulder County, CO  
Calhoun County, MI  
Champaign County, IL  
Collier County, FL  
Dallas County, TX  
Henderson County, TX  
Lake County, IN  
Los Alamos County, NM  
New Hanover County, NC  
New Hanover County Health  
Department, NC  
Orange County, FL  
Ramsey County, MN  
Peoria County, IL

### **State Agencies**

Alabama Department of Human  
Resources  
Maryland Transportation Authority  
New York Worker's Compensation  
Commission  
Ohio Department of Administration  
Oklahoma Department of Finance  
and Revenue  
Texas Comptroller of Public  
Accounts  
Texas Department of Motor  
Vehicles  
Texas Health & Human Services  
Commission  
Wyoming Office of State Lands

### **Special Purpose Districts**

Brazos River Authority  
Dallas Area Rapid Transit Authority  
Delaware River Port Authority  
Guadalupe Blanco River Authority,  
TX  
Houston Metropolitan Transit  
Authority  
Las Vegas Clark County Library  
District, NV  
Capital Metropolitan Transit  
Authority, TX  
Tarrant County 911 District, TX  
VIA Metropolitan Transit Authority,  
TX  
Jacksonville Transit Authority, FL  
North Texas Tollway Authority, TX  
Maryland Transportation Authority  
North Central Texas COG  
Port Authority Transit Corporation,  
NJ  
Trinity River Authority of Texas

**Public Education**

Dallas County Community College  
District  
Collier County Public Schools, FL  
Charlotte Mecklenburg Public  
Schools, NC  
Cape Fear Community College, NC  
Central Piedmont Community  
College, NC  
Fayetteville Technical Community  
College, NC  
Guilford Technical Community  
College, NC  
McLennan Community College, TX  
Natchitoches Parish Public Schools,  
LA  
Northeast Independent School  
District, TX  
University of Texas Brownsville  
University of North Texas at Dallas  
Western Nebraska Community  
College

**Not for Profits**

American Heart Association  
Arlington Tomorrow Foundation  
Big XII Athletic Conference  
Conference USA  
California Councils of Civil Engineers  
and Land Surveyors  
Oklahoma Municipal League  
National Purchasing Institute  
MetroPort Cities Partnership



**VERIFICATION REQUIRED BY  
TEXAS GOVERNMENT CODE SECTION 2270.001**

The Azimuth Group, Inc. (the "Company") hereby verifies that the Company:

1. Does not boycott Israel; and
2. Will not boycott Israel during the term of this contract.

**COMPANY NAME:** The Azimuth Group, Inc.

**SIGNED BY:** 

**Print Name & Title:** David W. Eisenlohr, President

**Date Signed:** 12/27/2017

For purposes of this Verification, the following definitions apply:

(1) The phrase "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) The word "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

## LANCASTER CITY COUNCIL

### City Council Work Session

3.

**Meeting Date:** 03/19/2018

**Policy Statement:** This request supports the City Council 2017-2018 Policy Agenda.

**Goal(s):** Financially Sound Government

**Submitted by:** Baron Sauls, Finance Director

---

#### **Agenda Caption:**

Receive a presentation and discuss the Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ending September 30, 2017, as prepared by BKD LLP, CPAs and Advisors; the City of Lancaster's independent auditors.

#### **Background:**

The City of Lancaster, Texas engaged the independent certified public accounting firm BKD LLP, CPAs and Advisors to perform the annual audit of the City of Lancaster, Texas and its component units. This is the fifth year that BKD LLP, CPAs and Advisors has conducted the City's audit. The audit field work began in January and concluded in March, 2018. The City staff and BKD worked closely to ensure all requests and deadlines were met to accomplish this goal.

The purpose of this agenda item is to formally submit the Comprehensive Annual Financial Report for the fiscal year ended September 30, 2017, to the City Council. The report is distributed to numerous financial institutions, bond rating agencies, the City's financial advisors, and grantors to comply with financial disclosure requirements. This report is designed to provide readers with an understanding of the financial status of the City and its results of operations.

Council will receive a presentation from BKD LLP, CPAs and Advisors.

## LANCASTER CITY COUNCIL

### City Council Work Session

4.

**Meeting Date:** 03/19/2018

**Policy Statement:** This request supports the City Council 2017-2018 Policy Agenda

**Goal(s):** Financially Sound Government  
Healthy, Safe & Engaged Community

**Submitted by:** Fabrice Kabona, Assistant to the City Manager

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#### **Agenda Caption:**

Receive and discuss a presentation from Community Waste Disposal regarding refuse and recycling services.

#### **Background:**

Council will receive an annual report regarding the refuse and recycling services program in accordance with Article II Section 21.00 of the Solid Waste & Recycling Services contract with Community Waste Disposal.

#### **Article 14.00, Section 14.02 "Modification of Rates" of the Solid Waste contract states:**

The contractor may petition the City, in writing, for an increase or decrease in the rates no more than once per two years or every other year during the life of the contract. The price increase or decrease shall go into effect beginning on January 1st of the year for which the adjustment was requested for. The unit prices for Residential units and rates for Commercial Customers may be increased in an amount not to exceed 3%. All rate adjustment requests must be submitted to the City by September 1st of each eligible year under this contract.

The current solid waste contract started in February 2016. In accordance with the above section, Community Waste Disposal has until September 1, 2018 to submit a rate adjustment request effective in January 2019.

Attached is a document illustrating the rate adjustment impact should CWD submits a request for rate increase at the maximum allowable rate.

#### **Attachments**

CWD Contract Excerpt  
Annual Review Presentation

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- 13.02 **CONTRACTOR** shall provide a monthly report showing the number of front load Containers serviced by size and frequency of collection.
- 13.03 **CONTRACTOR** shall quote rates for Commercial services in compliance with the rates set forth in **Section 25.00 Commercial Rates**. Rates include all disposal costs.
- 13.04 **CONTRACTOR** shall quote a monthly Customer service charge, as outlined in **Section 24.00 Residential Rates**, for service per residential unit per month. The **CITY** shall bill the Residential Units, and shall pay the **CONTRACTOR** as set forth in **Section 24.00 Residential Rates**. **CONTRACTOR** shall be entitled to payment for all services rendered.
- 13.05 **Charges to be paid to CONTRACTOR**. For services provided, the **CONTRACTOR** shall be entitled to payment in accordance with the rate schedules set forth in Section 24. and Section 25. The **CONTRACTOR** shall be entitled to payment net thirty (30) days for all services provided during the previous month. The **CITY** will maintain responsibility for collecting payments from all Residential Units. **CONTRACTOR** is responsible for billing all Commercial Units. The **CONTRACTOR** will be entitled to payment from the **CITY** for all services provided to Residential Units.
- 13.06 **Charges to be paid to CITY**. The Contractor shall pay the City a street usage fee, as agreed upon between the City and Contractor, on or before the last day of each month. Such fee will be based on the gross amount billed to all Commercial Units for all services rendered during the preceding month excluding any sales taxes.
- 13.07 **Billing Collection**
- 13.07.01 The **CITY** shall bill for Residential service and collect payment for services provided by the **CONTRACTOR** under the Contract, including accounts that are delinquent. In addition, the **CITY** will collect, report and disperse to the State of Texas, any and all applicable sales tax. The **CONTRACTOR** is responsible for billing Commercial service and collect payment for services provided to Commercial customers. The **CONTRACTOR** will collect, report and disperse to the State of Texas any and all applicable sales tax generated from Commercial customers.
- 13.07.02 The **CONTRACTOR** shall bill and collect payment for Roll Off services. Additionally, the **CONTRACTOR** may elect to collect deposits in advance of services to Roll Off Customers. Deposit amounts shall be determined by the **CONTRACTOR** and shall be based on estimations of charges to be incurred at individual customer locations

#### **14.00 RATE GUARANTEE AND ADJUSTMENTS**

- 14.01 The rates set forth in Section 24 and Section 25 are guaranteed for the term of the **CONTRACT** subject to sections 14.02 and 14.04 herein. All disposal costs are included in the rate schedules.
- 14.02 **Modification of Rates:** Base rate adjustments will be considered by the City one month following the second year of the primary term of the contract. Contractor may petition the City, in writing, for an increase or decrease in the rates no more than once per two years or every other

year during the life of the contract. The price increase or decrease shall go into effect beginning on January 1 of the year for which the adjustment was requested for.

The unit prices for Residential Units and rates for Commercial Customers may be increased in an amount not to exceed 3%. Contractor must receive approval from the City Council, after public hearing, in order to increase the base rates, which approval shall not be unreasonably withheld.

All rate adjustments requests must be submitted to the City by September 1<sup>st</sup> of each eligible year under this contract.

The percentage breakdown among the three components of the annual adjustment (CPI, Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below.

**CPI (see System Chart for %)**

The basis for the CPI component of the increase will be the increase in the "Consumer Price Index – All Urban Consumers", all items (not seasonally adjusted) less Energy, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the CPI index. For the Cost Adjustment to be effective, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year's contract anniversary date. The Base CPI will be the previous year's "Current Index Value" and the Current CPI Index will be the most recently published Index two (2) months prior to the current year's contract anniversary date.

**FUEL (see System Chart for %)**

The Fuel portion of the Cost Adjustment will be determined using the increase in the Department of Energy's Weekly Retail On-Highway Diesel Prices per gallon for the Gulf Coast region as reported by the Energy Information Administration of the U.S. Department of Energy ([www.eia.doe.gov](http://www.eia.doe.gov)). The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the diesel fuel index. For the Cost Adjustment to be effective, the Base or Previous Fuel Index will be the average DOE diesel fuel cost per gallon for the most recent three (3) month period ending two (2) months prior to the contract anniversary date. The Current Fuel Index will be the DOE average diesel fuel cost per gallon for the three (3) month period ending two (2) months prior to the contract anniversary date. The Base or Previous Fuel Index will be the previous year's "Current Index Value", and the Current Fuel Index will be the average DOE diesel fuel cost for the three month period ending two (2) months prior to the current years contract anniversary date.

## EXHIBIT A

### RATE SCHEDULES

(to Solid Waste Collection and Disposal Contract Between City of Lancaster, Texas and CWD)

#### 24.00 RATES – RESIDENTIAL RATE SCHEDULE

##### BASE SERVICE (Residential):

- A. Fully Automated Solid Waste Collection  
Per Unit Per Month, 95-Gallon Polycart  
Once a Week Collection(Haul Rate) \$6.27 \_\_\_\_\_
- A1. Fully Automated Solid Waste Collection  
Per Unit Per Month, 95-Gallon Polycart  
Once a Week Collection(Disposal Rate) \$Included in A \_\_\_\_\_
- A2. Monthly cost for additional 95 gallon solid waste Polycart \$4.70 \_\_\_\_\_ per Cart
- A3. Two (2) HH&EW Xtreme Green Events per year \$Included in A \_\_\_\_\_
- B. Recyclable Materials Collection & Processing  
Per Unit Per Month (Haul & Disposal)  
Once a Week Collection, 95 Gallon Polycart \$2.20 \_\_\_\_\_ per household
- B1. Monthly cost for additional 95 gallon recycling Polycart \$1.65 \_\_\_\_\_ per cart
- C. Brush and Bulk pick up –12 cubic yard limit collection & Processing  
Per Unit Per Collection, Every Other month Collection, Included in A \_\_\_\_\_  
Any Bulk or Brush pick-up exceeding 12 cubic yards per collection is to be charged to the customer as an additional fee.
- D. Cost per month for City-wide Trash-Off haul \$0.70 \_\_\_\_\_ per household

#### 25.00 RATES - COMMERCIAL RATE SCHEDULE

(Rates are net to contractor and do not include franchise fees, billing fees or taxes.)

Commercial Collection, Per ninety-five (95) Gallon Polycart\*

Automated Collection Cost: (Haul Rate): Once Per Week \$15.32 \_\_\_\_\_  
Automated Collection Cost: (Disposal Rate): Once Per Week Included in Haul Rate \_\_\_\_\_  
Additional Cart(s) Once Per Week \$14.47 \_\_\_\_\_ per cart

##### Commercial Containers Rates – Price Haul Rates (Disposal costs included)

Size/Pickup	1xWeek	2xWeek	3xWeek	4xWeek	5xWeek	6xWeek	Extra
2 Cu Yd (Haul)	\$58.65	\$108.54	\$150.97	\$193.40	\$235.83		\$68.00
3 Cu Yd (Haul)	\$67.08	\$124.12	\$172.64	\$221.16	\$269.68		\$70.00

4 Cu Yd (Haul)	\$83.86	\$155.21	\$215.84	\$276.46	\$337.08		\$72.00
6 Cu Yd (Haul)	\$100.70	\$186.36	\$259.20	\$332.04	\$404.88		\$76.00
8 Cu Yd (Haul)	\$125.92	\$233.00	\$324.13	\$415.26	\$506.39		\$78.00
Casters	\$7.85 per lift						
Locks, Gates	\$7.85 per lift						

**Recycling for Small Businesses (if business selects to contract with City Contractor):**

<u>Size/Pickup</u>	<u>1xWeek</u>	<u>2xWeek</u>	<u>Extra</u>
6 Cu Yd (Haul)	\$80.00	NB	\$62.50
6 Cu Yd (Disposal)	Included above	NB	\$62.50
8 Cu Yd (Haul)	\$80.00	NB	\$62.50
8 Cu Yd (Disposal)	Included above	NB	\$62.50

**Vertical Compactors- Once per week collection (Emptied by Front End Loaders):**

4 Cubic Yard Per Haul	<u>\$316.00</u>	Disposal	<u>\$Included in rates</u>
6 Cubic Yard Per Haul	<u>\$386.00</u>	Disposal	<u>\$ Included in rates</u>
8 Cubic Yard Per Haul	<u>\$469.00</u>	Disposal	<u>\$ Included in rates</u>

Other: Monthly rental and installation to be negotiated with the customer





Partners Since 2016

# City of Lancaster

# CWD 2017 Annual Review



# **Council Meeting Presentation**

**March 19, 2018**

**Greg Roemer**

**President**

**Nicole Roemer**

**Municipal Coordinator**

# Residential Services

## Weekly Trash Service



Partners Since 2016



**Trash is serviced with ASL trucks Monday through Friday.**



# Residential Services

## Bi-Monthly Bulk & Brush Service



Partners Since 2016



**12 cubic yards of bulk and brush are collected every other month.  
Residents must place all items out at the curb  
by Monday of their assigned week.**





# Residential Services

## Additional Trash & Bulk Items



Partners Since 2016



**Additional bulk and brush items can be dropped off, free of charge,  
at the CWD Transfer Station during non-bulk months.**

**2010 California Crossing Dallas TX 75220 Monday – Saturday 8:00 am – 1:00 pm**



# Residential Services

## Weekly Recycling Service



Partners Since 2016



**Recycling is serviced with ASL trucks Monday through Friday.**



# Commercial Recycling



**Partners Since 2016**



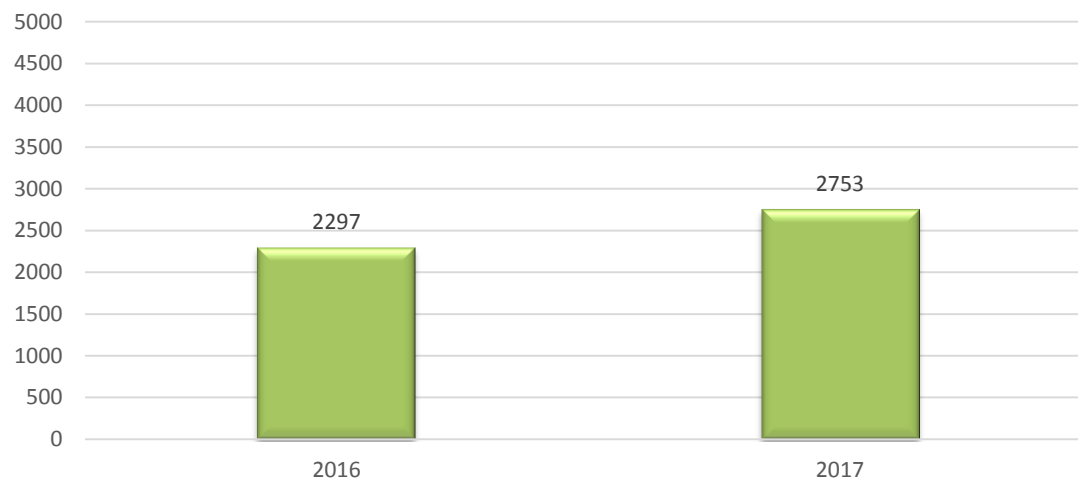
**Lancaster businesses diverted 505.02 tons from the landfill in 2017.**



# Residential Recycled Materials Tons Per Year



Partners Since 2016



**Lancaster residents recycled 2,753 tons of material in 2017.**

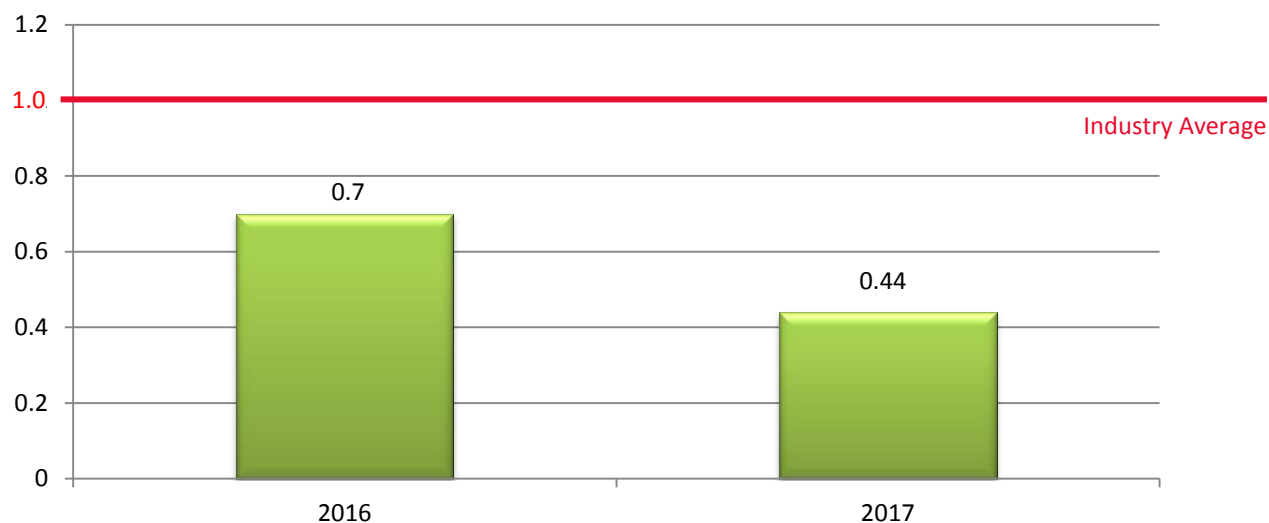




# Customer Service Inquiries Per 1,000 Service Opportunities



Partners Since 2016



**1,241,141 yearly service opportunities; 548 inquiries**

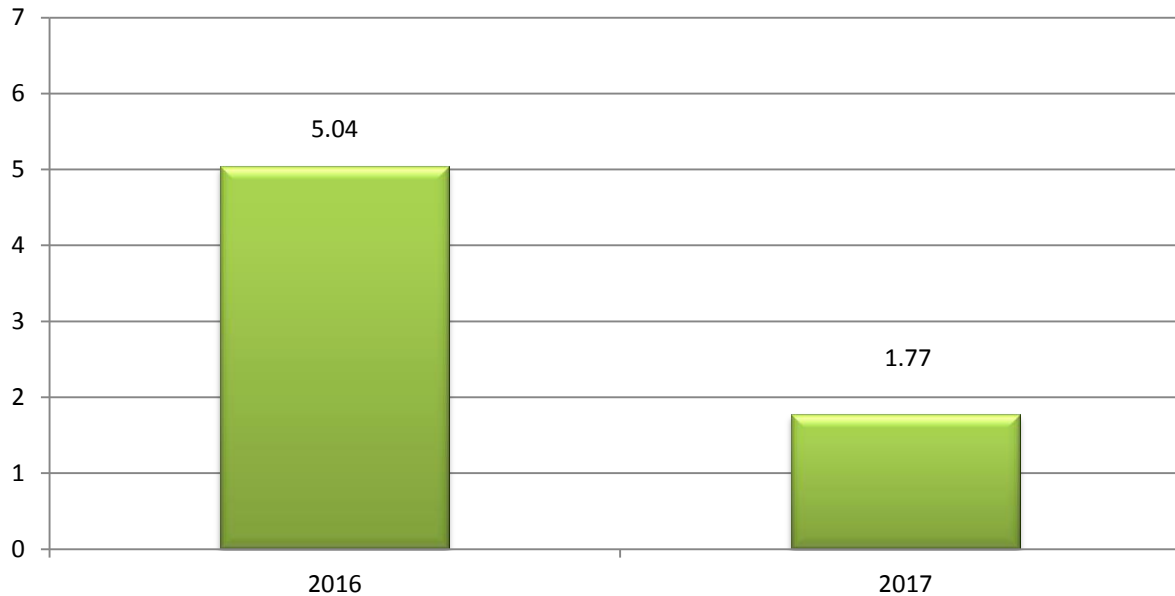


# Residential Driver Incident Per 100,000 Service Opportunities



Partners Since 2016

RDIs can include a vehicle accident, a property claim, reckless driving or a conduct complaint.



**1,241,141 yearly service opportunities; 22 incidents**



# Spring & Fall X-treme Green Events

## One-stop Place to Dispose of HH&EW



Partners Since 2016



**HH&EW**



**Used Electronics**



**Tires (No Rims)**



**Appliances**



**Shredding**



# X-treme Green Events



**Partners Since 2016**



Date	HHW	Used Electronics	Tires	Metals	Shredding	Total
3/25/2017	6,537	4,680	7,960	4,180	6,045	29,402
11/4/2017	6,680	12,190	6,820	4,360	1,980	32,030



# Quarterly Trash Off Events

## One-stop Place to Dispose of Refuse, Bulk and Brush

Date	Tonnage	Number of Hauls
January 21, 2017	83,540 Pounds	22 Hauls
March 25, 2017	113,920 Pounds	21 Hauls
July 22, 2017	155,480 Pounds	27 Hauls
November 4, 2017	141,620 Pounds	31 Hauls



# Community Partnership Sponsorship



Partners Since 2016



**Juneteenth**





# Community Partnership Sponsorship



Partners Since 2016



**Christmas Tree Lighting**





# Community Partnership Sponsorship



Partners Since 2016



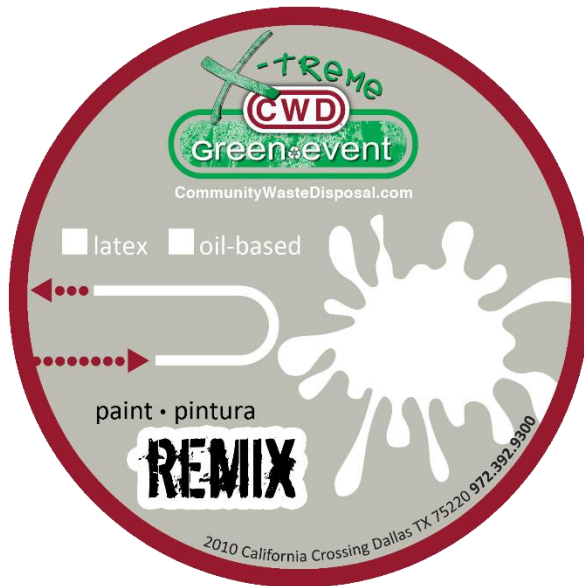
Christmas Parade



# Community Partnership Paint Reuse Program



Partners Since 2016



**CWD's Paint Reuse Program is an environmentally friendly way to reuse old paint. Latex and oil-based paint is available in one-gallon and five-gallon cans and comes in various shades of beige.**



# **Community Partnership Award Winning**



**Partners Since 2016**



**Keep Texas Beautiful awarded the City of Lancaster a Governmental Award  
for the first year.**



# **Saved Resources**



**Partners Since 2016**

**The City of Lancaster  
Recycled 2,753 Tons in 2017**

**SAVING:**

**46,801 Trees**

**1,046,140 Gallons of Oil**

**19,271,000 Gallons of Water**

**9,085 Yards of Landfill Space**

**11,287,300 Kilowatt Hours of Electricity**



# **Greening a Generation**

## **Thank You for Another Successful Year**



**Your new Trash Can is made from 100% recycled materials.**



**Partners Since 2016**





**Working Together to  
Bring You More**



**CommunityWasteDisposal.com**  
*Since 1984*

## LANCASTER CITY COUNCIL

### City Council Work Session

5.

**Meeting Date:** 03/19/2018

**Policy Statement:** This request supports the City Council 2017-2018 Policy Agenda

**Goal(s):** Financially Sound Government

**Submitted by:** Opal Mauldin-Jones, City Manager, David T. Ritter, City Attorney

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#### **Agenda Caption:**

Discuss and consider cost for City Attorney or someone from his firm appear to at every City Council Meeting.

#### **Background:**

As prescribed in the City Council rules and procedures as amended September 2016, Section D. City Council Agenda Process, Subsection 1.b., Mayor Pro Tem Carol Strain-Burk requested that an item be included on City Council Work Session for the purpose of discussing what the cost would be to have the City Attorney or someone from his firm appear at every City Council Meeting.

At the City Council Special Meeting held on Monday, January 29, 2018, Deputy Mayor Pro Tem Nina Morris requested information on ensuring that contracts, agreements, resolutions and ordinances are being reviewed by the City Attorney and not just stipulated as has been customary for the City of Lancaster, Texas.

The Brown & Hofmeister L.L.P. engagement letter signed on June 01, 2017 states:

#### **Financial Arrangements**

The attached Standard Terms of Engagement and Client Costs Advanced Schedule, together with this letter, outline the financial terms of our engagement. The hourly rate or the Firm's partners for this full service engagement, which includes our role as municipal court prosecutor, is \$175.00 an hour and the hourly rate for our associates is \$160.00. We will charge \$400.00 for one attorney to attend each of the two regularly scheduled City Council meetings attended within the month, which includes travel time. Any special council meetings or additional board or commission meetings will be billed at an hourly rate. The hourly rate for any partners of the firm is \$175.00 per hour. The hourly rate for any associates of the firm is \$160.00 per hour. These rates are locked in for one year. All billing will accrue in one tenth ( 1 /10th) of an hour increments.

#### **Attachments**

Executed Brown & Hofmeister, L.L.P. Engagement Letter

Monday, May 08, 2017 City Council Regular Meeting Minutes

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# **BROWN & HOFMEISTER, L.L.P.**

740 East Campbell Road  
Suite 800  
Richardson, Texas 75081

DAVID T. RITTER  
(214) 747-6112  
[dritter@bhlaw.net](mailto:dritter@bhlaw.net)

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Telecopier: (214) 747-6111  
[www.bhlaw.net](http://www.bhlaw.net)

June 1, 2017

Ms. Opal Mauldin-Robertson  
City Manager  
City of Lancaster  
211 N. Henry St.  
P.O. Box 940  
Lancaster, TX 75146

Re: Engagement of Brown & Hofmeister, L.L.P., for Legal Services

Dear Ms. Mauldin-Robertson:

This engagement letter, if accepted, will confirm the engagement by the City of Lancaster, Texas (hereinafter referred to as the "City"), of Brown & Hofmeister, L.L.P. (hereinafter referred to as the "Firm"), to provide legal services to the City, effective June 1, 2017. We appreciate your confidence in Brown & Hofmeister, L.L.P., we will do our best to continue to merit it, and we look forward to working with you.

The purpose of this letter, together with the "Standard Terms of Engagement" and the "Client Costs Advanced Schedule" attachments, is to set forth our mutual understanding with respect to the specific terms of our professional relationship. Please carefully review the two attached documents and contact me promptly should you have any questions in this regard. This letter, if accepted, together with the Standard Terms of Engagement and the Client Costs Advanced Schedule, constitutes our Agreement with you and the City of Lancaster (hereinafter referred to as the "Agreement"), under which legal services will be provided by the Firm.

## **Identity of Client**

The Firm will be representing the interests of the City of Lancaster, Texas.

## **Nature and Scope of Representation**

We understand that we are being retained as the City Attorney for the City of Lancaster.

## **Supervision and Delegation**

I will be the partner who will act as your City Attorney and I will coordinate and supervise the services we perform on the City's behalf. While I anticipate that I will perform or supervise most of the work, we routinely delegate selected responsibilities to other persons in the Firm when, because of special expertise, time availability or other reasons they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you, particularly on matters such as basic legal research and routine legal tasks. Ashley White, an associate with the Firm, will serve as Assistant City Attorney for this engagement.

## Financial Arrangements

The attached Standard Terms of Engagement and Client Costs Advanced Schedule, together with this letter, outline the financial terms of our engagement. The hourly rate of the Firm's partners for this full service engagement, which includes our role as municipal court prosecutor, is \$175.00 an hour and the hourly rate for our associates is \$160.00. We will charge \$400.00 for one attorney to attend each of the two regularly scheduled City Council meetings attended within the month, which includes travel time. Any special council meetings or additional board or commission meetings will be billed at an hourly rate. The hourly rate for any partners of the firm is \$175.00 per hour. The hourly rate for any associates of the firm is \$160.00 per hour. These rates are locked in for one year. All billing will accrue in one tenth (1/10<sup>th</sup>) of an hour increments.

If anything in this letter, or the Standard Terms of Engagement or the Client Costs Advanced Schedule, is unclear or should you have any questions in this regard, please advise me promptly so that we may discuss it and reach a full understanding.

## Acceptance of Terms

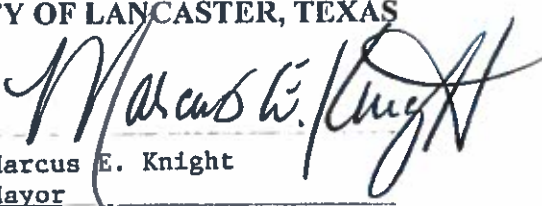
To formalize this arrangement, please have an authorized representative of the City return a signed copy of this engagement letter to me at your earliest convenience. I appreciate the opportunity to be of service to you, and look forward to working with you.

Sincerely,  
  
David T. Ritter

DTR/aa

**AGREED TO AND ACCEPTED:  
CITY OF LANCASTER, TEXAS**

By:

  
Marcus E. Knight  
Its: Mayor

Date: June 1, 2017

cc: Ms. Michelle Casey (Firm Billing Coordinator)

## STANDARD TERMS OF ENGAGEMENT

This statement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our Agreement with you; therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We also suggest that you retain this statement in your file.

### 1. The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly. We will provide services related only to matters as to which we have been specifically engaged. Any litigation commenced before June 1, 2017 will continue to be handled by the City's prior City Attorney or previously retained litigation counsel, as applicable.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

### 2. Fees For Legal Services

Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill requested to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and paralegals who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates from time to time, increasing them as the individuals gain experience and expertise and to reflect current economic conditions. We will notify you in writing if a modification of the hourly rate structure is under consideration and will not make a rate adjustment until prior express City approval has been received.

### 3. Other Charges

All out-of-pocket expenses (such as long distance telephone charges, copying charges, travel expenses, messenger expenses and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your monthly statement. We have enclosed a schedule which indicates the rate at which most of these items will be charged.

### 4. Billing Procedures and Terms of Payment

Our billing period begins on the 1<sup>st</sup> of the month and ends on the end of the month. We will render periodic statements to you for legal services and expenses. We usually mail these periodic statements toward the end of the month following the latest date covered in the statement. Each statement is payable within 30 days of its stated date and must be paid in U.S. Dollars.

If you have any question or disagreement about any statement that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

5. **Termination of Services**

You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent. Additionally, in the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon written notice, regardless of the then status of your matter. No termination shall relieve you of the obligation to pay fees and expenses properly-incurred prior to such termination.

6. **Retention of Documents**

During the representation of the City, we will maintain records in accordance with the City's records retention policy. After any termination in the firm's representation, we will make any records pertaining to the representation available to you for transfer to the City. In the case that the City opts not to transfer the records into its care, custody, or control, historically we have attempted to retain for a reasonable time copies of most documents generated by this Firm, but we cannot be held responsible in any way for failure to do so, and we hereby expressly disclaim any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

7. **Fees and Fee Estimates**

The hourly rate of the Firm's partners for this full service engagement, which includes our role as municipal court prosecutor, is \$175.00 an hour and the hourly rate for our associates is \$160.00. These rates are locked in for one year. All billing will accrue in one tenth (1/10<sup>th</sup>) of an hour increments.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us shall be subject to your agreement and understanding that such estimates do not constitute maximum or fixed fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

8. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. Venue of any case or controversy arising under or pursuant to this Agreement shall be in Dallas County, Texas, United States of America.

9. **Questions**

If you have any questions from time to time about any aspect of this Agreement, please feel entirely free to raise those questions. We want to proceed in our work for you with a clear and satisfactory understanding about every aspect of our billing and payment policies and we encourage an open and frank discussion of any or all of the matters mentioned in this memorandum.

## CLIENT COSTS ADVANCED SCHEDULE

The Firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of copy facilities, and other cases may not be so paper-intensive. Standard services such as secretarial and word processing time, file setup and file storage are not charged; however, other expenses such as long distance fees, copies, delivery fees and fax charges are billed to the client requiring those services. An explanation of the billing structure is as follows:

### Delivery Services

Outside delivery fees are charged to the client at the rate charged to the Firm. Overnight delivery services also are charged at the rate charged to the Firm.

### Telephone

Our long distance charges are based on the exact number of minutes per call as provided by our carriers. The rate applied to the call is \$.20 per minute. Cell phone charges will be charged at invoice rate if the call is long distance; otherwise, local telephone and cell phone charges will not be charged to the client.

### Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for standard postage; however, the cost of certified mail or other additional mail services will be charged to the client.

### Copies

Our standard rate for copies made by firm personnel is \$.15 per copy. This charge covers paper, equipment costs and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the Firm.

### Computerized Research

If a legal matter requires the use of computerized legal research, trained and skilled legal researchers are used to minimize on-line data charges. The cost charged to the client for computerized legal research is the same as the amount billed to the Firm.

### Fax

Fax copies will be charged at the rate of \$.25 per page.

### Travel

Attorney time spent traveling on behalf of a client will be billed to the client. The client will not be billed for mileage, gas or toll reimbursements. Hotel, meal, local transportation and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation for the expense will be submitted with the bill.

### Other Expenses

Expenses incurred to outside providers in connection with the client's legal services should be paid by the client directly to the outside provider unless specifically arranged in advance. If the Firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the Firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, PUC download fees, expert witness fees, consultants and other similar expenses. Such expenses will not be incurred without prior approval from the client.



## MINUTES

### LANCASTER CITY COUNCIL REGULAR MEETING OF MAY 8, 2017

The City Council of the City of Lancaster, Texas, met in a called Regular session in the Council Chambers of City Hall on May 8, 2017 at 5:30 p.m. with a quorum present to-wit:

#### Councilmembers Present:

Mayor Marcus E. Knight  
Mayor Pro Tem Carol Strain-Burk  
Deputy Mayor Pro Tem Stanley Jaglowski  
Marco Mejia  
Spencer W. Hervey Jr.  
Clyde C. Hairston  
Nina Morris

#### City Staff Present:

Opal Mauldin-Jones, City Manager  
Rona Stringfellow, Assistant City Manager  
Sean Johnson, Managing Director of Quality of Life & Cultural Services  
Shane Shepard, Director of Economic Development  
Fabrice Kabona, Assistant to the City Manager  
Alton Dixon, Purchasing Agent  
Sorangel O. Arenas, City Secretary

#### Call to Order:

Mayor Knight called the meeting to order at 5:31 p.m. on May 8, 2017 and altered the order of items on the agenda.

#### Executive Session:

4. The City Council shall convene into closed executive session pursuant to Section §551.074 (a)(1) of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: interview candidates for the position of City Attorney.
5. 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 5:32 p.m. and reconvened into open session at 9:08 p.m.

#### Invocation:

Pastor Dixon gave the invocation.

#### Pledge of Allegiance:

Councilmember Morris led the pledge of allegiance.

#### Proclamation:

Mayor Knight read a proclamation announcing the month of May as "Motorcycle Safety Awareness Month," which urges all residents to increase safety and awareness in the community to enable the reduction of accidents and injuries involving motorcyclists.

#### Citizens' Comments:

Sherita Haggerty, 1836 Athena Drive, did not wish to speak but shows support for agenda item 2.

Sue Wyrick, 721 Sequoia Drive, did not wish to speak but shows support for agenda item 2.

**Consent Agenda:**

City Secretary Arenas read the consent agenda.

1. Consider approval of minutes from the City Council Regular Meeting held on April 24, 2017.
2. Consider a resolution of the City Council of the City of Lancaster approving an agreement between the City of Lancaster and Great Lakes Recycling Inc. d/b/a Simple Recycling to permit the collection of soft recyclable materials from residential customers within the City.

**MOTION:** Mayor Pro Tem Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Jaglowski to approve consent items. The vote was cast for 7, 0 against.

3. Discuss and consider resolution supporting 85th Texas Legislature House Bill (H.B.) 1156, House Bill (H.B.) 2390, Senate Bill (S.B.) 1084 and Senate Bill (S.B.) 1090 related to animal services.

**MOTION:** Mayor Pro Tem Strain-Burk made a motion, seconded by Councilmember Hairston to approve item 3. The vote was cast for 6, 1 against [Mejia].

**MOTION:** Councilmember Morris made a motion, seconded by Councilmember Hairston to appoint legal services with Brown & Hofmeister, L.L.P. The vote was cast for 4, 3 against [Knight, Strain-Burk, and Mejia].

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

The meeting was adjourned at 9:47 p.m.

**ATTEST:**

**APPROVED:**

  
\_\_\_\_\_  
Sorangel O. Arenas, City Secretary

  
\_\_\_\_\_  
Marcus E. Knight, Mayor

## LANCASTER CITY COUNCIL

### City Council Work Session

6.

**Meeting Date:** 03/19/2018

**Policy Statement:** This request supports the City Council 2017-2018 Policy Agenda

**Goal(s):** Healthy, Safe & Engaged Community

**Submitted by:** Sean Johnson, Managing Director of Quality of Life and Cultural Services

---

### **Agenda Caption:**

Receive a presentation regarding FY 2018 projects completed by Youth Advisory Committee (YAC).

### **Background:**

As prescribed in the City Council rules and procedures as amended September 2016, Section D. City Council Agenda Process, Subsection 1. b. Deputy Mayor Pro Tem Nina Morris requested that an item be placed on an annual work session agenda in March of each year for the purpose of receiving a presentation from the Youth Advisory Committee (YAC).

City Council established a YAC for the purpose of seeking the input of its youth on municipal government issues, serving in an advisory capacity to evaluate relevant issues, and report to the City Council. Sean Johnson, Managing Director of Quality of Life and Cultural Services, will introduce YAC members who will provide an update on projects that have taken place and future initiatives, as well as, discuss the process of becoming a member and its benefits.

Updates on activities presented will include the following:

1. Texas Municipal League 2018 Youth Advisory Committee Summit
2. 2017/ 2018 Fiscal Year Projects and future planned Initiatives

### **Attachments**

2018 Youth Advisory Committee Presentation

---

# City of Lancaster Youth Advisory Committee 2018 Annual Update



## “Building Strong Leaders”



# Your Voice Counts

## Objectives:



- \* Lancaster YAC Purpose
- \* Lancaster YAC Goals
- \* Discuss participation in the Texas Municipal League's 2018 Youth Advisory Commission Summit
- \* Community and Volunteer Work
- \* Why join Lancaster Youth Advisory Committee?
- \* How to become a Lancaster Advisory Committee Member?
- \* What we would like to see in Lancaster?
- \* Future Initiatives

# 2018 FY City of Lancaster Youth Advisory Committee Officers



- \* Xavien Johns - Chair
- \* Matthew Frances – Vice Chair
- \* Jaimnyce Smith - PR Representative
- \* Jonathon Murray– Historian
- \* Jordan Kirkpatrick - Secretary



# City of Lancaster Youth Advisory Committee Purpose



The City of Lancaster has created a Youth Advisory Committee for the purpose of seeking the input of its youth on municipal government issues, serving in an advisory nature to evaluate relevant issues.





# Youth Advisory Committee Goals



- To promote interest and receive input from the youth in the community to develop, promote, and sustain programs and activities for the youth.
- To study, research, and investigate what other communities are doing to have the youth become an integral part in the development of the community.
- To promote the inclusive involvement of the Youth Advisory Committee to other communities.

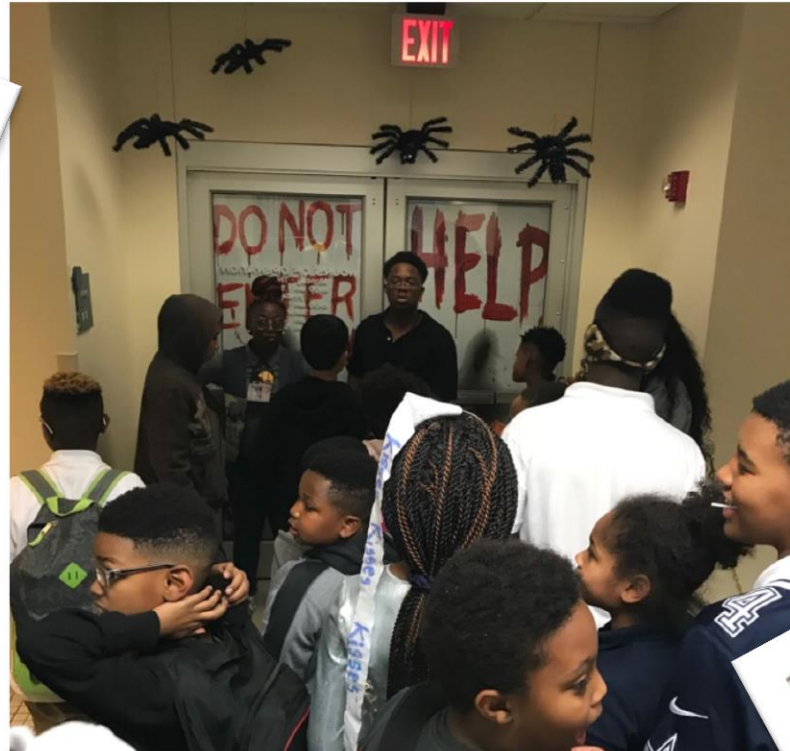


# Kaboom Playground Build





# Boo Bash



# Parent Child Valentines Dance



# YAC Assists With Future Cities Annual Competition

- The Future City Competition engages more than 40,000 students (grades 6<sup>th</sup> – 8<sup>th</sup>) each year throughout the United States. Students and teachers report a marked improvement in students' 21st Century skills.
- In Spring 2017 our YAC members were introduced and participated in the Future Cities program implemented at the Veterans Memorial Library.





# Lancaster Wins Best City Simulation

- In Fall of 2017 YAC members served as ambassadors to middle school participants of the S.A.F.E. program. The City of Lancaster won the Award for Best City Simulation
- By YAC members being introduced to this program initially, they were able to assist and provide guidance to our middle school participants.



# Comerica Bank

## “Gift of Knowledge” Program



- On Saturday, December 9, 2017 members of the Lancaster Youth Advisory Committee and youth from our S.A.F.E. program joined more than 90 other students around the area to partake in the Annual “Gift of Knowledge” Program sponsored by Comerica Bank and Project Still I Rise.





# Comerica Bank “Gift of Knowledge” Program



The benefits of the Gift of Knowledge Program:

- Comerica Bank issued \$25 towards a Saving account with Comerica Bank
- Empowered us about the sense of ownership and reinforces the gravity of developing good financial habits.
- Will receive an Online Program to work on at the Lancaster Veteran’s Memorial Library that will teach the topics of banking, saving, credit scores, and investing.
- Parents were excited to find out that we offered this again and extended the offer to more youth





**GAIN &  
SUSTAIN**

**18<sup>TH</sup> ANNUAL YAC SUMMIT**  
**FEBRUARY 17-18, 2018**  
**CEDAR HILL, TEXAS**



**I AM CHANGE**  
**YOUTH SUMMIT 2018**



# Texas Municipal League Annual Youth Summit Purpose



The Youth Advisory Commission (YAC) Summit is an opportunity for cities, schools, and community youth groups to share the experiences of their programs and the positive impact that the programs have had locally. The summit is organized to promote a fun environment for youth and city leaders to learn from and work with each other. Adults and students will leave with a greater appreciation of their own programs and new ideas to move their group forward in coming years.



# Keynote Speaker: Marion Jones



- Marion Jones (US Olympic Sprinter) is one of the world's most celebrated athletes
- Discussed doping issues and how it affected her
- Explained how to overcome obstacles despite mistakes

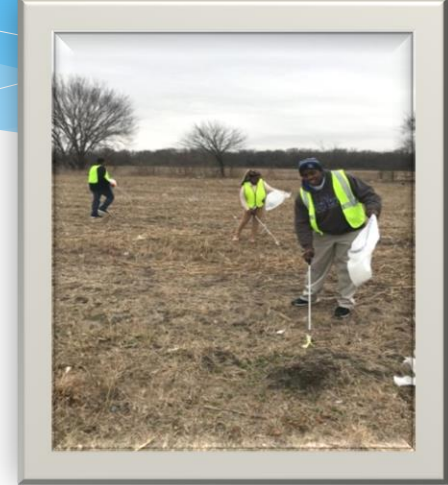
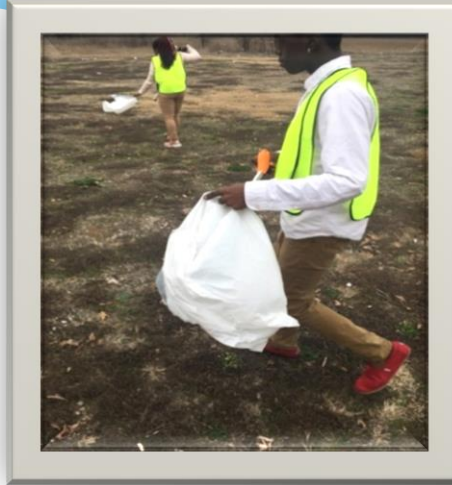




# Lancaster YAC Dance off!



# Lancaster Youth Advisory Committee in the Community



- Community members are the City's greatest asset. YAC clean-up events are part of our efforts to build sustainable relationships through education and outreach.
- Education, outreach and involvement are our main priorities in helping people get involved by volunteering through clean-up programs.

# Lancaster Youth Advisory Committee in the Community



- \* Volunteered in City Wide Special Events:
  - KaBoom Playground Build at Kidsquare Park
  - Annual Boo Bash
  - Annual Turkey Bowl
  - Christmas on the Square
  - Parent Child Valentine Dance
- \* Attended monthly meetings to discuss future plans.
- \* Assist with planning and implementation of Annual City of Lancaster's Volunteer Recognition Banquet.





# Lancaster YAC Membership Requirements



- 15 years and older enrolled in a public or private accredited secondary school.

## Lancaster YAC Membership Preferences

- Serious Commitment
- 3.0 GPA
- Attend All Scheduled YAC Meetings
- Involvement in Community Service Projects



# Future Initiatives & Opportunities



- Enhance recruitment efforts for YAC membership.
- Continue participation and expansion of the “Future City” Program
- Explore implementation of the Big Thought “City of Learning” Summer Grant Internship/Externship Program
- Explore implementation of Best Buy “Geek Squad” Technology Program
- Solicit sponsorships to attend the Spring 2019 National League of Cities Youth Delegate Conference



# What we would like to see?



- Skating Rink in which all Lancaster teens have a place to socialize without anyone getting into trouble.

**Thank You for your support!**

## LANCASTER CITY COUNCIL

### City Council Work Session

7.

**Meeting Date:** 03/19/2018

**Policy Statement:** This request supports the City Council 2017-2018 Policy Agenda

**Goal(s):** Healthy, Safe & Engaged Community

**Submitted by:** Sam Urbanski, Police Chief

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#### **Agenda Caption:**

Receive a presentation regarding the 2017 Racial Profiling Analysis Annual Report.

#### **Background:**

Effective September 1, 2001, the Texas Legislature enacted the Texas Racial Profiling Law (S.B. No. 1074). The Texas Code of Criminal Procedure requires that law enforcement agencies collect information relating to traffic stops in which a citation is issued and arrests resulting from those traffic stops. The Texas Code of Criminal Procedure further requires that law enforcement agencies compile and analyze this information and submit a report containing the information compiled during the previous calendar year to the governing body of each county or municipality served by the agency.

Attached is the 2017 Lancaster Police Department Racial Profiling Analysis as prepared by representative experts from the University of North Texas. A printed copy will also be available at the work session. The Police Department had no sustained racial profiling complaints in 2017.

Beginning January 2011, the Texas Commission on Law Enforcement Standards and Education (TCOLE) posts a copy of each police department's racial profiling report on its website.

To further ensure transparency, the annual report is also available on the city website.

#### **Operational Considerations:**

The Lancaster Police Department has adopted a detailed, written policy on racial profiling and currently collects the required information on racial profiling as required by State Law. The Lancaster Police Department contracted with the University of North Texas for the examination of contact data.

#### **Legal Considerations:**

The Texas Code of Criminal Procedure requires that the Lancaster Police Department 2017 Racial Profiling Analysis Report be submitted to the City of Lancaster governing body.

#### **Attachments**

2017 Racial Profiling Analysis Report

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# LANCASTER POLICE DEPARTMENT

2017

## RACIAL PROFILING ANALYSIS



PREPARED BY:

Eric J. Fritsch, Ph.D.  
Chad R. Trulson, Ph.D.

## **Executive Summary**

Article 2.132 (7) of the Texas Code of Criminal Procedure requires the annual reporting to the local governing body of data collected on the race or ethnicity of individuals stopped and issued citations or arrested subsequent to traffic stops and whether or not those individuals were searched. Since the law provides no clear instruction to a governing body on how to review such data, the Lancaster Police Department requested this analysis and review to assist the City Council in reviewing the data.

The analysis of material and data from the Lancaster Police Department revealed the following:

- **A COMPREHENSIVE REVIEW OF THE LANCASTER POLICE DEPARTMENT'S BIASED BASED POLICING AND RACIAL PROFILING POLICY SHOWS THAT THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.**
- **A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.**
- **A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.**
- **ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.**
- **THE DATA ANALYSIS FOR LANCASTER POLICE DEPARTMENT REVEALS NO EVIDENCE OF RACIAL PROFILING.**
- **THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE PROHIBITION OF RACIAL PROFILING.**
- **THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE REPORTING OF INFORMATION TO TCOLE.**



## **Introduction**

This report details an analysis of the Lancaster Police Department's policies, training, and statistical information on racial profiling for the year 2017. This report has been prepared to specifically comply with Article 2.132 of the Texas Code of Criminal Procedure (CCP) regarding the compilation and analysis of racial profiling data. Specifically, the analysis will address Articles 2.131 – 2.135 of the CCP and make a determination of the level of compliance with those articles by the Lancaster Police Department in 2017. The full copies of the applicable laws and regulations pertaining to this report are contained in Appendix A.

This report is divided into six analytical sections: Lancaster Police Department's policy on racial profiling; Lancaster Police Department's training and education on racial profiling; Lancaster Police Department's complaint process and public education on racial profiling; analysis of statistical data on racial profiling; an analysis of Lancaster Police Department's compliance with applicable laws on racial profiling; and a final section which includes data reporting requirements to TCOLE as required beginning in 2011.

For the purposes of this report and analysis, the following definition of racial profiling is used: racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 3.05).

## **Lancaster Police Department Policy on Racial Profiling**

A review of Lancaster Police Department's "Biased Based Policing and Racial Profiling" policy 2.01.1 revealed that the department has adopted policies in compliance with Article 2.132 of the Texas CCP. There are seven specific requirements mandated by Article 2.132 that a law enforcement agency must address. All seven are clearly covered in Lancaster's racial profiling policy. Lancaster Police Department policies provide clear direction that any form of racial profiling is prohibited and that officers found engaging in inappropriate profiling may be disciplined up to and including termination. The policies also provide a very clear statement of the agency's philosophy regarding equal treatment of all persons regardless of race, ethnicity, or national origin. Appendix B lists the applicable statute and corresponding Lancaster Police Department regulation.

***A COMPREHENSIVE REVIEW OF LANCASTER POLICE DEPARTMENT'S BIASED BASED POLICING AND RACIAL PROFILING POLICY SHOWS THAT THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.***

## **Lancaster Police Department Training and Education on Racial Profiling**

Texas Occupation Code § 1701.253 and § 1701.402 require that curriculum be established and training certificates issued on racial profiling for all Texas peace officers. Information provided by Lancaster Police Department reveals that racial profiling training and certification is current for all officers. Moreover, additional racial profiling training has been assigned through the Texas Municipal League and sent to all officers to complete. Racial profiling training is specifically covered in Lancaster's Biased Based Profiling policy Section 4F.

***A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE LANCASTER POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.***

## **Lancaster Police Department Complaint Process and Public Education on Racial Profiling**

Article 2.132 §(b)3-4 of the Texas Code of Criminal Procedure requires that law enforcement agencies implement a complaint process on racial profiling and that the agency provide public education on the complaint process. Lancaster Police Department's Biased Based Profiling policy Section 4D covers this requirement.

***A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.***

## **Lancaster Police Department Statistical Data on Racial Profiling**

Article 2.132(b) 6 requires that law enforcement agencies collect statistical information on traffic citations and detentions with specific information on the race of the person cited. In addition, information concerning searches of persons and whether or not the search was based on consent is also to be collected. Lancaster Police Department submitted statistical information on all traffic stops in 2017 and accompanying information on the race of the person stopped. Accompanying this data was the relevant information on searches.

***ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.***

## **Analysis of the Data**

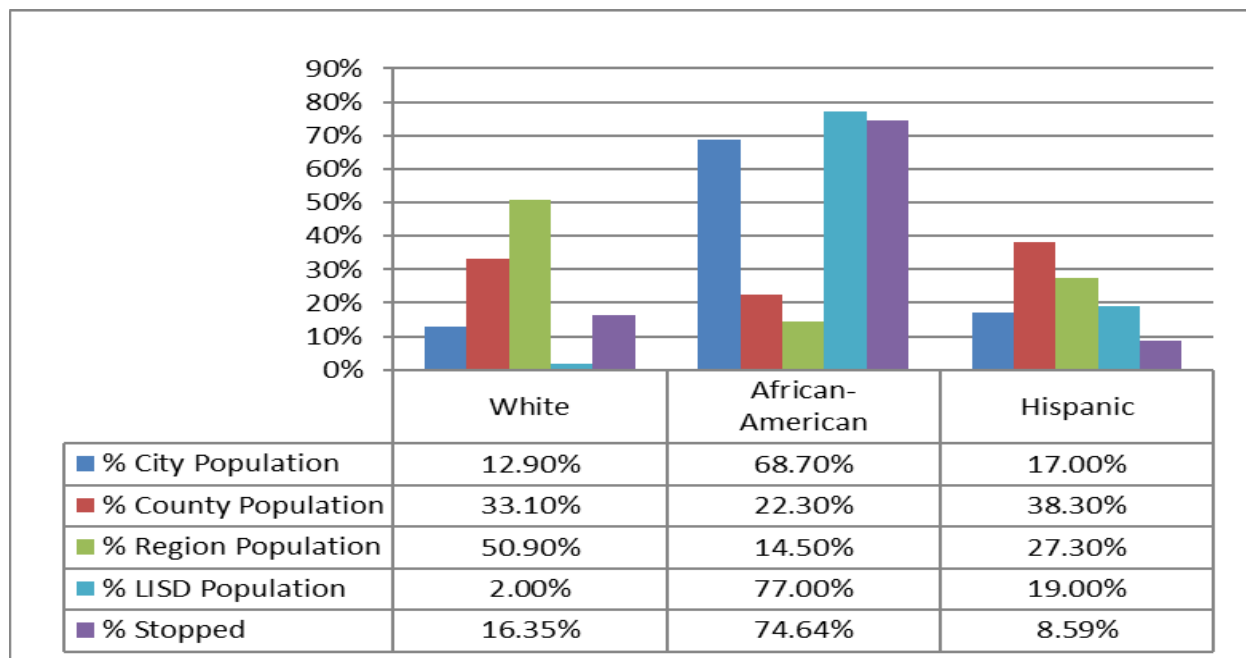
The first chart depicts the percentages of the number of motor vehicle stops by racial group in 2017.<sup>1</sup> White drivers constituted 16.35 percent of all drivers stopped, whereas Whites constituted 12.90 percent of the city population, 33.10 percent of the county population, and 50.90 percent of the region population.<sup>2</sup> The chart shows that White drivers are stopped at a rate that is higher than the percentage of Whites in the city, but lower than the county and regional population. White drivers were stopped at a higher rate than the percentage of White students in the

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<sup>1</sup> The total number of motor vehicle stops that resulted in an action (citation, arrest, or both) in 2017 equaled 2,800. See the TCOLE forms at the end of this report. However, not all stops resulted in arrest, citation, or both. In 2017, there were a total of 6,696 motor vehicle stops of citizens. The figure 6,696 is utilized in the tables and charts in the body of this report and the remainder of the report refers to "stops" rather than citations of drivers. The TCOLE forms at the end of this report examine stops that resulted in citation, arrest, or both.

<sup>2</sup>City, County, and Regional population figures are derived from the 2010 Census of the U.S. Census Bureau. "Regional" population figures are defined as the 16 county North Central Texas Council of Governments Region and is comprised of the following counties: Collin, Dallas, Denton, Ellis, Erath, Hood, Hunt, Johnson, Kaufman, Navarro, Palo Pinto, Parker, Rockwall, Somervell, Tarrant, and Wise.

Lancaster Independent School District (2.00 percent).<sup>3</sup> African-American drivers constituted 74.64 percent of all drivers stopped, whereas African-Americans constituted 68.70 percent of the city population, 22.30 percent of the county population, and 14.50 percent of the region population. African-American stop rates were higher than the percentage of African-Americans in the city population, and also higher than the percentage of African-Americans in the county and regional populations. However, African-Americans were stopped at a rate that is lower than the percentage of African-American students in the LISD population (77.00 percent). Hispanic drivers constituted 8.59 percent of all drivers stopped, whereas Hispanics constituted 17.00 percent of the city population, 38.30 percent of the county population, and 27.30 percent of the regional population. Hispanic drivers were stopped at a rate that is lower than the percentage of Hispanics in the city, county, regional, and LISD populations.



As the chart shows, easy determinations regarding whether or not Lancaster police officers have “racially profiled” a given motorist are impossible given the nature of the data that has been collected and presented for this report. The law dictates that police agencies compile aggregate-level data regarding the *rates* at which agencies *collectively* stop motorists in terms of their race/ethnicity. These aggregated data are to be subsequently analyzed in order to determine whether or not *individual* officers are “racially profiling” motorists.

This methodological error, commonly referred to as the “ecological fallacy,” defines the dangers involved in making assertions about individual officer decisions based on the examination of aggregate incident level data. In short, one cannot “prove” that an *individual* officer has “racially profiled” any *individual* motorist based on the rate at which a department stops any given *group* of motorists.

<sup>3</sup> Data on the racial make-up of LISD were obtained from the Lancaster ISD report “District Improvement Plan, 2016-2017.” This report can be found at: [http://www.lancasterisd.org/pdf/district/Improvement\\_Plan/2016\\_2017\\_District\\_Improvement\\_Plan.pdf](http://www.lancasterisd.org/pdf/district/Improvement_Plan/2016_2017_District_Improvement_Plan.pdf).

Additional interpretation problems remain with regards to the specific measurement of “racial profiling” as defined by Texas state code. For example, officers are currently forced to make subjective determinations regarding an individual's race based on his or her personal observations because the Texas Department of Public Safety does not provide an objectively-based determination of an individual's race/ethnicity on the Texas driver's license. The absence of any verifiable race/ethnicity data on the driver's license is especially troubling given the racial diversity within the city of Lancaster and the North Texas region as a whole, and the large numbers of citizens who are of Hispanic and/or mixed racial descent. The validity of any racial/ethnic disparities discovered in the aggregate level data becomes threatened in direct proportion to the number of subjective “guesses” officers are forced to make when trying to determine an individual's racial/ethnic background.<sup>4</sup>

In addition, the data collected for the current report does not allow for an analysis that separates (or disaggregates) the discretionary decisions of officers to stop a motorist from those that are largely non-discretionary. For example, non-discretionary stops of motorists based on the discovery of outstanding warrants should not be analyzed in terms of whether or not “profiling” has occurred simply because the officer who has stopped a motorist as a result of the discovery of an outstanding warrant does not *independently* make the decision to stop, but rather, is required to stop that individual regardless of any determination of race. An officer cannot be determined to be “racially profiling” when organizational rules and state codes compel them to stop regardless of an individual's race/ethnicity. Straightforward aggregate comparisons of stop rates ignore these realities, and fail to distinguish between discretionary and non-discretionary law enforcement actions.

Finally, there has been considerable debate as to what the most appropriate population “base-rate” is in determining whether or not racial/ethnic disparities exist. As the current analysis shows with regards to the use of city, county, and regional population base-rates, the outcome of analyses designed to determine whether or not disparities exist is dependent on which base-rate is used. In addition, population growth and the changing demographic character of the North Texas region and particularly the city of Lancaster has exacerbated problems associated with determining appropriate base-rates because measures derived exclusively from the U.S. Census can become quickly outdated since they are compiled only once per decade. For example, in the years preceding the 2010 Census, it was unclear as to how this growth impacted the overall demographic character of the city. However, the 2010 Census revealed that Lancaster has not only experienced large-scale growth over the course of the last several years, but has also become much more diverse as indicated by the demographic statistics presented in this report.

Related, the determination of valid stop base-rates becomes multiplied if analyses fail to distinguish between residents and non-residents who are stopped, because the existence of significant proportions of non-resident stops will lead to invalid conclusions if racial/ethnic comparisons are made exclusively to resident population figures.

In short, the methodological problems outlined above point to the limited utility of using aggregate level comparisons of the rates at which different racial/ethnic groups are stopped in order to determine whether or not racial profiling exists within a given jurisdiction.

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<sup>4</sup> In 2017, the race of the motorist was reported as “known” prior to the stop in 85 or roughly 3 percent of instances where a stopped motorist received a citation/arrest/both (2,800). See the TCOLE forms at the end of this report.

The table below reports the summaries for the total number of vehicle stops by the Lancaster Police Department for traffic offenses in 2017. In addition, the table shows the number of stopped individuals who granted consent to search and those stopped drivers who were arrested at the conclusion of the stop.

The chart shows that roughly 10 percent of all drivers searched were White (48/505 total searches), roughly 9 percent (46) were Hispanic, and roughly 81 percent (411) were African-American. It is clear that the vast majority of the total number of drivers stopped (including White, African-American, and Hispanic groups) were not searched, as roughly 92 percent of all drivers who were stopped were not searched (505/6,696).

Action	White	African-American	Hispanic	Asian	Other	Total
Vehicle Stops	1,095	4,998	575	28	0	6,696
Searches	48	411	46	0	0	505
Consent Searches	15	29	1	0	0	45
Arrests	33	199	12	0	0	244

It should be noted that aggregate level comparisons regarding the rates at which drivers are searched by police are subject to some of the same methodological issues as those outlined above regarding analyses of aggregate level stop rates. Of particular concern is the absence of any analyses that separates discretionary searches from non-discretionary searches. For example, searches that are conducted incident to an arrest or as part of a vehicle tow inventory should not be included in analyses designed to examine whether or not racial profiling has occurred because these types of searches are non-discretionary in that the officer is compelled by law or departmental guidelines to conduct the search irrespective of the race of the stopped driver.

Less than 1 percent of the total number of stops resulted in a consensual search (45/6,696). So too, approximately 4 percent of drivers stopped were subject to an arrest. Of those arrested, roughly 14 percent (33/244 total arrests) were White, roughly 82 percent (199) were African-American, and roughly 5 percent (12) were Hispanic. Additional data regarding the reason for the arrest are necessary in order to further examine whether or not these data reflect individual officer decisions to arrest or non-discretionary actions based primarily on legal and/or organizational requirements (e.g., the existence of outstanding arrest warrants or on view criminal activity).

As a final part of the data analysis, it is noted that drivers who were stopped were rarely searched via consent across the racial categories. For example, roughly 1 percent of all White drivers who were stopped were also consent searched (15 consent searches of white drivers / 1,095 stops of white drivers), less than 1 percent of all African-American drivers who were stopped were consent searched, and less than 1 percent of all Hispanic drivers who were stopped were consent searched.

## **Analysis of Racial Profiling Compliance by Lancaster Police Department**

The foregoing analysis shows that the Lancaster Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training and educational programs, a formalized complaint process, and the collection of data in compliance with the law. Finally, internal records indicate that the department received one complaint in reference to racial profiling for the year 2017. Upon investigation, this complaint was not sustained.

In addition to providing summary reports and analysis of the data collected by the Lancaster Police Department in 2017, this report also included an extensive presentation of some of the limitations involved in the level of data collection currently required by law and the methodological problems associated with analyzing such data for the Lancaster Police Department as well as police agencies across Texas. The Lancaster Police Department should continue its educational and training efforts within the department on racial profiling. Finally, the department should conduct periodic evaluations to assess patterns of officer decision-making on traffic stops. The final section of this report includes required TCOLE reporting information by Texas law enforcement organizations.

# **LPD TCOLE Reporting Forms**





Partial Exemption Racial Profiling Reporting  
(Tier 1)

Department Name Lancaster Police Department  
Agency Number TX0571700  
Chief Administrator Name Samuel Urbanski  
Reporting Name Samuel Urbanski  
Contact Number 972-218-2729  
E-mail Address Surbanski@lancaster-tx.com

Certification to Report 2.132 (Tier 1) – Partial Exemption

Policy Requirements (2.132(b) CCP):

Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
  - (A) the race or ethnicity of the individual detained;
  - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
  - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - (A) the Commission on Law Enforcement Officer Standards and Education; and
  - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

These policies are in  
effect

  
Chief Administrator

Date 1/10/18



**Partial Exemption Racial Profiling Reporting  
(Tier 1)**

**Option to submit required data by utilizing agency report**

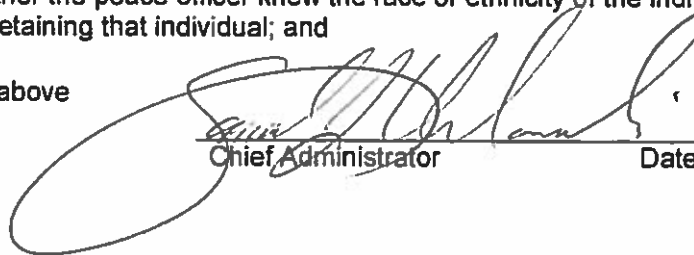
**You must submit your report in PDF format**

**Electronic Submission of data required by 2.132(b)(6) CCP**

(6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

This report meets the above  
requirements

  
\_\_\_\_\_  
Chief Administrator                      Date    1/10/18

***Send entire documents electronically to this website***

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**[www.tcleose.state.tx.us](http://www.tcleose.state.tx.us)**

## Tier 1 State Report

Date Range: 01/01/2017 00:00:00 - 12/31/2017 23:59:59

## PARTIAL EXEMPTION RACIAL PROFILING REPORTING (TIER 1)

INSTRUCTIONS: Please fill out all boxes. If zero, use 0.

1. Total on line 4, 11, 14 and 17 must be equal
2. Total on line 20 must equal line 15

AGENCY NAME: LANCASTER POLICE DEPARTMENT

Number of motor vehicle stops (mark only 1 category per vehicle stop):

1. 2556 Citation Only
2. 239 Arrest Only
3. 5 Both
4. 2800 (Total of 1-3)

Race or Ethnicity (mark only 1 category per vehicle stop):

5. 2080 African
6. 8 Asian
7. 443 Caucasian
8. 269 Hispanic
9. 0 Middle Eastern
10. 0 Native American
11. 2800 (Total of 5-10, must be the same as #4)

Race or Ethnicity known prior to stop?

12. 85 Yes
13. 2715 No
14. 2800 (Total of 12-13, must be the same as #4 and #11)

Search Conducted?

15. 13 Yes
16. 2787 No
17. 2800 (Total of 15-16, must be the same as #4, #11, and #14 above)

Was search consented?

18. 1 Yes
19. 12 No
20. 13 (Total, must equal #15)



**Partial Exemption Racial Profiling Reporting  
(Tier 1)**

**Video and Audio Equipment Exemption**

**Partial Exemption Claimed by (2.135(a) CCP):**



all cars regularly used for motor vehicle stops are equipped with video camera and transmitter-activated equipment and each motor stop is recorded and the recording of the stop is retained for at least 90 days after the stop.

**OR**



In accordance with 2.135(a)(2) the agency has requested and not received funds to install the recording equipment

I claim this exemption

  
Chief Administrator

Date 1/10/18

# **Appendix A**

## **Racial Profiling Statutes and Laws**

### **Art. 3.05. RACIAL PROFILING.**

In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 2, eff. Sept. 1, 2001.

### **Art. 2.131. RACIAL PROFILING PROHIBITED.**

A peace officer may not engage in racial profiling.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

### **Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.**

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
  - (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
  - (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
  - (4) provide public education relating to the agency's complaint process;
  - (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
  - (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
    - (A) the race or ethnicity of the individual detained;
    - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
    - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
  - (7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
    - (A) the Commission on Law Enforcement Officer Standards and Education; and
    - (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.
- (c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.
- (d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle

stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2011, 81st Leg., R.S., Ch. 1172, Sec. 25, eff. September 1, 2011.

### **Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.**

(a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;



- (2) the initial reason for the stop;
- (3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;
- (4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;
- (5) the reason for the search, including whether:
  - (A) any contraband or other evidence was in plain view;
  - (B) any probable cause or reasonable suspicion existed to perform the search; or
  - (C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;
- (6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;
- (7) the street address or approximate location of the stop; and
- (8) whether the officer issued a written warning or a citation as a result of the stop.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2011, 81st Leg., R.S., Ch. 1172, Sec. 26, eff. September 1, 2011.

#### **Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.**

(a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the

previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2011, 81st Leg., R.S., Ch. [1172](#), Sec. 27, eff. September 1, 2011.

**Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT.**

(a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by: Acts 2011, 81st Leg., R.S., Ch. 1172, Sec. 28, eff. September 1, 2011.

#### **Art. 2.136. LIABILITY.**

A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

#### **Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.**

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

#### **Art. 2.138. RULES.**

The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

#### **Art. 2.1385. CIVIL PENALTY.**

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

Added by Acts 2011, 81st Leg., R.S., Ch. 1172, Sec. 29, eff. September 1, 2011.

# **Appendix B**

## **Racial Profiling Laws and Corresponding Department Policies**


<b>Texas CCP Article</b>	<b>LANCASTER POLICE DEPARTMENT Racial Profiling Policy</b>
2.132(b)1	Section 3
2.132(b)2	Section 1-2
2.132(b)3	Section 4D
2.132(b)4	Section 4D
2.132(b)5	Section 4C
2.132(b)6	Section 4E
2.132(b)7	Section 4E



## **Appendix C**

### **Lancaster Police Department Racial Profiling Policy**

**LANCASTER, POLICE DEPARTMENT  
GENERAL ORDERS MANUAL**

<b>Effective Date</b> August 26, 2015		<b>Amended Date</b>		<b>Directive</b> 2.01.1	
<b>Subject</b> Biased Based Policing and Racial Profiling					
<b>Reference</b>			<b>Approved</b>  Chief of Police		
<b>Distribution</b> All Personnel City Manager City Attorney		<b>TPCA Best Practices Recognition Program Reference</b>  2.01		<b>Review Date</b>  July 5, 2017	
				<b>Pages</b> 8	

This Operations Directive is for internal use only and does not enhance an officer's civil or criminal liability in any way. It should not be construed as a creation of a higher standard of safety or care in an evidentiary sense, with respect to third party claims. Violations of this Operations Directive, if proven, may only form the basis for a complaint by this Department, and only in a non-judicial administrative setting.

**SECTION 1 PURPOSE**

The purpose of this policy is to reaffirm the Lancaster Police Department's commitment to unbiased policing in all of its encounters between officers and any person; to reinforce procedurally just ways that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictate of departmental policy and the law.

**SECTION 2 POLICY**

- A. It is the policy of the department to protect the constitutional rights of all persons. Allegations of racial profiling or discriminatory practices, real or perceived, are detrimental to the relationship between police and the communities they protect and serve because they strike at the basic foundation of public trust. This trust is essential to effective community-based policing. Racial profiling is considered misuse of valuable police resources; such improper methods violate the civil rights of members of the public and may lead to increased exposure to liability for the officer and the department. The department does not endorse, train, teach, support, or condone any type of bias, stereotyping, or racial profiling by its officers. While recognizing that most officers perform their duties in a professional, ethical, and impartial manner, the department is committed to identifying and eliminating any instances of racial profiling.
- B. It is the policy of the department to:
  - 1. provide all people within the community fair and impartial police services consistent with procedural justice, constitutional and statutory mandates;
  - 2. assure the highest standard of integrity and ethics among all our members;
  - 3. respect the diversity and the lawful cultural practices of all people;
  - 4. take positive steps to identify, prevent, and eliminate any instances of racial profiling by our members; and

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5. continue our commitment to community based policing and problem solving, including vigorous, lawful and nondiscriminatory traffic enforcement that promotes public safety and strengthens public trust, confidence, and awareness
- C. It is the policy of the department to police in a proactive manner and to aggressively investigate suspected violations of law. Officers shall actively enforce local, state and federal laws in a responsible and professional manner without regard to race, gender, ethnicity, or national origin. Officers are strictly prohibited from engaging in racial profiling as defined in this policy. This policy shall be applicable to all persons, whether drivers, passengers, or pedestrians.
- D. Officers, when dealing with the community shall conduct themselves in procedurally just ways, procedurally just behavior is based on four central principles: (1) treating people with dignity and respect, (2) giving individuals "voices" during encounters, (3) being neutral and transparent in decision making and (4) conveying trustworthy motives. These principles lead to relationships in which the community trusts that officers are honest, unbiased, benevolent, and lawful. The community therefore feels obligated to follow the law and the dictates of legal authorities and is more willing to cooperate with and engage those authorities because it believes that it shares a common set of interest and values with the community.

**SECTION 3     DEFINITIONS**

- A. **Bias:** prejudice or partiality based on preconceived ideas, a person's upbringing, culture, experience, or education.
- B. **Biased Policing:** stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. **Ethnicity:** a cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
- D. **Frisk:** a limited search or patting down of a suspect's outer clothing for the purpose of officer safety. A frisk must be based on reasonable suspicion that the suspect is armed with a deadly weapon, and that if he is not searched and disarmed, harm will come to the officer or another person. A limited search or frisk of an automobile after a valid stop is permissible if the officer has reasonable suspicion the suspect is dangerous and might gain immediate control of a weapon. The search is limited to the areas in which a weapon may be placed or hidden.
- E. **Gender:** unlike sex, a psychological classification based on cultural characteristics or traits.
- F. **Gender Profiling:** is defined as a law enforcement-initiated action based on an individual's gender rather than on the individual's behavior or involvement in criminal activity.
- G. **Procedural Justice:** the way officers and other legal authorities interact with the public and how the characteristics of those interactions shape the public's trust of the police
- H. **Probable Cause:** is defined as more than bare suspicion; it exists when the facts and circumstances within the officer's knowledge and of which they have reasonably trustworthy information are sufficient

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in themselves to warrant a person of reasonable caution to believe that an offense has been or is being committed.

- I. **Race:** a category of people of a particular decent, including Caucasian, African, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
- J. **Racial Profiling:** a law enforcement-initiated action based on an individual's race, ethnicity or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.
  1. Examples of racial profiling include, but are not limited to, the following:
    - a. Citing a driver because of the cited driver's race, ethnicity, or national origin; or
    - b. detaining the driver of a vehicle based on the determination that a person of that race, ethnicity, or national origin is unlikely to own or possesses that specific make or model of vehicle; or
    - c. detaining an individual based upon the determination that a person of that race, ethnicity, or national origin does not belong in a specific part of town or a specific place
- K. **Reasonable Suspicion** is defined as specific, articulable facts leading a reasonable police officer to believe that a person has committed, is committing, or may be about to commit a crime. Reasonable suspicion is less than probable cause, but more than a mere hunch. Reasonable grounds for suspicion depend on the circumstances in each case. There must be an objective basis for that suspicion based on facts, information, and/or intelligence.
- L. **Sex:** a biological classification, male or female, based on physical and genetic characteristics.
- M. **Search:** an examination or exploration of an individual's house, premises, vehicle or person to discover stolen property, contraband or other items that may be evidence of a crime.
- N. **Search incident to arrest:** a full search of an arrested person and of the vicinity around him or her. The search is conducted for officer safety and to prevent the destruction of evidence.
- O. **Consent search:** a search permitted by a person with apparent authority to allow the search. To be valid, consent must be voluntary and intelligent, based on a totality of circumstances. Voluntary means that the consent was not forced or coerced. Intelligent means the person giving consent must know what he or she is doing.
- P. **Inventory:** an administrative process by which items of property in an impounded vehicle are listed and secured. An inventory is not a search and should not be used as a substitute for a search. The specific objectives of an inventory are to protect the property of the defendant, to protect the police against any claim of lost property, and to protect police personnel and others from any dangerous instruments.

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- Q. **Pedestrian Stop:** an interaction between a peace officer and an individual traveling on foot who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.
- R. **Traffic Stop:** vehicle stops whereas a peace officer stops a motor vehicle for an alleged violation of law or ordinance regulating traffic.

**SECTION 4 PROCEDURES**

**A. GENERAL RESPONSIBILITIES**

1. Officers are prohibited from engaging in racial or bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes.
2. Investigative detentions, traffic stops, arrests, searches, and property seizures by officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Officers must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, traffic stops, pedestrian stops, arrests, nonconsensual searches, and property seizures. Except as provided in number three (3) below, officers shall not consider race/ethnicity in establishing either reasonable suspicion or probable cause. Similarly, except as provided below, officers shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search.
3. Officers may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.
4. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
  - a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
  - b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.

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5. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
  - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and shall actively provide referrals to other appropriate agencies.
  - b. All personnel shall courteously accept, document, and forward to the Chief of Police any complaints made by an individual against the department. Further, officers shall provide information on the complaint's process and shall give copies of "How to Make a Complaint" when appropriate.
6. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on the individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety.
7. When concluding an encounter, personnel shall thank him or her for cooperating.
8. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.
9. All personnel are accountable for their actions. Personnel shall justify their actions when required.

**B. SUPERVISORY RESPONSIBILITIES**

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify and correct instances of bias in the work of their subordinates.
2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are key to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences.
5. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
6. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.

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7. Supervisors shall facilitate the filing of any complaints about law- enforcement service.

**C. DISCIPLINARY CONSEQUENCES**

1. Failure to report any observed or known violations of this policy by any police department employee shall result in corrective action being taken against the employee.
2. Officers found in violation of this policy or who have a sustained racial profiling complaint shall be subject to corrective action which may include, diversity, sensitivity, or other appropriate training, counseling, a written reprimand, suspension from duty with or without pay, indefinite suspension, or other appropriate action as determined by the Chief of Police.

**D. COMPLAINTS**

1. Any person may file a complaint with the department if they believe they have been stopped or searched on the basis of their race, ethnicity, national origin, sexual orientation, religion, economic status, age cultural group, gender or any other identifiable group. No person shall be discouraged, intimidated, or coerced from filing such a complaint, or discriminated against because they have filed such a complaint.
2. A complaint from a citizen regarding racial profiling may be made to any police department supervisor or, if available, to the Office of Professional Responsibility. A complaint from a citizen can be made by writing a letter, calling the police department and requesting a police supervisor to their location (inside the city limits) or by coming to the police station. If, after discussing the complaint with a supervisor the citizen wishes to file a formal complaint they must complete and sign a formal written complaint. All complaints received shall be forwarded in writing through the chain of command to the Chief of Police.
3. In addition to the formal written complaint, the supervisor receiving the complaint shall complete a Complainant Initial Contact (CIC) form and obtain the digital video from the officer's vehicle. The supervisor shall label the digital video, indicating the unit number and date and time the video was pulled from the unit. The video will be forwarded with the written formal complaint and the Complainant Initial Contact form through the chain of command to the Chief of Police by the end of the supervisor's tour of duty. All videos of incidents alleging racial or gender profiling shall be retained with the investigative file.
4. The Chief of Police will then assign the complaint to an appropriate department supervisor or the Office of Professional Responsibility to investigate the complaint.
5. The department shall provide education to the public concerning the complaint process. Written information regarding how a citizen may file a complaint or issue a commendation for an officer shall be made available to the public at a variety of locations, including public meetings, in the lobby of the public safety building and City Hall. This information shall also be available on the department's website ([www.lancaster-tx.com](http://www.lancaster-tx.com)).

**E. CITATION, DATA COLLECTION AND REPORTING**



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1. Each officer shall be required to collect information relating to all traffic or pedestrian stops by documenting the required information on a traffic citation or a written warning. All self-initiated traffic and pedestrian stops made whether or not a citation or written warning is issued, the officer shall complete a racial profiling incident report in the Racial Profiling Module. The racial profiling incident report can be completed through the use of the in car computer program Visual MCT, a computer at the Lancaster Police station with the computer program MOBLAN or RMS or at the jail through Visual MCT, MOBLAND or RMS.
2. The officer will document the following information in the Racial Profiling Module:
  - a. the date and time of the stop;
  - b. the duration of the stop;
  - c. whether the stop was video recorded;
  - d. the location of the stop;
  - e. the stopped subject's gender;
  - f. the stopped subject's race or ethnicity;
  - g. if the stopped subject's race or ethnicity was known prior to the stop;
  - h. the residency status of the stopped subject;
  - i. the type of stop;
  - j. the reason for the stop;
  - k. if a search was conducted, if so on who;
  - l. the authority of the search;
  - m. if any type of illegal contraband was located during the search;
  - n. the result of the stop; and
  - o. any charges filed
3. Once an officer has completed the racial profiling incident report it should be submitted into the Records Management System. Officers should complete and submit all required racial profiling incident report(s) by the end of their duty shift unless the officer receive permission to turn the report(s) in the following day from their direct supervisor. If permission is granted by the officer's direct supervisor, the officer should complete and submit the report(s) by the end of their next duty shift.

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4. By March of each year, the department shall submit a written report to the City Council that includes the information gathered from the traffic stops in the preceding calendar year. The report will include:
  - a. a breakdown of traffic stops by race and ethnicity;
  - b. the number of traffic stops that resulted in a search and the basis for the searches;
  - c. the number of searches that resulted in contraband being discovered and, if so, the type of contraband; and
  - d. the number of traffic stops that resulted in custodial arrests
5. The Operations Division Assistant Chief of Police shall be responsible for providing a report to the Chief of Police that contains this information.

**F. RACIAL PROFILING TRAINING**

1. Officers are responsible to adhere to all Texas Commission on Law Enforcement training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.
2. All officers shall complete Texas Commission on Law Enforcement training and education program on racial profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701, Texas Occupation Code, or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. At the discretion of the Chief of Police, additional diversity and sensitivity training may be required for officers with sustained racial profiling or other discrimination complaints filed against them.
3. The Chief of Police, as part of the initial training and continued education for such appointment, will be required to attend the Law Enforcement Management Institute of Texas program on racial profiling.
4. Supervisors shall conduct periodic roll call training regarding racial profiling issues, including implementation and enforcement of this policy.

**G. SCOPE OF RESPONSIBILITY**

1. All members of the department shall know and comply with all aspects of this directive.
2. All Division Commanders and supervisory personnel are responsible for ensuring compliance with the provisions and intent of this directive.

## LANCASTER CITY COUNCIL

### City Council Work Session

8.

**Meeting Date:** 03/19/2018

**Policy Statement:** This request supports the City Council 2017-2018 Policy Agenda

**Goal(s):** Sound Infrastructure  
Quality Development

**Submitted by:** Dale Jackson, Chief Building Official

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#### **Agenda Caption:**

Discuss and consider of a Boundary Agreement between the City of Lancaster and the City of Wilmer.

#### **Background:**

Dallas County has begun the design phase of the reconstruction of Sunrise Road. During this process, questions have arisen regarding the location of the Lancaster city boundary, and specifically how this boundary relates to the existing and proposed locations of Sunrise Road. As a part of the fact finding process, staff has conducted comprehensive research regarding the City's southeastern boundary. This research has indicated the following:

1. Lancaster ordinance 2005-12-37 established the Extraterritorial Jurisdiction of the City of Lancaster, after negotiation with the Cities of Hutchins and Wilmer. Specifically, the western ROW of Sunrise Road was established as the boundary between Lancaster and Wilmer. However, it appears that this agreement was never approved by the City of Wilmer.
2. Lancaster ordinances 2008-02-08, 2008-02-09 and 2009-04-10 all identify the Lancaster city boundary line as the western ROW of Sunrise Road.
3. Lancaster resolution 2009-06-55, Lancaster Orphan Road Resolution, accepted responsibility for the maintenance, operation, enforcement and emergency response for Sunrise Road. Because of this resolution, it was assumed that Sunrise Road was in the Lancaster Extraterritorial Jurisdiction and would one day be annexed by the City of Lancaster.
4. Wilmer's ordinance, adopted August 18, 2016, annexed land and created the western boundary line for the City of Wilmer as the western ROW of Sunrise Road. However, this ordinance was adopted illegally and could be challenged since the City of Wilmer failed to notify the City of Lancaster of this annexation. State law requires cities to notify neighboring cities when an annexation is proposed.
5. A proposed 12 inch water line will be installed by the City of Lancaster in the western ROW of the new roadway. We would not want to install a water line in the City of Wilmer's ROW. We will want to have the ability to control the ROW where the water line is installed.

The City Attorney reviewed the information above and is of the opinion that there is no clear indication on how the courts would rule if the boundary lines were challenged. Additionally, since Dallas County wants to begin construction of Sunrise Road in June and needs the boundary issue to be resolved before any work can begin, a proposal was made to consider a "land swap" between the cities. The existing ROW for sunrise is approximately 40 feet. The new ROW between Belt Line and Green will be 109.5 feet. All of the additional ROW will be west of the original ROW; therefore, all of the additional ROW will be within the City of Lancaster.

Allowing a city boundary to extend through the middle of a roadway creates an operational nightmare for the two cities. The best scenario is to have a clear boundary so that each city knows where their responsibility for maintenance, operation, enforcement and emergency response starts and ends. The "land swap" proposal was that all of the ROW for Sunrise Road, south of the northern ROW of West Green Road, would be in the the City of

Lancaster. The ROW for Sunrise Road north of that point would be in the City of Wilmer. This will create a clear boundary of where our responsibility will start and end -- as well as where Wilmer's responsibility will stop and end. It also clears up the confusion that currently exists regarding the actual boundary between the two cities at this location.

If the existing western ROW of Sunrise is assumed to be the boundary line between Lancaster and Wilmer, approximately 40 feet of the new roadway will be in Wilmer and 70 feet will be in Lancaster. There is approximately 1,870 feet of ROW between Belt Line and Greene Road. If Wilmer gives up their portion of that ROW, they would be giving up approximately 74,800 square feet of land. The Sunrise Road ROW north of Greene reduces in width. The existing ROW is approximately 37.5 feet and the new ROW Width will be approximately 90 feet. Approximately 52.5 feet of that width will be in Lancaster. There is approximately 809 feet of ROW between Greene Road and the Lancaster/Wilmer City Boundary to the north. If Lancaster gives up their portion of that ROW, it would be approximately 56,600 square feet. In essence, we are swapping approximately 56,600 square feet for 74,800 square feet.

If the City Council is agreeable to the boundary agreement, staff will place this on the March 26, 2018 agenda. In addition to the boundary agreement, an additional agenda item will also be placed on the agenda to accept the dedication of the additional right-of-way for Sunrise Road south of Green Road.

**Operational Considerations:**

Failure to resolve the boundary between the Cities of Lancaster and Wilmer will cause a delay in the construction of Sunrise Road. Dallas County cannot proceed without approval from the city in which the road is located. Since there are questions regarding the boundary location, and in particular, which city Sunrise Road is located in, those issues must be resolved before actual construction of the road can proceed. Additionally, a boundary agreement will resolve the confusion that currently exists regarding the boundary between Lancaster and Wilmer. Another operational consideration is that of the proposed 12 inch water line that is proposed to be located in the western ROW of Sunrise Road. The proposed boundary agreement will protect the City's interest by ensuring that the water line will be installed within a ROW that is controlled by and is within the boundaries of the City of Lancaster.

**Legal Considerations:**

The City Attorney has reviewed and approved the attached Boundary 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.

**Options/Alternatives:**

1. Approve the boundary agreement.
2. Modify the boundary agreement.
3. Disapprove the boundary agreement.

**Recommendation:**

Approve the boundary agreement.

**Attachments**

Boundary Adjustment Agreement  
Ordinance 2015-12-37  
Ordinance 2008-02-08  
Ordinance 2008-02-09  
Ordinance 2009-04-10  
Resolution 2009-06-55  
Wilmer Ordinance 16-0818C

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**BOUNDARY ADJUSTMENT AGREEMENT BETWEEN**  
**THE CITIES OF LANCASTER AND WILMER**

This **BOUNDARY ADJUSTMENT AGREEMENT BETWEEN THE CITIES OF LANCASTER AND WILMER** ( ("**Agreement**") is entered into to be effective on the date that the last approving Party executes the Agreement, by and between the **CITY OF LANCASTER, TEXAS**, a Home-Rule Municipality ("**Lancaster**"), and the **CITY OF WILMER, TEXAS** ("**Wilmer**"), a Type-A General Law Municipality. Lancaster and Wilmer are sometimes collectively referred to as the "**Parties**" or individually as a "**Party**."

**ARTICLE ONE**  
**RECITALS**

- 1.1 WHEREAS**, Lancaster has a 2010 U.S. Census population of thirty-six thousand, three hundred and sixty-one (36,361), which provides Lancaster with an extra territorial jurisdiction ("**ETJ**") of two (2) miles as provided for in Section 42.021(a)(3) of the Texas Local Government Code; and
- 1.2 WHEREAS**, Wilmer has a 2010 U.S. Census population of three thousand eight hundred and seventy-four (3,874), which provides Wilmer with an ETJ of one-half (1/2) mile as provided for in Section 42.021(a)(1) of the Texas Local Government Code; and
- 1.3 WHEREAS**, Section 42.023 of the Texas Local Government Code ("**Section 42.023**") authorizes Lancaster and Wilmer to reduce their respective ETJs by ordinance or resolution; and
- 1.4 WHEREAS**, Section 43.021 of Texas Local Government Code ("**Section 43.021**") authorizes Lancaster and Wilmer, (along with Lancaster's Home-Rule Charter), to fix their ETJ boundaries, extend and reduce their ETJ boundaries, and exchange ETJ areas with other municipalities; and
- 1.5 WHEREAS**, Section 43.031 of the Texas Local Government Code ("**Section 43.031**") authorizes adjacent municipalities to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width, and
- 1.6 WHEREAS**, a section of Sunrise Road between the northern boundary of E. Greene Road and the southern boundary of Belt Line Road runs generally along a north-south axis, and comprises a boundary line between the adjacent cities of Lancaster and Wilmer in this area; and
- 1.7 WHEREAS**, the exact location of the boundary line regarding Sunrise Road in this area is subject to some uncertainty; and
- 1.8 WHEREAS**, Lancaster and Wilmer have determined that certain property that may currently located in Lancaster's ETJ, should be boundary adjusted and ETJ allocated such

that the property will be released, allocated into Wilmer's ETJ, and integrated into the corporate limits of Wilmer; and

- 1.9 WHEREAS**, Lancaster and Wilmer have determined that certain property, that may be currently located in Wilmer's ETJ, should be boundary adjusted and ETJ allocated such that the property will be released, and allocated into Lancaster's ETJ; and integrated into the corporate limits of Lancaster;
- 1.10 WHEREAS**, Lancaster and Wilmer find that definitive establishment of a boundary along the section of Sunrise Road between E. Greene Road and Belt Line Road will be to the benefit of the residents of both cities and their adjacent areas, and will facilitate the elements of planning and services which contribute to orderly growth and development of the regional area; and
- 1.11 WHEREAS**, the Parties have agreed upon an ETJ and city limit boundary line between the Parties (hereinafter referred to as the "**Boundary Line**"), which is generally described as granting to Lancaster the entire portion of Sunrise Road (including associated right-of-way) from Belt Line Road north to the northern boundary (including right of way) of W. Greene Road, and to Wilmer the entire portion of Sunrise Road (including associated right-of-way) from the northern boundary (including right-of way) of W. Greene Road north to the existing City of Wilmer boundary) and which is graphically portrayed on "***Exhibit B***"<sup>1</sup> attached hereto; and
- 1.12 WHEREAS**, Lancaster and Wilmer have determined that this Agreement is in each Party's best interests, as well as in the best interests of their respective residents; and
- 1.13 WHEREAS**, each Party will approve this Agreement by resolution or ordinance of the governing body, thereby effectuating this Agreement as required by Section 42.023.

---

<sup>1</sup> **Exhibits B-1 and B-2** contain annotations bearing the legend "City of Lancaster" and "City of Wilmer." In regard to Sunset Road, the text of this agreement will control over any annotations to the contrary on the **B-1** and **B-2** exhibits, and: (1) the appropriate westernmost or easternmost border of Sunrise Road (including any associated right-of-way) and (2) the northern boundary of W. Greene Road (including any associated right-of-way) shall form the Lancaster/Wilmer Boundary Line, as designated by the text of Sections 1.11 and 3.1.

NOW, THEREFORE, this Agreement is made and entered into by Lancaster and Wilmer, upon and for the mutual consideration hereinafter stated, which entities hereby agree and understand as follows:

## **ARTICLE TWO REPRESENTATIONS/CONSIDERATIONS**

### **2.1 Representations.**

- (A) The Parties believe that the Recitals set forth above are true and correct in all material respects and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein.
- (B) Each of the Parties acknowledges and agrees that it has the requisite power and authority to enter into this Agreement; that this Agreement has been duly authorized and approved by its respective governing body; and that the person executing the Agreement on its behalf has been duly authorized to do so.

### **2.2 Consideration.** The Parties acknowledge and agree that the obligations, rights and benefits provided herein are mutual and supported by adequate consideration.

## **ARTICLE THREE AGREEMENT OF THE PARTIES**

- 3.1 Boundary Adjustment of Less Than 1,000 Feet.** The Boundary Line between Lancaster and Wilmer (as depicted and set forth in metes and bounds on “*Exhibit A1*” and “*Exhibit A2*” and graphic depictions on “*Exhibit B-1*” and “*Exhibit B-2*”) is hereby determined, fixed and ratified, with Lancaster relinquishing to Wilmer that portion of Sunrise Road (including associated right-of-way and ETJ rights) from the northern boundary (including right-of way) of W. Greene Road north to the existing City of Wilmer boundary) and Wilmer relinquishing to Lancaster that portion of Sunrise Road (including associated right-of-way and ETJ rights) the entire portion of Sunrise Road (including associated right-of-way) from Belt Line Road north to the northern boundary (including right of way) of W. Greene Road.
- 3.2 Events Contingent upon Each Other.** This Agreement shall not be effective until approved by resolution of the governing bodies of each Party.
- 3.3 ETJ Line Boundary.** Lancaster and Wilmer hereby agree not to extend their respective ETJs across the Boundary Line, nor to annex any property into their respective city limits which lies across the Boundary Line without the express written consent of both Parties. Lancaster and Wilmer do hereby covenant and agree to protect, preserve and defend the hereinabove described apportionment of ETJ and the Boundary Line.
- 3.4 ETJ Map.** Lancaster and Wilmer agree that, upon the passage of the required ordinances



and/or resolutions required by this Agreement, that the map shown as “*Exhibit B*,” and the Demarcation Line portrayed therein, will reflect the ETJ and city limit boundary changes stated in this Agreement.

**3.5 Ratification and Waiver.** Lancaster and Wilmer agree that the relinquishment and allocation of the above described ETJ territory by each Party:

- (a) Ratifies any and all annexations completed by Lancaster in the Wilmer Release Area, or by Wilmer in the Lancaster Release Area;
- (b) Waives any right either Party may have to challenge or contest any annexations completed by either Party in the Release Areas; and
- (c) Does not mitigate, diminish or lessen in any way the rights that either Party may have at law or in equity, to challenge or contest any annexations or attempted annexations made by the other Party other than in the Release Areas or following execution of this Agreement.

**3.6 Wilmer Water Line.** Wilmer is granted the right to install one (1) subterranean water line, of up to 12” in diameter, with all usual and necessary appurtenances thereto, within Lancaster’s right-of-way on the eastern side of Sunrise Road, as such right-of-way is defined and granted by this Agreement. Wilmer is further granted the right to access Lancaster’s right-of-way on the eastern side of Sunrise Road for construction and maintenance of the line. Wilmer agrees to notify Lancaster in writing at least forty-eight (48) hours prior to commencement of construction of the line and any maintenance activities that will require excavation. Wilmer also agrees to assume all responsibility for any damage caused to those portions of Sunrise Road within the city limits of Lancaster, as assigned by this Agreement, and to reimburse Lancaster for all expenses caused by any such damage within thirty (30) days of presentment of costs in writing by Lancaster as provided for in Section 5.3, *infra*.

**WILMER ALSO AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND ATTORNEYS (HEREINAFTER INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "INDEMNITEES"), FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, LIABILITY OR DAMAGE OF ANY CHARACTER, AND FROM AND AGAINST 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, OMISSION OR NEGLECT OF WILMER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER WILMER'S DIRECTION AND CONTROL, AND**

**ARISING OUT OF, OCCURRING IN CONNECTION WITH, RESULTING FROM OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES PERFORMED ON THE WATER LINE CONSTRUCTION OR MAINTENANCE IN LANCASTER'S RIGHT-OF-WAY.**

- 3.7 Process to Resolve Challenges to the Land Transfers.** Should there occur litigation, or other form of legal challenge, to the events contemplated and/or executed as a result of this Agreement (or other agreements/actions/decisions between the Parties to carry out and give effect to this Agreement), the Parties agree to promptly meet to discuss an appropriate response to the challenge and any other matters deemed appropriate by either party. Both parties reserve the right to terminate the Agreement and undo any actions undertaken pursuant to the Agreement should litigation or other legal challenge occur as contemplated in this Paragraph.

#### **ARTICLE FOUR REMEDIES UPON DEFAULT**

- 4.1** It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by either Party hereto and shall be cumulative. However, recognizing that each Party's undertakings hereunder are obligations, failure in the performance of which cannot be adequately compensated in money damages alone, each Party agrees, in the event of any default on its part, that the other Party shall have available to them the equitable remedy of mandamus and specific performance in addition to any other legal and equitable remedies (other than termination) which may also be available. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto or of performance by the other Party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches, defaults of any kind, character or description, under any circumstances.

#### **ARTICLE FIVE GENERAL PROVISIONS**

- 5.1 Term of Agreement.** This Agreement shall be deemed effective on and from the date that this Agreement is approved by the governing bodies of each Party by resolution ("Effective Date"), whichever approval occurring last being deemed the Effective Date.
- 5.2 Modification.** No change, amendment or modification of this Agreement shall be made or be effective except by means of written agreement executed by the Parties hereto.

- 5.3 Addresses and Notice.** Unless otherwise provided herein, any notice, communication, request, reply or advise (herein severally and collectively, for convenience, called “Notice”) herein provided or permitted to be given, made or accepted by either Party to any other Party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by prepaid telegram when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For any purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to Lancaster:                      City of Lancaster  
   211 N. Henry Street  
   Lancaster, TX 75146  
   Attention: City Manager

If to Wilmer:                         City of Wilmer  
   128 N. Dallas Street  
   Wilmer, TX 75172  
   Attention: City Manager

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days’ written notice to the other Party hereto.

- 5.4 Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that each Party has had an opportunity to confer with its counsel.
- 5.5 No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 5.6 State or Federal Laws, Rules, Orders or Regulations.** This Agreement is subject to all applicable Federal and State law, as they exist, may be amended or in the future arising, and any applicable permits, ordinances, rules, orders and regulations of any local, State or Federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.
- 5.7 Savings/Severability.** The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance shall be, or should be held to be, for any reason, invalid or unconstitutional,

under the laws or constitutions of the State of Texas or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstances, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional sections, subsection, provision, clause or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

- 5.8 Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Dallas County, Texas, which is the County in which the properties made the subject of this Agreement are located. It is specifically agreed between the Parties to this Agreement that Dallas County, Texas, is the place of performance of this Agreement; and in the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought and exclusive venue shall lie in Dallas County, Texas.
- 5.9 Sovereign Immunity.** By entering into and executing this Agreement, the Parties agree that they do not waive, limit or surrender their respective sovereign immunity, except as specifically provided for herein.
- 5.10 Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against either Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.
- 5.11 Filing with County Deed Records.** Upon approval of this Agreement, and the Parties respective ETJ release ordinances or resolutions, each Party shall file a copy of the ETJ release documents and this Agreement in the Deed Records of Dallas County, and shall also provide a copy of the ETJ release documents and this Agreement to the Chief Appraiser of the Dallas County Appraisal District.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original.

**[Execution Pages Follow]**

**APPROVED BY THE CITY COUNCIL FOR THE CITY OF LANCASTER, TEXAS**, at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2017, and executed by its authorized representative.

**CITY OF LANCASTER, TEXAS**

By: \_\_\_\_\_  
Marcus E. Knight  
Title: Mayor, City of Lancaster

**ATTEST:**

\_\_\_\_\_  
Name: Sorangel O. Arenas  
Title: City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Name: David T. Ritter  
Title: City Attorney

**APPROVED BY THE CITY COUNCIL FOR THE CITY OF WILMER, TEXAS,**  
at its meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2017, and executed by its authorized  
representative.

**CITY OF WILMER, TEXAS**

By: \_\_\_\_\_  
Casey Burgess  
Title: Mayor, City of Wilmer

**ATTEST:**

\_\_\_\_\_  
Name: Patsy Patten  
Title: City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Name: Michael B. Halla  
Title: City Attorney

**EXHIBIT A-1**  
**METES AND BOUNDS DESCRIPTION OF**  
**SUNRISE ROAD BOUNDARY ADJUSTMENT**



**LEGAL DESCRIPTION**

**SUNRISE ROAD RIGHT-OF-WAY DEDICATION  
4.939 ACRES**

**BEING** a tract of land out of the Jones Green Survey, Abstract No. 503 in the City of Lancaster and the City of Wilmer, Dallas County, Texas, being part of a tract of land described as Parcels 22 and 23, Tract 2 in deed to WHL Dallas 45 LLC recorded in Instrument No. 201100339298 of the Official Public Records of Dallas County, Texas and being part of a tract of land described in deed to WHL Dallas 45 LLC recorded in Instrument No. 201300315806 of the Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with a plastic cap stamped KHA set in the west line of Sunrise Road (a variable width generally recognized road by use and occupation) from which a 5/8" iron rod with a plastic cap stamped KHA found for the intersection of said west line and the south right-of-way line of Pleasant Run Road (60' ROW) bears North 00°49'52" West, 70.00 feet;

**THENCE** with said west line, the following courses and distances to wit:

South 0°49'52" East, a distance of 1486.72 feet to a 5/8" iron rod with a plastic cap stamped KHA set for corner;  
South 0°55'52" East, a distance of 1806.32 feet to a 5/8" iron rod with a plastic cap stamped KHA set for corner;  
South 2°08'51" East, a distance of 579.08 feet to a 5/8" iron rod with a plastic cap stamped KHA set for the intersection of said west line and the north line of Greene Road (a variable width generally recognized road by use and occupation);

**THENCE** with said north line, South 88°57'56" West, a distance of 71.31 feet to a 5/8" iron rod with a plastic cap stamped KHA set for corner;

**THENCE** leaving said north line, the following courses and distances to wit:

North 0°45'26" West, a distance of 808.87 feet to a 5/8" iron rod with a plastic cap stamped KHA set for corner;  
North 0°50'50" West, a distance of 970.47 feet to a 5/8" iron rod with a plastic cap stamped KHA set for corner;  
North 0°45'27" West, a distance of 2092.64 feet to a 5/8" iron rod with a plastic cap stamped KHA set for corner;  
North 88°54'24" East, a distance of 51.39 feet to the **POINT OF BEGINNING** and containing 4.940 acres or 215,173 square feet of land

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

DANA BROWN  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5336  
13455 NOEL ROAD  
TWO GALLERIA OFFICE TOWER  
SUITE 700  
DALLAS, TEXAS 75240  
PH. 972-770-1300  
dana.brown@kimley-horn.com



**SUNRISE ROAD  
RIGHT-OF-WAY DEDICATION  
JONES GREEN SURVEY, ABST. NO. 503  
CITY OF LANCASTER  
CITY OF WILMER  
DALLAS COUNTY, TEXAS**

**Kimley»Horn**

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DAB	JAD	NOV 2017	004450700	1 OF 3

**EXHIBIT A-2**  
**METES AND BOUNDS DESCRIPTION OF**  
**SUNRISE ROAD BOUNDARY ADJUSTMENT**

**LEGAL DESCRIPTION**  
**SUNRISE ROAD RIGHT-OF-WAY DEDICATION**  
**2.920 ACRES**

**BEING** a tract of land out of the Jones Green Survey, Abstract No. 503 in the City of Lancaster, Dallas County, Texas, being part of a tract of land described as Parcel 26 in deed to WHL Dallas 45 LLC recorded in Instrument No. 201100339298 of the Official Public Records of Dallas County, Texas and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found with a plastic cap stamped KHA found at the intersection of north right-of-way line of Beltline Road (variable width ROW) and the west line of Sunrise Road (a variable width generally recognized road by use and occupation) for the southeast corner of said Parcel 26;

**THENCE** with said north right-of-way line, South 88°24'37" West, a distance of 70.72 feet to a 5/8" iron rod found with a plastic cap stamped KHA set for corner;

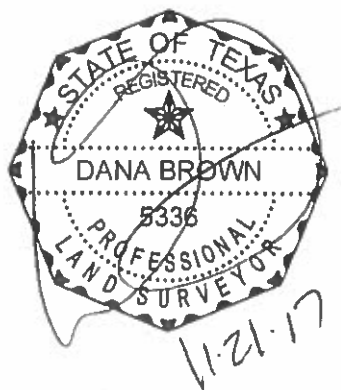
**THENCE** leaving said north right-of-way line, North 0°45'26" West, a distance of 1870.74 feet to a 5/8" iron rod found with a plastic cap stamped KHA set for corner in the south line of Greene Road (a variable width generally recognized road by use and occupation);

**THENCE** with said south line and the north line of said Parcel 26, North 89°10'03" East, a distance of 65.30 feet to a 5/8" iron rod found with a plastic cap stamped KHA found for the northwest corner of said Parcel 26 and the intersection of said south line and the west line of Sunrise Road;

**THENCE** with said west line, South 0°55'23" East, a distance of 1869.81 feet to the **POINT OF BEGINNING** and containing 2.920 acres or 127,186 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

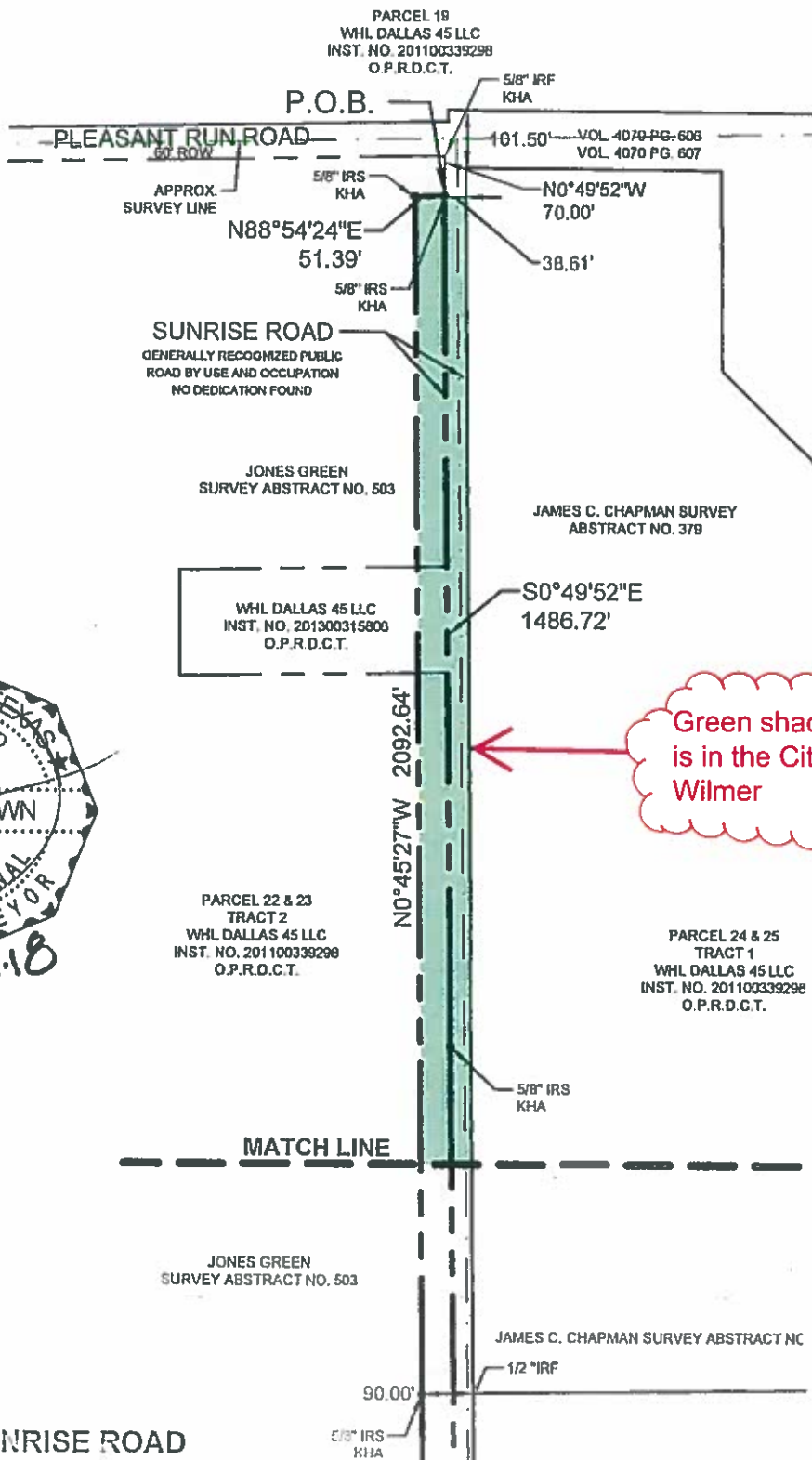
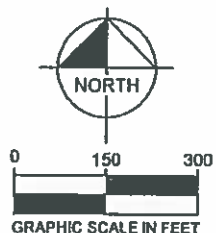
DANA BROWN  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR NO. 5336  
 13455 NOEL ROAD  
 TWO GALLERIA OFFICE TOWER  
 SUITE 700  
 DALLAS, TEXAS 75240  
 PH. 972-770-1300  
 dana.brown@kimley-horn.com



**SUNRISE ROAD**  
**RIGHT-OF-WAY DEDICATION**  
**JONES GREEN SURVEY, ABST. NO. 503**  
**CITY OF LANCASTER**  
**DALLAS COUNTY, TEXAS**

<h1>Kimley»Horn</h1>					
13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240			Tel. No. (972) 770-1300 Fax No. (972) 239-3820		
FIRM # 10115500					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DAB	JAD	NOV 2017	064450700	1 OF 2

**EXHIBIT B-1**  
**MAP SHOWING BOUNDARY ADJUSTMENT LINE**



Green shaded area  
is in the City of  
Wilmer

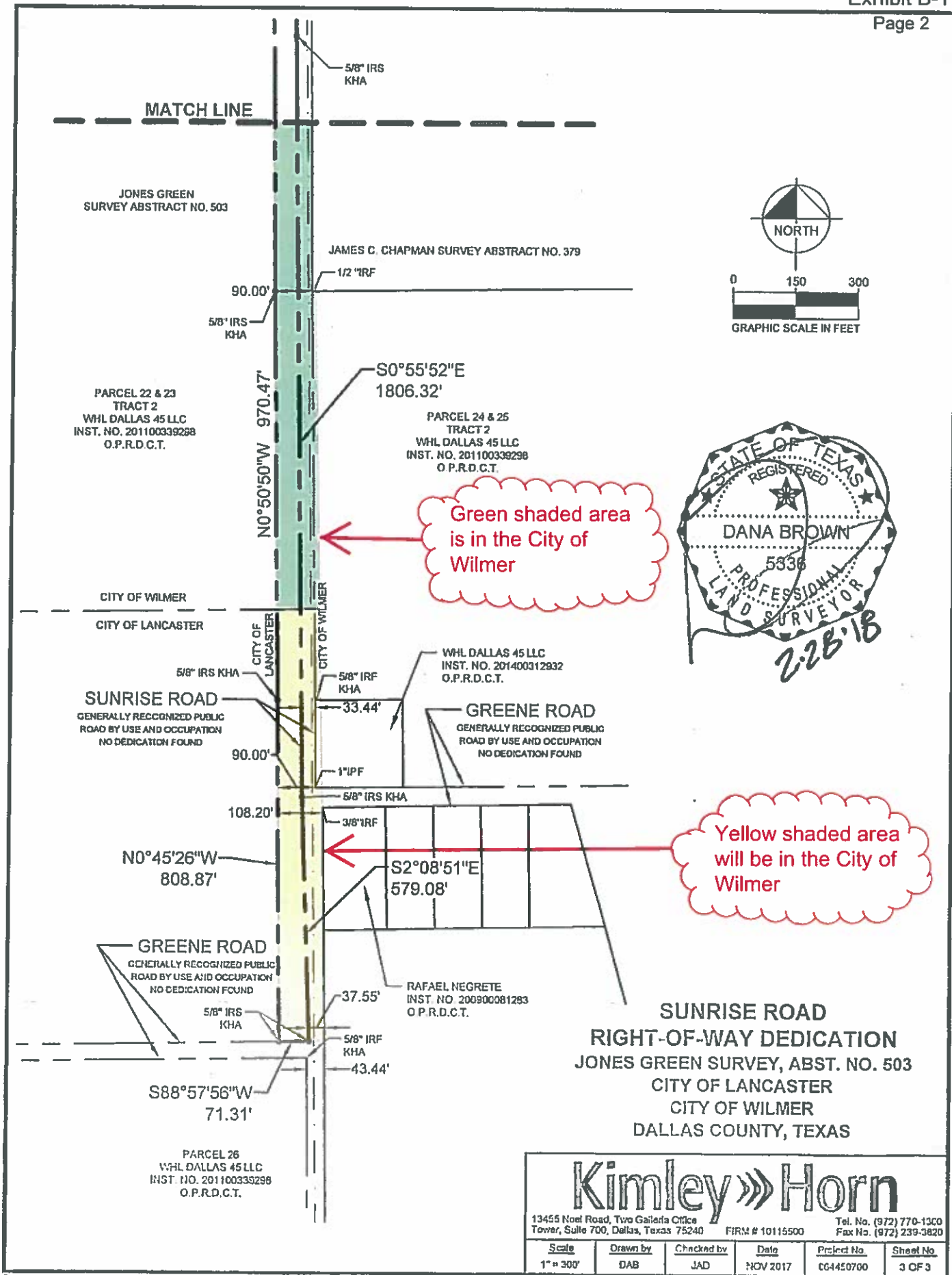


SUNRISE ROAD  
RIGHT-OF-WAY DEDICATION  
JONES GREEN SURVEY, ABST. NO. 503  
CITY OF LANCASTER  
CITY OF WILMER  
DALLAS COUNTY, TEXAS

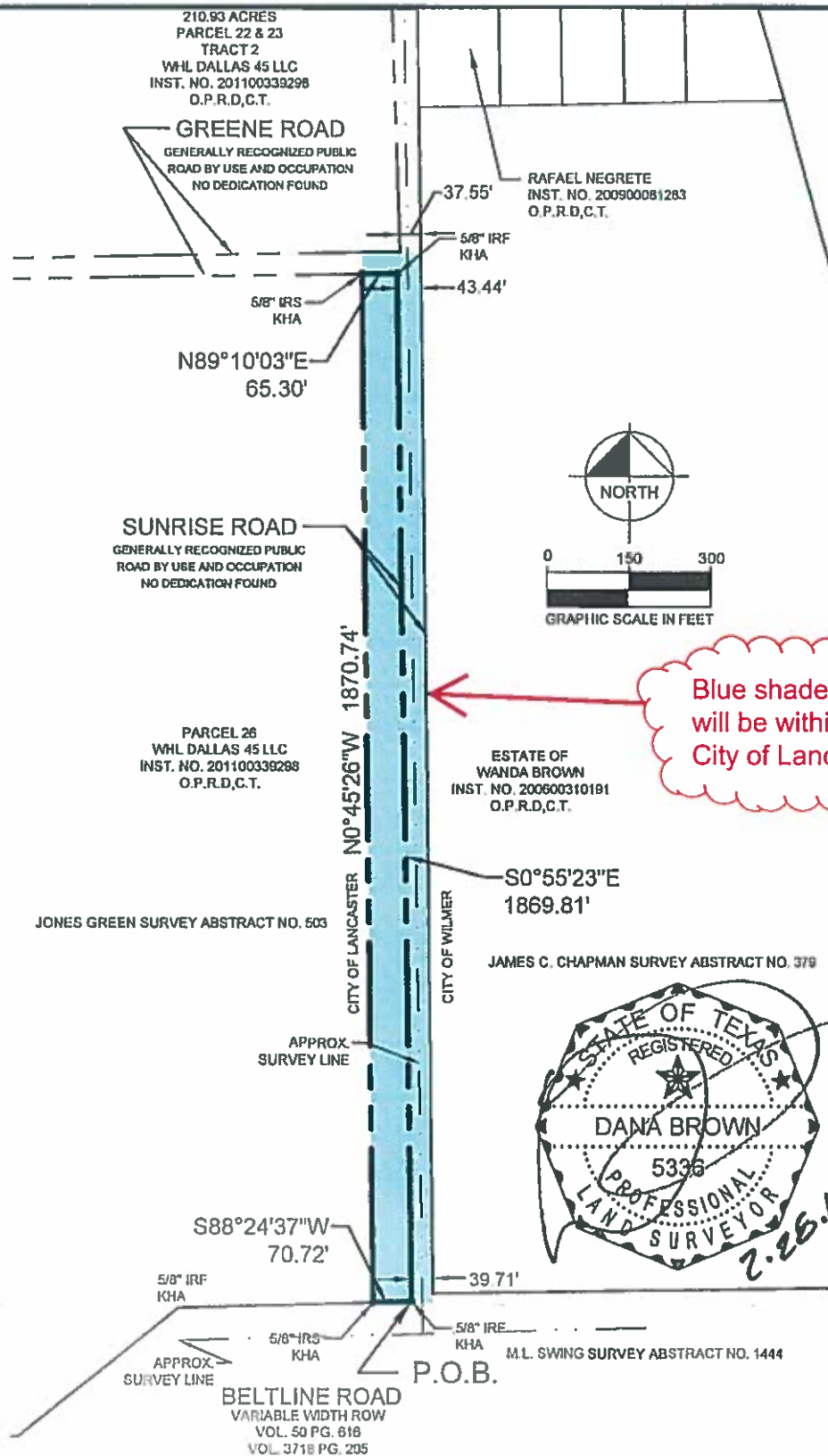
**Kimley»Horn**

13455 Noel Road, Two Galleria Office  
Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1300  
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	DAB	JAD	NOV 2017	064460700	2 OF 3



**EXHIBIT B-2**  
**MAP SHOWING BOUNDARY ADJUSTMENT LINE**



**SUNRISE ROAD**  
**RIGHT-OF-WAY DEDICATION**  
**JONES GREEN SURVEY, ABST. NO. 503**  
**CITY OF LANCASTER**  
**DALLAS COUNTY, TEXAS**

		13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240		FIRM # 10115500		Tel. No. (972) 770-1300 Fax No. (972) 239-3820	
		Scale 1" = 300'	Drawn by DAB	Checked by JAD	Date NOV 2017	Project No. C84450700	Sheet No. 2 OF 2



**ORDINANCE NO. 2005-12-37**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS,  
ESTABLISHING THE RESPECTIVE EXTRATERRITORIAL  
JURISDICTION BOUNDARIES; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, the City Councils of the Cities of Hutchins, Lancaster and Wilmer have agreed after negotiation and discussion that it is in the mutual best interest of all the cities that establishing Extraterritorial Jurisdiction (ETJ) boundaries for an unincorporated area in South Dallas County; and,

**WHEREAS**, the respective City Councils have approved an agreement to establish the ETJ and acknowledge that the orderly development will require cooperation among the cities and that by agreeing on these respective ETJ boundaries will provide each entity a basis for the necessary planning to assure that the essential public services maybe provided in the most efficient and cost effective manner; and,

**WHEREAS**, the City Council of the City of Lancaster has determined that these adjustments are in the best interest of the health, safety and public welfare of the citizens;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCILS OF THE  
CITY OF LANCASTER, DALLAS COUNTY, TEXAS:**

**SECTION 1.** That the extraterritorial jurisdiction boundaries as described on Exhibits "A" and "B, and further depicted on Exhibit "C," which are attached hereto and incorporated herein by reference, be, and the same are hereby established by the City of Lancaster and that the City of Lancaster shall have exclusive jurisdiction over its respective area delineated as its ETJ in the attached.

**SECTION 2.** That this Agreement does not alter any existing Certificate of Convenience and Necessity (CCN) which may be held by any of the respective cities (or other providers) for either water or wastewater.

**SECTION 3.** That this Ordinance, with the Exhibits thereto, contains all commitments and agreements of the parties hereto and in the event that any litigation or legal action challenges this Agreement each party shall be responsible for its own defense.

**SECTION 4.** That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, this 12<sup>th</sup> day of December, 2005.

**APPROVED:**

By: \_\_\_\_\_

Joe Tillotson  
JOE TILLOTSON, MAYOR

**ATTEST:**

By: \_\_\_\_\_

Dale K. Shane  
DOLLE SHANE, CITY SECRETARY

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Robert E. Hager  
ROBERT E. HAGER, CITY ATTORNEY

(REH/cdlr 12/07/05)

## **EXHIBIT "A"**

### **Future Proposed Corporate Limits Between the Cities of Lancaster and Hutchins, Texas**

BEGINNING at a point on the west right-of-way line of Pinto Road, approximately 0.49 miles (2600 feet more or less) north of the north line of Pleasant Run Road, said point being on an easterly extension of an existing Corporate Limit Line of the City of Lancaster;

THENCE departing said Pinto Road, in a Westerly direction, passing at approximately 0.49 miles (2700 feet more or less) a corner of said existing Corporate Limit Line of the City of Lancaster, and continuing along said existing Corporate Limit Line, in all a total distance of 0.81 miles (4300 feet more or less) to the point of intersection with the east right-of-way line of a DP&L easement recorded in Volume 69213 Page 335, DRDCT;

THENCE departing said existing Corporate Limit Line, in a Northerly direction along said DP&L easement east line, approximately 0.03 miles (150 feet more or less) to a P.I. in said easement;

THENCE in a Northwesterly direction continuing along said DP&L easement east line, approximately 0.37 miles (1950 feet more or less) to the point of intersection with the east right-of-way line of Cornell Road;

THENCE departing said DP&L easement, in a Northerly direction along the east right-of-way line of said Cornell Road and the extended east line of Cornell Road, approximately 0.17 miles (900 feet more or less) to the point of intersection with the north right-of-way line of Wintergreen Road;

THENCE departing said extended east line of Cornell Road, in a Westerly direction along the North right-of-way line of said Wintergreen Road, approximately 0.53 miles (2800 feet more or less) to the intersection with the east line of the UP Railroad and the end of this description.

## **EXHIBIT "B"**

### **Future Proposed Corporate Limits Between the Cities of Lancaster and Wilmer, Texas**

BEGINNING at the intersection of the south line of Dallas County, Texas, same being the north line of Ellis County, Texas, and the east right-of-way line of Ferris Road;

THENCE departing said common county line, in a Northerly direction along the east right-of-way line of said Ferris Road, approximately 1.52 miles (8000 feet more or less) to the point of intersection with the south right-of-way line of Van Road;

THENCE departing said Ferris Road, in an Easterly direction along the south right-of-way line of said Van Road, approximately 0.60 miles (3150 feet more or less) to the point of intersection with the northeasterly right-of-way line of Sunrise Road extended to the south;

THENCE departing said Van Road, in a Northwesterly direction along said extended line and northeasterly right-of-way line of said Sunrise Road, approximately 1.20 miles (6350 feet more or less) to the point of intersection with the south right-of-way line of Belt Line Road;

THENCE departing said Sunrise Road, in an Easterly direction along the south right-of-way line of said Belt Line Road, approximately 0.09 miles (460 feet more or less) to the point of intersection with the west right-of-way line of Sunrise Road extended to the south;

THENCE departing said Belt Line Road, in a Northerly direction along said extended line and the west right-of-way line of said Sunrise Road, passing at approximately 0.38 miles (2000 feet more or less) the centerline of Greene Road, and continuing along said west right-of-way line, in all a total distance of approximately 0.57 miles (3000 feet more or less) to a point for corner, said point being on a easterly extension of an existing Corporate Limit Line of the City of Lancaster;

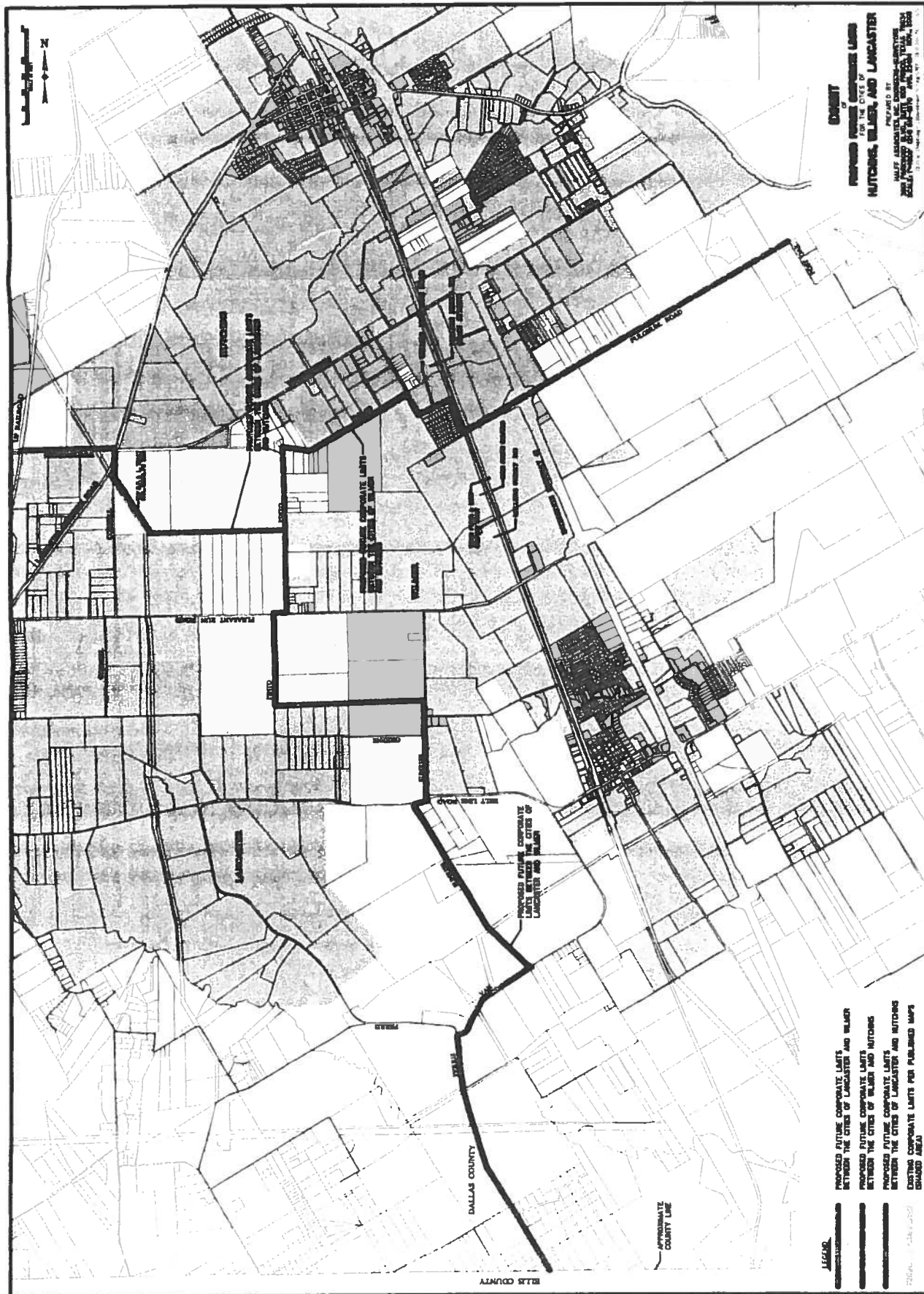
THENCE departing said Sunrise Road, in a Westerly direction, passing at approximately 0.45 miles (2350 feet more or less) a corner of said existing Corporate Limit Line of the City of Lancaster, and continuing along said existing Corporate Limit Line, in all a total distance of 0.88 miles (4650 feet more or less) to a point on the east right-of-way line of Pinto Road;

THENCE departing said existing Corporate Limit Line, in a Northerly direction along the east right-of-way line of said Pinto Road and the extension of said east right-of-way line, approximately 0.57 miles (3000 feet more or less) to the point of intersection with the north right-of-way of Pleasant Run Road;

THENCE departing said Pinto Road extension, in an Easterly direction along the north right-of-way line of said Pleasant Run Road, approximately 0.08 miles (400 feet more or less) to the point of intersection with west right-of-way line of Pinto Road;

THENCE departing said Pleasant Run Road, in a Northerly direction along said west right-of-way line of Pinto Road, approximately 0.49 miles (2600 feet more or less) to the end of this description, said point being on an easterly extension of an existing Corporate Limit Line of the City of Lancaster.

### EXHIBIT "C"



**ORDINANCE NO. 2008-02-08**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY IN EXHIBIT "A" WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BIND SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; PROVIDING FOR A SERVICE PLAN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster has received a request for a voluntary annexation; and

**WHEREAS**, Chapter 43.000 of the Texas Local Government Code and/or Charter of the City of Lancaster, Texas, a home rule municipality and incorporated city, authorizes the annexation of territory, subject to the laws of this state; and

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Lancaster, Texas, and the laws of this state have been duly followed with respect to the property described in the attached Exhibit "A";

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

**SECTION 1.** That the property being more particularly described in Exhibit "A" (Legal Description), consisting of a total of sixteen pages, and Exhibit "B" (Location Map) is hereby annexed to the City of Lancaster, Dallas County, Texas, and that the boundary limits of the City of Lancaster be and the same are hereby amended to extend and include the above described territory within the city limits of the City of Lancaster, and the same shall hereafter be included within the territorial limits of said city, and that the official Map of the City of Lancaster, Texas, shall be hereby amended, and that the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Lancaster and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

**SECTION 2.** That the following service plan for the area is adopted and attached as Exhibit "C."

**SECTION 3.** That the City Secretary is hereby directed to file with the County Clerk of Dallas, Texas, a certified copy of this ordinance.

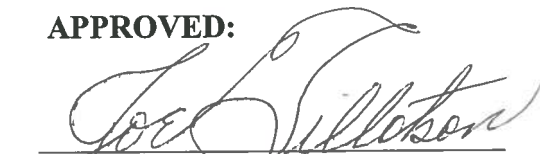
**SECTION 4.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 25<sup>th</sup> day of February 2008.

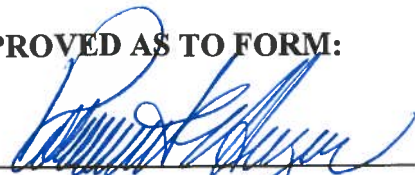
**ATTEST:**

  
\_\_\_\_\_  
Dolle K. Shane, City Secretary

**APPROVED:**

  
\_\_\_\_\_  
Joe Tillotson, Mayor

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Robert E. Hager, City Attorney

## **Exhibit “A”**

*(Attach legal Descriptions for all of the annexed tracts)*

**Exhibit “A” consisting of a total of sixteen pages as follows:**

<b>Tract 21</b>	<b>2 pages</b>
<b>Tract 23 (partial)</b>	<b>2 pages</b>
<b>Tract 26</b>	<b>2 pages</b>
<b>Tract 57</b>	<b>2 pages</b>
<b>Tract 63</b>	<b>1 page</b>
<b>Tracts 67 &amp; 68</b>	<b>5 pages</b>
<b>Tract 69</b>	<b>2 pages</b>



## **METES AND BOUNDS**

202.24 Acres

Middleton Perry Survey, Abstract No. 1128

Dallas County, Texas

**BEING** a tract of land situated in the Middleton Perry Survey, Abstract Number 1128, Dallas County Texas, and being all of a called 202.241 acre tract of land described in a Warranty Deed from Dallas Lancaster Corporation, to Lancaster-Pleasant Run Farms, Inc., recorded in Volume 80211, Page 154 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), and being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) in the intersection of the north line of Green Road and the West line of Pinto Road;

**THENCE South 88°54'16" West**, along the north line of Green Road, a distance of **2300.52 feet** to a 5/8-inch iron rod set in the intersection of the north line of Green Road and the east line of Alba Road;

**THENCE North 00°50'44" West**, along the east line of Alba Road, a distance of **680.88 feet** to a 5/8-inch iron rod set in the intersection of the east line of Alba Road and the north line of Green Road;

**THENCE South 89°14'16" West**, along the north line of Green Road, a distance of **20.00 feet** to a 5/8-inch iron rod set in the east line of a called 136 acre tract described in a Warranty Deed from Evelyn G. Roddy to Paige Elizabeth Roddy Thompson, recorded in Volume 2003021, Page 9385 - DRDCT;

**THENCE North 00°50'45" West**, along the east line of said  
Tompson tract, a distance of **3133.70 feet** to a 5/8-inch iron rod set  
in the south line of Pleasant Run Road;

**THENCE North 89°20'16" East**, along Pleasant Run Road, a  
distance of **2316.10 feet** to a 5/8-inch iron rod set in the intersection  
of the south line of Pleasant Run Road and the west line of Pinto  
Road;

**THENCE South 00°54'44" East**, along the west line of Pinto Road,  
a distance of **3797.16 feet** to the **POINT OF BEGINNING** and  
containing 202.24 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983  
(Grid Azimuth)



## **METES AND BOUNDS**

157.42 Acres

Jones Green Survey, Abstract No. 503

Dallas County, Texas

**BEING** a tract of land situated in Jones Green Survey, Abstract No. 503, Dallas County, Texas, and being a part of a called 210.93 acre tract (hereinafter referred to as Tract 23) of land described in a Warranty Deed from Pilsner Holding Corp., to DLH Master Parcel ## 22, 23, L.P., recorded as Instrument Number 200600054973 of the Official Public Records of Dallas County, Texas (hereinafter referred to as OPRDCT), and being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap found (hereinafter referred to as 5/8-inch iron rod found) in the intersection of the south right-of-way line of Pleasant Run Road and the west right-of-way line of Sunrise Road and the northeast corner of aforementioned Tract 23;

**THENCE South 00°49'52" East**, along the west line of Sunrise Road, a distance of **717.70 feet** to a point for the northeast corner of a called 2.000 acre tract described in a Warranty Deed from Kevin C. Henry and wife, Diane M. Henry to James C. Bryce and wife, Sandey J. Bryce, recorded in Volume 99009, Page 5892 - DRDCT;

**THENCE** with said Bryce tract the following three courses and distances:

**South 89°10'08" West**, a distance of **470.92 feet** to a point for corner;

**South 00°49'52" East**, a distance of **185.00 feet** to a point for corner;

**North 89°10'08" East**, a distance of **470.92 feet** to a point in the west line of Sunrise Road;

**THENCE South 00°49'52" East**, along the west line of Sunrise Road, a distance of **653.32 feet** to a 1/2-inch iron rod found in the west line of Sunrise Road;

**THENCE South 00°55'52" East**, along the west line of Sunrise Road, a distance of **1,404.67 feet more or less**, to a point in the west line of Sunrise Road and being approximately a 1000 feet more or less to the center of Greene Road called in City Ordinance No. 2005-12-37;

**THENCE Westerly** direction, leaving the west line of Sunrise Road and crossing the aforementioned Tract 23, a distance of **2,349.97 feet more or less**, to a point in the west property line of said Tract 23 and east line of a called 8.7728 acre tract described in a Warranty Deed from Elouise Patteson and Harold E. Patteson to Harold H. Hubbard, recorded in Volume 81116, Page 2178 - DRDCT;

**THENCE North 00°58'19" West**, along the east line of said Hubbard tract, and then a called 52.45 acre tract described in a Special Warranty Deed from Susan Biggers Adams to John C. Biggers, Trustee for Rosalynn L. Biggers Estate Trust, recorded in Volume 95004, Page 2656 - DRDCT, a distance of **1,016.72 feet more or less**, to a 2-inch iron pipe found for the east common corner of said Biggers tract and a called 103.517 acre tract (hereinafter referred to as Pilsner tract) described in a Warranty Deed from Myron W. Goff, Trustee to Pilsner Holding Corp., recorded in Volume 82004, Page 370 - DRDCT;

**THENCE North 00°58'19" West**, along the east line of said Pilsner tract, a distance of **362.92 feet** to a 1/2-inch iron rod found with cap in the east line of said Pilsner tract;

**THENCE North 01°02'40" West**, along the east line of said Pilsner tract, a distance of **1,564.23 feet** to a 5/8-inch iron rod found in the south line of Pleasant Run Road;

**THENCE North 89°02'08" East**, along the south line of Pleasant Run Road, a distance of **2,356.71 feet** to the POINT OF BEGINNING and containing 157.42 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983, North Central Zone  
(Grid Azimuth)



## **METES AND BOUNDS**

111.58 Acres  
Jones Green Survey, Abstract No. 503  
M. W. Spencer Survey, Abstract 1287  
Dallas County, Texas

**BEING** a tract of land situated in the Jones Green Survey, Abstract No. 503, and the M. W. Spencer Survey, Abstract 1287, Dallas County, Texas, and being all of a called 111.578 acre tract of land described in a Warranty Deed from Myron W. Goff, to Belt Line Investment Tract, a General Partnership, recorded in Volume 84231, Page 1567 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), and being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) in the intersection of the south line of Greene Road and the west line of Sunrise Road;

**THENCE South 00°55'23" East**, along the west line of Sunrise Road, a distance of **1869.81 feet** to a 5/8-inch iron rod set in the called north line of Belt Line Road;

**THENCE** along the north line of Belt Line Road, the following courses and distances:

**South 88°24'37" West**, a distance of **427.58 feet** to a 5/8-inch iron rod set for corner;

**South 51°22'37" West**, a distance of **374.64 feet** to a 5/8-inch iron rod set for corner;

**South 89°02'37" West**, a distance of **1343.42 feet** to a 5/8-inch iron rod set for corner;

**North 88°02'23" West**, a distance of **153.06 feet** to a 5/8-inch iron rod set for corner;

**North 55°32'23" West**, a distance of **198.22 feet** to a 5/8-inch iron rod set for corner, from which a 1/2-inch iron rod found for the southwest corner of a called 10.00 acre tract described in a Warranty Deed from Wilton O. Davis to Frank Velez, Jr., recorded in Volume 80016, Page 527 – DRDCT bears **North 00°34'35" West** a distance of 81.29 feet and **South 88°46'37" West** a distance of 462.90 feet;

**THENCE North 00°34'35" West**, along Belt Line, the east line of said Velez tract, and then a called 5.00 acre tract described in a Warranty Deed from Wilton O. Davis to Ronnie Sims and wife, Nila Sims, recorded in Volume 80016, Page 550 – DRDCT, a distance of **1985.94 feet** to an "X" cut on a headwall in the south line of Greene Road;

**THENCE North 89°10'00" East**, along the south line of Greene Road, a distance of 2369.86 feet to the **POINT OF BEGINNING** and containing 111.58 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983  
(Grid Azimuth)



## **METES AND BOUNDS**

19.00 Acres

Joseph Manley Survey, Abstract No. 867

Dallas County, Texas

**BEING** a tract of land situated in the Joseph Manley Survey, Abstract No. 867, Dallas County Texas, being that portion of land out a called 107.42 acre tract (First Tract) of land described in Warranty Deeds from Eric Hammond Coffman and Dorothy H. Coffman to J. Lawson Goggans recorded in Volume 77001, Pages 1722 and 1730 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT) lying southwest of a called 10.78 acre tract (Tract 1) described in a conveyance from Dorothy H. Coffman and Hammond Coffman to Dallas Power and Light Company, recorded in Volume 69213, Page 335 - DRDCT and being all of a called 18.9969 acre tract (Tract Two) of land described in a Special Warranty Deed from Shacama, LLC to 157 AC WG/PR, LP, recorded in Document ID 200503591317 - DRDCT, and being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a PK nail set in the centerline of Cornell Road for the called west common corner of the Samuel Keller Survey, Abstract Number 721 and the Joseph Manley Survey, Abstract Number 867, Dallas County, Texas and also being the west common corner of said Tract Two and a called 55.4654 acre tract (Tract Four) of a land described in Special Warranty Deed from Shacama, LLC to 157 AC WG/PR, LP, recorded in Document ID 200503591317 - DRDCT, from which said spike, a 1-inch iron pipe found for the northwest corner of a called 215.6190 acre tract of land described in a Warranty Deed from Myron W. Goff to Dallas County Farm Joint Venture, recorded in Volume 90218, Page 14 - DRDCT, bears North 01°01'09" West – 2606.77

feet, North  $89^{\circ}17'32''$  East – 1755.23 feet, and North  $01^{\circ}07'13''$  West – 30.00 feet;

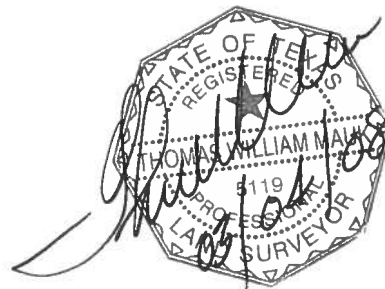
**THENCE North  $01^{\circ}01'09''$  West**, along the centerline of Cornell Road and the called west line of the Manley Survey a distance of **1690.13 feet** to a PK nail set for corner in the southwest line of said Dallas Power and Light tract;

**THENCE South  $31^{\circ}01'39''$  East**, along said southwest line a distance of **1835.93 feet** to an "X" set on the concrete pad of a transmission tower;

**THENCE South  $01^{\circ}03'59''$  East**, along the west line of said Dallas Power and Light tract, a distance of **112.32 feet** to a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) in the called south line of the Manley Survey and being the northeast corner of said Tract Four;

**THENCE South  $89^{\circ}43'51''$  West**, along north line of said Tract Four and the called common south line of the Manley Survey and the north line of the Keller Survey, a distance of **918.37 feet** to the **POINT OF BEGINNING** and containing 19.00 acres, more or less of which 0.96 acres lie within Cornell Road, assuming a 50 foot wide right of way, leaving 18.04 net acres.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)





**METES AND BOUNDS**

10.007 Acres

Middleton Perry Survey, Abstract No. 1128

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Middleton Perry Survey, Abstract Number 1128, Dallas County Texas, a portion of which being in the city of Lancaster, and being all of a called 10.00 acre tract of land described in a Warranty Deed from Wilton O. Davis to Frank Velez, Jr., recorded in Volume 80016, Page 527, Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at an iron rod found in the north right of way line of Belt Line Road as shown on Dallas County Right of Way map and the south common corner of the Frank Velez 40.00 acre and 10.00 acre tracts;

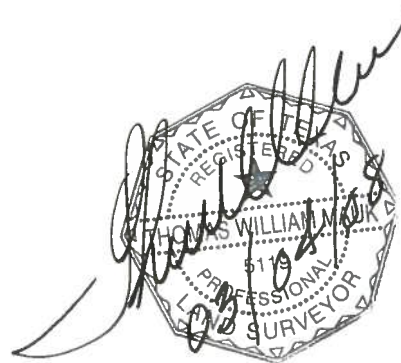
**THENCE North 00°35'39" West**, leaving the said north line of Belt Line Road, along the common line of the Frank Velez 40.00 acre and 10.00 acre tracts, a distance of **941.37 feet** to a 5/8-inch iron rod set in the south line of a tract of land to H. Richard Kernekin, recorded in Volume 82090, Page 2284-DRDCT;

**THENCE North 88°45'17" East**, along the north line of 10.00 acre Velez tracts, a distance of **463.19 feet** to a 5/8-inch iron rod set in the west line of a called 111.578 acre tract of land described in a Warranty Deed from Myron W. Goff to Belt Line Investment Tract, recorded in Volume 84231, Page 1567 - DRDCT;

**THENCE South 00°34'35" East**, along the west line of said Belt Line Investment Tract and the east line of said 10.00 acre Velez tract, a distance of **941.56 feet** to a 5/8-inch iron rod set in the north right of way line of Belt Line Road;

**THENCE South 88°46'37" West**, along the said north line of Belt Line Road and the south line of said 10.00 acre Velez tract, a distance of **462.90 feet** to the **POINT OF BEGINNING** and containing 10.007 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)



## **METES AND BOUNDS**

Tracts 67 and 68

206.2 Acres

Allanson Dowdy Survey, Abstract No. 388

Margaret H. Lavender Survey, Abstract No. 766

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Allanson Dowdy Survey, Abstract No. 388, and the Margaret H. Lavender Survey, Abstract No. 766, Dallas County, Texas, and being a portion of a called 112.75 acre tract of land (the remainder of which is hereinafter referred to as Tract 67) described in a Warranty Deed from Edith Roddy Jenkins and L.W. Jenkins to Burton Roddy, James Roddy and Lawrence Roddy, recorded in Volume 4420, Page 125 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), and also being all of a called 100 acre tract of land (hereinafter referred to as Tract 68) described in a Warranty Deed from Burton C. Roddy and James H. Roddy to Laurence O. Roddy, recorded in Volume 4419, Page 449 - DRDCT, with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**COMMENCING** at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) for the northwest corner of a called 86 acre tract of land (the remainder of which is hereinafter referred to as Tract 66) described in a Judgment for Edith A. Roddy, Grace E. Roddy, Burton C. Roddy, James M. Roddy, Mary R. Roddy and Lawrence O. Roddy, recorded in Volume 889, Page 504 – DRDCT, and being in the intersection of the south line of Belt Line Road as shown on Dallas County Right of Way map with the east line of Lancaster Airport Addition, an addition to the City of Lancaster, according to the plat

thereof, recorded in Volume 97173, Page 5853 – DRDCT, from which said 5/8-inch iron rod, a 1/2-inch iron rod found for a northern corner of said Airport Addition bears North  $40^{\circ}13'52''$  West, 4.52 feet and South  $88^{\circ}24'32''$  West, 167.16 feet;

**THENCE** along the south line of Belt Line Road as shown on Dallas County Right of Way map, then as dedicated by Right-of-Way Deed from Edith Roddy Jenkins, et vir, L.W. Jenkins, James M. Roddy, Mary Roddy Hubbard, et vir, Jim Hubbard, Lawrence O. Roddy, Burton C. Roddy, and B.C. Roddy to the County of Dallas, recorded in Volume 3718, Page 214 – DRDCT, and then as dedicated by Right-of-Way Deed from B.C. Roddy to the County of Dallas, recorded in Volume 3718, Page 209 – DRDCT, the following courses and distances:

**North  $88^{\circ}40'55''$  East**, a distance of **407.35 feet** to a 5/8-inch iron rod set for corner;

**North  $88^{\circ}40'55''$  East**, a distance of **57.90 feet** to a 5/8-inch iron rod set for corner;

**Along a curve to the right**, through a central angle of  $4^{\circ}58'00''$ , having a **radius of 5679.65 feet**, and a chord bearing and distance of **South  $88^{\circ}50'05''$  East, 492.18 feet**, an arc length of 492.33 feet to a to a 5/8-inch iron rod set for corner;

**South  $85^{\circ}42'50''$  East**, a distance of **254.00 feet** to a 5/8-inch iron rod set for corner;

**Along a curve to the left**, through a central angle of  $5^{\circ}09'54''$ , having a **radius of 5779.65 feet**, and a chord bearing and distance of **South  $88^{\circ}17'47''$  East, 520.82**

**feet**, an arc length of 521.00 feet to a 5/8-inch iron rod set for corner;

**North 89°07'40" East**, a distance of **370.68 feet** to a 5/8-inch iron rod set for the northwest corner of Tract 67 and the **POINT OF BEGINNING** of the herein described tract of land;

**North 89°07'40" East**, a distance of **711.12 feet** to a 5/8-inch iron rod set for corner;

**Along a curve to the right**, through a central angle of 14°39'44", having a **radius of 1860.08 feet**, and a chord bearing and distance of **South 83°32'12" East, 474.70 feet**, an arc length of 476.00 feet to a 5/8-inch iron rod set for corner;

**South 76°12'20" East**, a distance of **331.30 feet** to a 5/8-inch iron rod set for corner;

**Along a curve to the left**, through a central angle of 13°00'29", having a **radius of 1960.08 feet**, and a chord bearing and distance of **South 84°07'06" East, 444.04 feet**, an arc length of 445.00 feet to a 5/8-inch iron rod set for corner;

**North 89°22'40" East**, a distance of **135.32 feet** to a 5/8-inch iron rod found for the northwest corner of a called 47.97 acre tract of land (hereinafter referred to as Tract 69) described in a Warranty Deed from Burton Roddy, Edith Roddy Jenkins, and husband L.W. Jenkins, James Roddy and Lawrence Roddy to Mrs. Jim Hubbard, recorded in Volume 4430, Page 259 - DRDCT;

**THENCE South 00°47'31" East**, along the west line of Tract 69, a distance of **1754.00 feet** to a 5/8-inch iron rod found for the southwest corner of said Tract 69 and being in the northwest line of Tract 68;

**THENCE North 58°32'29" East**, along the northwest line of Tract 68 and the southeast line of Tract 69, a distance of **2116.00 feet** to a 5/8-inch iron rod found for the east corner of said Tract 69 called to be in the west line of Sunrise Road, a called 40 foot wide right of way, said rod also being the north corner of Tract 68;

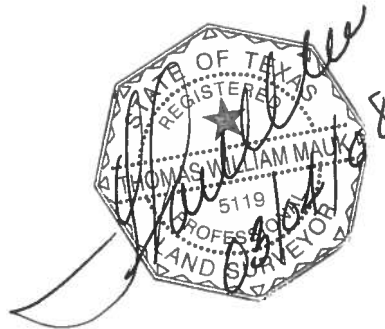
**THENCE South 31°17'11" East**, along the northeast line of Tract 68 and generally with Sunrise Road, a distance of **1166.11 feet** to a 5/8-inch iron rod set for corner;

**THENCE South 58°49'44" West**, along the southeast line of Tract 68, the northwest line of a called 20.50 acre tract of land (Tract III) described in a Special Warranty Deed from Schlachter Realty, LTD. to Mona Louise Schlachter, recorded in Volume 2003173, Page 2255 – DRDCT, and the northwest line of a called 235.906 acre tract of land described in a Warranty Deed from R.M. Head, R.B. Head, W.D. Fridge, Ralph E. Williams, Charles W. Waldrop, Jr., and Charles B. Edwards to O.B. Curry, recorded in Volume 77056, Page 208 – DRDCT, a distance of **3751.65 feet** to a 5/8-inch iron rod set for an eastern corner of said Airport Addition;

**THENCE North 30°50'22" West**, along the northeast line of said Airport Addition and the southwest lines of Tract 68 and Tract 67, a distance of **2502.29 feet** to a 5/8-inch iron rod set for the southern common corner of tracts 66 & 67 and also, being an eastern corner of said Airport Addition;

**THENCE North 00°50'22" West**, along the west line of Tract 67, a distance of **1605.23 feet** to the **POINT OF BEGINNING** and containing 206.2 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)



**BEING** a tract of land situated in the M.L. Swing Survey, Abstract Number 1444, and the Allanson Dowdy Survey, Abstract Number 388, Dallas County Texas, and being all of a called 51.44 acre tract of land described in a Warranty Deed from Burton Roddy, Edith Roddy Jenkins, and Husband L.W. Jenkins, James Roddy and Lawrence Roddy to Mrs. Jim Hubbard recorded in Volume 4430, Page 259 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), save and except a portion of which being included in a Right-of-Way Deed from B.C. Roddy, Burton C. Roddy and James M. Roddy to the County of Dallas recorded in Volume 3718, Page 205 – DRDCT, with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) for the northwesterly cutback corner of the intersection of the south Right-of-Way of Beltline Road with the west Right-of-Way of Sunrise Road, as currently built on the ground and related to said Right-of-Way Deed by concurrent Dallas County Right-of-Way strip map;

**THENCE** along said cutback corner, **South 64°16'00" East**, a distance of **168.00 feet** to a 5/8-inch iron rod set for the southeasterly cutback corner of said Right-of-Way;

**THENCE** along the east line of said deed to Mrs. Jim Hubbard and called to be the west line of 40 foot wide Sunrise Road, a bearing of **South 29°30'30" East**, a distance of **731.53 feet** to a 5/8-inch iron rod set for the common northeast corner of said Hubbard tract and a called 100 acre tract described in a Warranty Deed from Burton C. Roddy and James W. Roddy to Laurence O. Roddy recorded in Volume 4419, Page 449 – DRDCT and being in the commonly called south line of afore mentioned Swing Survey and the north line of the Margaret H. Lavender Survey, Abstract Number 766;

**THENCE** along said common lines and then also the commonly called south line of the Allanson Dowdy Survey, Abstract 388, a bearing of **South 59°44'30" West**, a distance of **2116.00 feet** to a 5/8-inch iron rod set for the southwest corner of the herein described tract;

**THENCE** along the west line of the herein described tract and the east line of the remaining portion of a called 112.75 acre tract described in a Warranty Deed from Edity Roddy Jenkins and husband, L.W. Jenkins to Burton Roddy, James Roddy and Lawrence Roddy recorded in Volume 4420, Page 125 – DRDCT, a bearing of **North 00°24'30" East**, a distance of **1754.00 feet** to a 5/8-inch iron rod set at the intersection with the south line of aforementioned Right-of-Way;

**THENCE** along the south line of said Right-of-Way and 50 foot south of and parallel to the center line of the 25 foot wide asphalt paving of Beltline Road, a bearing **South 89°45'30" East**, and a distance of **976.99 feet** to a 5/8-inch iron rod set for the beginning of a curve to the left;

**THENCE** continuing along said south Right-of-Way and with the curve to the left, through a central angle of  $9^{\circ}35'16''$ , having a radius of 1960.08 feet, a chord bearing and distance of North  $85^{\circ}26'52''$  East, 327.61 feet, and an arc length of 328.00 feet to the **POINT OF BEGINNING** and containing 47.853 acres, more or less.

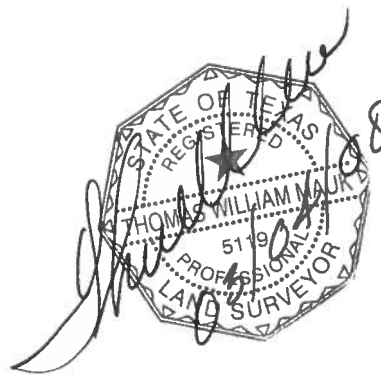
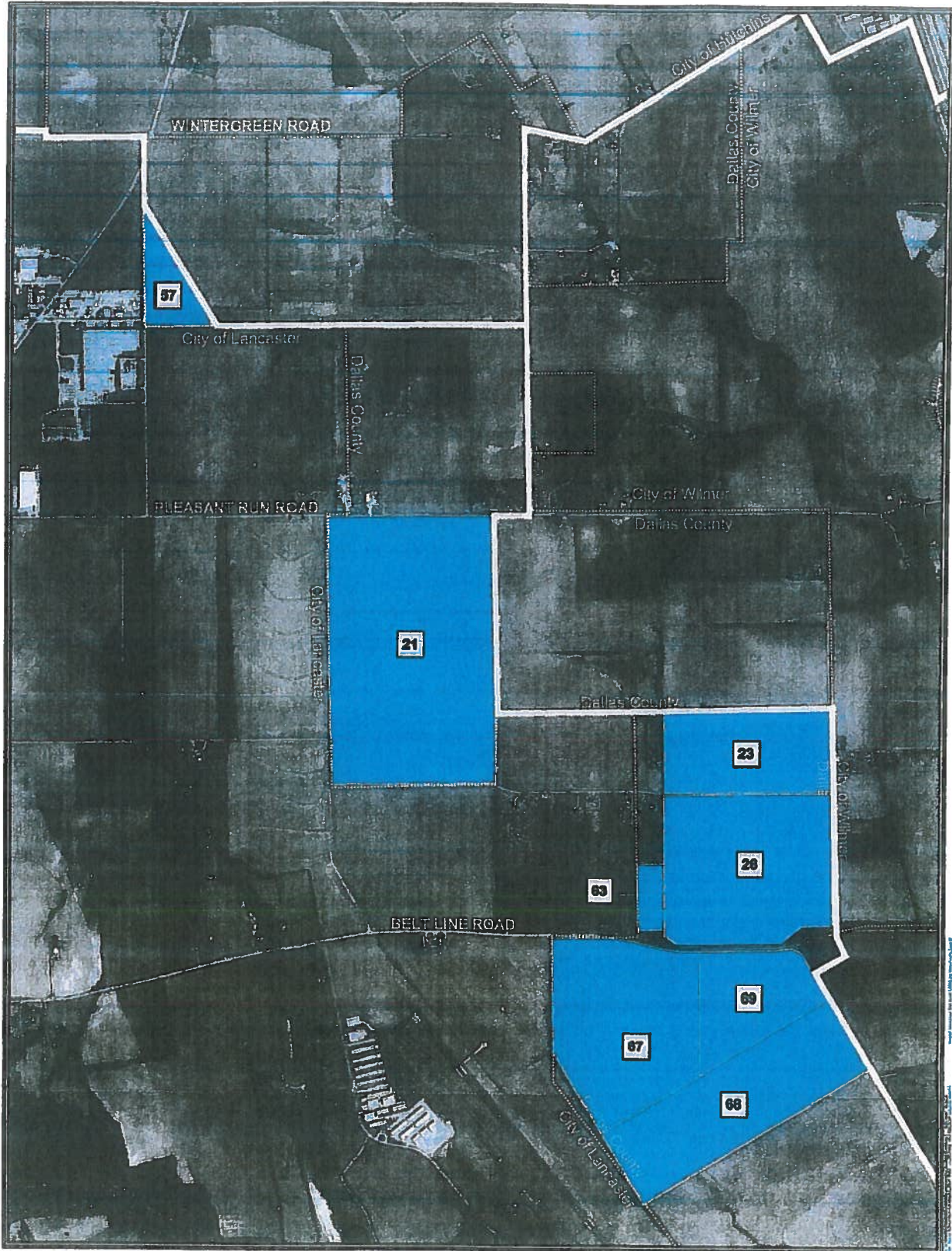




Exhibit "B"



# Lancaster Proposed Annexation Plan



Hayley-Horn  
and Associates, Inc.  
2020-06-07

ALLEN  
GROUP

**DALLAS**  
LOGISTICS HUB

**Exhibit "C"**

**CITY OF LANCASTER, TEXAS  
SERVICE PLAN FOR ANNEXED AREA**

**2008-02-08**

**ANNEXATION ORDINANCE NO.** \_\_\_\_\_

**DATE OF ANNEXATION ORDINANCE:** \_\_\_\_\_ **February 25, 2008**

**ACREAGE ANNEXED:** \_\_\_\_\_ **658+ acres**

A component of the City of Lancaster, Texas 2002 Comprehensive Plan and a mutual boundary agreement with the Cities of Wilmer and Hutchins is the annexation of the Ultimate Development Area to define the boundaries of the City. The intent of this annexation and subsequent annexations is to assure continued, attractive, and efficient growth.

Municipal services shall be provided to the annexed tract(s) of land, by the City of Lancaster, Texas, in accordance with the following provisions and V.T.C.A., Local Government Code, Section 43.056.

**A. POLICE PROTECTION:**

1. Police personnel and equipment from the Lancaster Police Department shall be provided to the area annexed on the effective date of this ordinance.
2. Police protection services shall be provided at a level of services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever is applicable.

**B. FIRE PROTECTION:**

1. Fire protection and Emergency Medical Services (EMS) from the Lancaster Fire Department shall be provided to the area on the effective date of this ordinance.
2. Fire protection services shall be provided at a level of services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever is applicable.

**C. FIRE PREVENTION:**

The services of the City of Lancaster Fire Marshall shall be provided to the area upon the effective date of this ordinance.

D. SOLID WASTE COLLECTION:

1. Solid waste collection shall be provided to the area annexed upon the effective date of this ordinance.
2. Solid waste collection services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever may be applicable.
3. The collection of refuse from individual properties shall be made in accordance with the usual Sanitation Department scheduling. Residential customers may utilize the Dallas County Landfill in accordance with City ordinances.

E. WATER SERVICE:

1. For portions of the annexed area within the City of Lancaster legally certificated area (CCN) the City of Lancaster shall provide water services to this annexed area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City of Lancaster requires developers to construct the necessary infrastructure to meet the needs of the development. This requirement may also include off-site improvements.
2. For portions of the annexed area within the City of Lancaster legally certificated area (CCN), the City of Lancaster shall allow the provision of extensions of water facilities to the areas annexed on the effective date of this ordinance. Such extensions shall be in accordance with Section 14.112 of the Lancaster Development Code, City of Lancaster, and as amended.
3. Connection to existing city water mains for water service will be provided in accordance with existing City Policies. Upon connection to existing mains, water will be provided at rates established by City Ordinance.
4. For portions of the annexed area within the City of Lancaster legally certificated area (CCN), water services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever may be applicable.
5. Water mains installed or improved to City standards within the annexed area which are part of the City of Lancaster water system and are located within dedicated easements, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City of Lancaster upon the effective date of this ordinance.

6. Maintenance of private lines will be the responsibility of the owner or occupant.
7. Where other water districts provide water service, the development shall still meet the City of Lancaster standards for the sizing and construction of utilities.

F. SANITARY SEWER SERVICE:

1. The City of Lancaster shall provide sewer services to this annexed area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City of Lancaster requires developers to construct the necessary infrastructure to meet the needs of the development. This requirement may also include off-site improvements.
2. Connection to existing city sanitary sewer mains for sewage service will be provided in accordance with existing City Policies. Upon connection to existing mains, sanitary sewer collection will be provided at rates established by City Ordinances.
3. Sanitary sewer services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever may be applicable.
4. Sanitary sewer mains and lift stations installed or improved to City Standards within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City of Lancaster upon the effective date of this ordinance.

G. STREETS:

1. Emergency street maintenance shall be provided for publicly dedicated streets or roads within the areas annexed upon the effective date of this ordinance. Routine maintenance will be scheduled as part of the City's annual street maintenance program in accordance with the then current policies and procedures defined by ordinance.
2. Street services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever may be applicable.

H. PARKS AND RECREATION:

1. The City of Lancaster shall provide parks and recreation services to this annexed area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City of Lancaster requires developers to



construct hike/bike trails in keeping with the Parks and Open Space Master Plan, Hike and Bike Trails Master Plan and Streetscape Master Plan. Additionally, new developments must still satisfy the parkland dedication requirements that call for land or fees in lieu of land for park.

2. Residents within the areas annexed may utilize all existing park and recreation facilities upon the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
3. Additional park and recreation facilities shall be constructed based on Park policies defined in the 2002 Comprehensive Plan and the 2006 Parks and Open Space Master Plan, and further administered through the Parkland Dedication Ordinance (#2006-10-41). The general planned locations and classifications of parks will ultimately serve residents from the current city limits and residents from areas being considered for annexation.

I. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES:

1. Enforcement of current environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within this area upon the effective date of this annexation ordinance.
2. Inspection services, including but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with City Codes and Ordinances will be provided within upon the effective date of this ordinance.
3. The City shall provide the level of Environmental Health and Code Enforcement Services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever may be applicable.

J. MISCELLANEOUS:

Any publicly owned facility, building, or service located within the annexed area shall be operated and maintained by the City upon the effective date of the annexation ordinance.

K. CAPITAL IMPROVEMENTS PROGRAM

If this area is annexed, such areas are immediately eligible for CIP consideration. The City shall, after the effective date of the annexation, initiate the acquisition or construction of capital improvements necessary for providing municipal services adequate to serve the area. The completion of CIP projects shall be substantially completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and

practices. The period for construction of CIP projects may be amended if construction is proceeding with all deliberate speed.

- L. Full municipal services for areas not specifically listed in Sections A-K shall be provided to an annexed area no later than two and one-half years after the effective date of the annexation, unless certain services cannot reasonably be provided within two and one-half years. In that case, the City shall propose a schedule for providing certain services, and the schedule shall provide for the provision of full municipal services no later than four and one-half years after the effective date of the annexation.

**ORDINANCE NO. 2008-02-09**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF LANCASTER FOR APPROXIMATELY 1,920 ACRES OF LAND, OF WHICH APPROXIMATELY 658 ACRES OF LAND IS TO BE ANNEXED INTO THE CITY OF LANCASTER; THE AREA IS GENERALLY BOUNDED BY LANCASTER-HUTCHINS ROAD TO THE WEST, THE LANCASTER MUNICIPAL AIRPORT TO THE SOUTH AND THE CITY'S NORTHERN AND EASTERN EXTRATERRITORIAL JURISDICTIONS, BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster has received a request for a specific use permit; and

**WHEREAS**, the Planning and Zoning Commission and the City Council of the City of Lancaster, in compliance with the laws of the State of Texas with references to the granting of zoning changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

**WHEREAS**, the City Council of the City of Lancaster is of the opinion and finds that the Lancaster Development Code and Zoning Map should be amended;

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

**SECTION 1. A.** That on Case No. M07-13, the Comprehensive Plan of the City of Lancaster, be hereby amended for approximately 1,920 acres of land, of which approximately 658 acres of land is to be Annexed to the City of Lancaster. The area is generally bounded by Lancaster-Hutchins Road to the west, the Lancaster Municipal Airport to the south and the City's northern and eastern Extraterritorial Jurisdictions, being more particularly described in Exhibit "A" (Legal Descriptions) and Exhibit "B" (Location Map), with development of said site to be in

substantial conformance to Exhibit "C" (Comprehensive Plan Amendments) with said exhibits being attached hereto and made a part hereof for all purposes.

**SECTION 2. SPECIAL CONDITIONS** That the following special development conditions are hereby incorporated and attached and the specific use permit granted herein is conditioned on the following:

1. The developer shall perform an Environmental Impact Statement (EIS) to evaluate and report the impact of Beltline Road's realignment on existing residential and commercial properties, displacements, utilities, etc in the design phase of the development.
2. Beltline Road is indicated as a 6-lane thoroughfare from I-45 to Dallas Avenue. The proposed cross-section of the 4-lane segment of Beltline Road should match that of the TxDOT constructed cross-section from Bluegrove Road to I-35.
3. The water lines and sanitary sewer lines must be constructed in the parkways, for maintenance access, and not underneath the roadway pavement.

**SECTION 3. SAVINGS CLAUSE.** Ordinance Number 2006-04-13, the Lancaster Development Code of the City of Lancaster, Texas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

**SECTION 4. SEVERABILITY CLAUSE.** If any article, paragraph, subdivision, clause or provision of this ordinance or the Lancaster Development Code, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision thereof, or of the Lancaster Development Code, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 5. PENALTY CLAUSE.** Any person, firm or corporation violating any of the provisions of this ordinance or the Lancaster Development Code of the City of Lancaster, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be subject to a fine not to exceed the sum of two




thousand dollars (\$2,000.00) for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

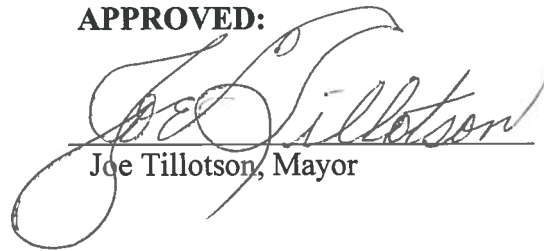
**SECTION 6. EFFECTIVE DATE.** This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this the 25<sup>th</sup> day of February, 2008.


**ATTEST:**

  
Dolle K. Shane, City Secretary

**APPROVED:**

  
Joe Tillotson, Mayor

**APPROVED AS TO FORM:**

  
Robert E. Hager, City Attorney

**METES AND BOUNDS – Tract 14**

98.84 Acres

Samuel Keller Survey, Abstract No. 721

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Samuel Keller Survey, Abstract Number 721, Dallas County Texas, and being all of a called 98.99 acre tract of land described in a Warranty Deed from Myron W. Goff to 99 Acre Investment Tract, recorded in Volume 88192, Page 993 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at an iron rod found by a fence corner and tree for the common southeast corner of said Investment tract and the southwest corner of a called 20.144 acre tract described in a Warranty Deed from Hubert S. Garner, Jr. to Garrett R. Heifrin, recorded in Volume 81217, Page 743 - DRDCT, said rod being in the north line of Pleasant Run Road, called to be a 60 foot wide right of way;

**THENCE South 89°20'16" West**, along the common south line of said Investment tract and the north line of Pleasant Run Road, a distance of **1643.79 feet** to a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) for the common southwest corner of said Investment tract and the southeast corner of a called 10.78 acre tract (Tract 1) described in a conveyance from Dorthy H. Coffman and Hammond Coffman to Dallas Power and Light Company, recorded in Volume 69213, Page 335 - DRDCT;

**THENCE North 01°01'41" West**, along the common west line of said Investment tract and the east line of said Dallas Power and Light tract, a distance of **2625.54 feet** to a 1-inch iron pipe found for the common north corner of said tracts and also being the southwest corner of a called 81.1395 acre tract (Tract One) described in Special Warranty Deed from Coffman Investments to Shacama, recorded in Volume 2004048, Page 3261 - DRDCT;

**THENCE North 89°54'23" East**, along the common north line of said Investment tract and the south line of said Shacama tract, a distance of **741.64 feet** to an iron rod found for the common southeast corner of said Shacama tract and the southwest corner of a called 215.6190 acre tract described in a Warranty Deed from Myron W. Goff to Dallas County Farm Joint Venture, recorded in Volume 90218, Page 14 - DRDCT;

**THENCE North 89°27'32" East**, along the common north line of said Investment tract, and the south line of said Farm tract, a distance of **902.25 feet** to a iron rod found for the common northeast corner of said Investment tract and the northwest corner of a called 20.144 acre tract described in a Warranty Deed from Hubert S. Garner, Jr. to Garrett R. Heifrin, recorded in Volume 81217, Page 743 - DRDCT;

Exhibit "A"

**THENCE South 01°01'41" East**, along the common east line of said Investment tract and the west line of said Heifrin tract, a distance of **2616.27 feet** to the **POINT OF BEGINNING** and containing 98.84 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS – Tract 27**

76.10 Acres

Middleton Perry Survey, Abstract No. 1128

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Middleton Perry Survey, Abstract Number 1128, City of Lancaster, Dallas County, Texas, and being all of a called 76.447 acre tract (hereinafter referred to as Green tract) of land described in a Warranty Deed from Olin B. Curry, to Green Road Investment Tract, a General Partnership composed of Goff's Group II, a Texas Joint Venture, and Green Road Land Co., Florida Corporation, recorded in Volume 85150, Page 1927 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), and being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a the base of the remnants of a pipe in concrete found in the south line of Green Road, the east line of a called 24.63 acre tract (hereinafter referred to as Roddy tract) described in Warranty Deed from Burton Roddy to Edith Roddy Jenkins, Mary Ruth Roddy Hubbard, James Roddy and Lawrence Roddy, recorded in Volume 4353, Page 130 – DRDCT, and being the northwest corner of said Green tract;

**THENCE North 89°13'38" East**, along the south line of Green Road, a distance of **1613.34 feet** to a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) for corner near the intersection of Green Road and Pinto Road;

**THENCE South 70°40'57" East**, along a transition of Green Road, a distance of **54.95 feet** to a 5/8-inch iron rod set for corner;

**THENCE South 00°22'21" East**, along said transition, the west line of a called 10.00 acre tract described in Warranty Deed from Lisa M. Michaels to Charles S. Michaels, recorded in Volume 99252, Page 7560 – DRDCT, and then the west line of a called 40.00 acre tract described in a Warranty Deed from Wilton O. Davis to Frank Velez, Jr. recorded in Volume 80016, Page 536 – DRDCT, a distance of **2018.67 feet** to a 5/8-inch iron rod set in the north line of Belt Line Road;

**THENCE** along the north line of Belt Line Road the following courses and distances:

**North 86°21'05" West**, a distance of **391.71 feet** to a 5/8-inch iron rod set for corner;

Along a curve to the **left**, through a central angle of 4°58'00", having a **radius of 5779.65 feet**, and a chord bearing and distance of **North 88°50'05" West, 500.84 feet**, an arc length of 501.00 feet to a 5/8-inch iron rod set for corner;

**South 88°40'55" West**, a distance of **57.90 feet** to a 5/8-inch iron rod set for corner;

**South 88°40'55" West**, a distance of **596.40 feet** to a 5/8-inch iron rod set for corner;

Along a curve to the **left**, through a central angle of  $2^{\circ}01'38''$ , having a **radius of 2910.93 feet**, and a chord bearing and distance of **South  $87^{\circ}40'06''$  West, 102.98 feet**, an arc length of 102.99 feet to a 5/8-inch iron rod set for the south common corner of said Roddy tract and said Green tract;

**THENCE North  $00^{\circ}50'43''$  West**, along the east line of said Roddy tract, a distance of **1999.39 feet** to the POINT OF BEGINNING and containing 76.10 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

Tract 35

FIELD NOTES - TRACT 2

BEING a tract or parcel of land situated in the City of Lancaster, Dallas County, Texas, and being part of the T. M. Ellis Survey, Abstract Number 432, Dallas County, Texas, and being a part of that tract of land conveyed by deed to Burton Roddy and James Roddy recorded in Volume 2428, Page 320, Deed Records, Dallas County Texas; and being more particularly described as follows:

COMMENCING at a railroad spike found near the center line of Green road, being the southeast corner of a tract of land conveyed by deed to Harvest Fund X, a Texas limited partnership, recorded in Volume 2005045, Page 10835, Deed Records, Dallas County Texas, from which a 6" PVC pipe 6 feet tall filled with concrete bears North 00° 33' 47" West a distance of 19.73 feet,

THENCE North 88° 57' 15" East generally following the centerline of said Green Road (called to be 40 feet wide) a distance of 406.93 feet to the POINT OF BEGINNING, being a PK nail set in Green Road, and being the southwest corner of a tract conveyed by deed to Dallas Power and Light Company recorded in Volume 70034, Page 1737, Deed Records, Dallas County Texas;

THENCE North 00° 33' 58" West along the east line of said Dallas Power and Light Company a distance of 2672.12 feet to a 1/2 inch iron rod with yellow cap marked (RPLS 4023) set for corner;

THENCE North 07° 58' 43" West continuing along the said east line a distance of 492.08 feet to a 1/2 inch iron rod with yellow cap marked (RPLS 4023) set for corner, being in the south right-of-way line of Pleasant Run Road (found to be a variable width road, called to be 60' wide);

THENCE North 89° 26' 23" East generally following the south line of said road a distance of 1505.08 feet to a 5/8 inch iron rod found with cap for corner, being the northwest corner of a tract of land conveyed by deed to Lancaster-Pleasant Run Farms recorded in Volume 80211, Page 0154, Deed Records, Dallas County Texas;

THENCE South 00° 50' 45" East along the east line of said Lancaster-Pleasant Run Farms tract a distance of 3147.77 feet to a PK nail set for corner near the center line of said Green Road;

THENCE South 88° 57' 15" West generally following the said center line a distance of 1457.00 feet to the POINT OF BEGINNING and containing 105.290 acres of land, more or less.

FIELD NOTES - TRACT 38

BEING a tract or parcel of land situated in the City of Lancaster, Dallas County, Texas, and being part of the T. M. Ellis Survey, Abstract Number 432, Dallas County, Texas, and being a part of that tract of land conveyed by deed to Burton Roddy and James Roddy recorded in Volume 2428, Page 320, Deed Records, Dallas County Texas; and being more particularly described as follows:

BEGINNING at a railroad spike found near the centerline of Green road, being the southeast

corner of a tract of land conveyed by deed to Harvest Fund X, a Texas limited partnership, recorded in Volume 2005045, Page 10835, Deed Records, Dallas County Texas;

THENCE North 00°33'47" West along the east line of said Harvest Fund X tract passing a 6" PVC pipe 6 feet tall filled with concrete at 19.73 feet, in all a distance of 3191.15 feet to PK Nail set for corner, being near the centerline of Pleasant Run Road (found to be a variable width right-of-way, called to be 60' wide), from which a 1/2 inch iron rod bears South 00°33'47" East a distance of 27.63 feet;

THENCE North 89°21'58" East along the said centerline of Pleasant Run a distance of 198.43 feet to a PK nail set for corner;

THENCE South 07°58'43" East along the west line of a tract of land conveyed by deed to Dallas Power and Light Company recorded in Volume 87086, Page 3711, Deed Records, Dallas County Texas a distance of 529.33 feet to a 1/2 inch iron rod with a yellow cap marked (RPLS 4023) set for corner;

THENCE South 00°33'58" East continuing along said west line a distance of 735.62 feet to a 1/2 inch iron rod with a yellow cap marked (RPLS 4023) set for corner;

THENCE South 05°10'57" West continuing along said west line a distance of 748.77 feet to a 1/2 inch iron rod with a yellow cap marked (RPLS 4023) for corner;

THENCE South 00°33'58" East continuing along said west line a distance of 1184.25 feet to a railroad spike found near the centerline of Green road for corner;

THENCE South 88°57'15" West generally following the centerline of said Green Road a distance of 191.91 feet to the POINT OF BEGINNING and containing 16.449 acres of land, more or less.

FIELD NOTES – Tracts 39 and 40

BEING a tract or parcel of land situated in the City of Lancaster, Dallas County, Texas; being a part of the T. M. Ellis Survey, Abstract Number 432, and being part of that tract of land conveyed by deed to Harvest Fund X, a Texas limited partnership, recorded in Volume 2005045, Page 10835, Deed Records, Dallas County Texas; and being more particularly described as follows:

BEGINNING at a "PK" nail found for corner, being the southwest corner of a tract of land conveyed by deed to Myran Corporation, a Texas corporation, recorded in Volume 2005045, Page 10811, Deed Records, Dallas County Texas, also being the southeast corner of the Samuel Keller Survey, Abstract Number 730, and being in near the center line intersection of Green Road (called to be 40 feet wide) and Cornell Road (called to be 40 feet wide);

THENCE North 00°22'03" West generally along the centerline of said Cornell Road a distance of 3172.67 feet to a railroad spike found for corner at the centerline intersection of said Cornell Road and south right-of-way line of Pleasant Run Road (found to be a variable width right-of-way, called to be 60' wide by General Road Dedication to County of Dallas as recorded in Volume 1953, Page 2, Deed Records, Dallas County, Texas), from which a railroad spike near the centerline of said Pleasant Run Road bears North 00°11'40" West a distance of 30.05 feet;

THENCE North 89°27'12" East along the of said south right-of-way line of Pleasant Run Road a distance of 347.26 feet to a 1/2 inch iron rod with yellow cap marked (RPLS 4023) set for corner, from which a railroad spike near the centerline intersection of said Pleasant Run Road and Cornell Road bears North 01°01'35" West a distance of 30.00 feet;

THENCE North 89°27'20" East continuing along the said south right-of-way line of Pleasant Run Road a distance of 686.92 feet to a 1/2 inch iron found for corner, being the northwest corner of



a tract of land conveyed by deed to Burton Roddy and James Roddy recorded in Volume 2426, Page 320, Deed Records, Dallas County, Texas, from which a 1 inch iron rod bears North 08°01'26" West a distance of 1.39 feet;

THENCE South 00°33'47" East along said Roddy tract a distance of 3163.52 feet to a railroad spike found for corner near the centerline of said Green Road;

THENCE South 88°57'15" West generally along the center line of said Green Road a distance of 1045.04 feet to the POINT OF BEGINNING and containing 75.608 acres of land, more or less.

FIELD NOTES – Tract 41

BEING a tract or parcel of land situated in the City of Lancaster, Dallas County, Texas;  
being a part of the Samuel Keller Survey, Abstract Number 730, and being part of that  
tract of land conveyed by deed to Myran Corporation, a Texas corporation, recorded in Volume  
2005045, Page 10813, Deed Records, Dallas County Texas; and being more particularly  
described as follows:

BEGINNING at a 1 3/4 inch iron pipe found in the south right-of-way line of Pleasant Run Road  
(found to be a variable width right-of-way, called to be 60' wide by General Road Dedication  
to County of Dallas as recorded in Volume 1953, Page 2, Deed Records, Dallas County, Texas)  
for the northeast corner of Lot 7, Block 1 of Eastside Acres, an addition to the City of Lancaster,  
Texas as recorded by plat in Volume 9, Page 85, Map records, Dallas County, Texas;

THENCE North 89°24'35" East along the said south right-of-way a distance of 2565.89 feet to a  
railroad spike found for corner, being near the center line of of Cornell Road (called to be 40 feet  
wide), and being the northwest corner of a tract of land conveyed by deed to Harvest Fund X, L.P.,  
a Texas partnership, recorded in Volume 2005045, Page 10835, Deed Records, Dallas County,  
Texas, from which a railroad spike found near the centerline intersection of said Cornell Road and  
said Pleasant Run Road, bears North 00°11'40" West a distance of 30.05 feet;

THENCE South 00°22'03" East generally along the centerline of Cornell Road a distance of  
3172.67 to a PK nail found for corner, being near the center line intersection of said Cornell Road  
and Green Road (called to be 40 feet wide), said point being in the north line of a tract of land  
conveyed by deed to William R. Garrison recorded in Volume 80122, Page 667, Deed Records  
Dallas County, Texas;

THENCE South 89°25'54" West generally along the centerline of said Green Road passing a 1/2 inch iron rod found at a distance of 1814.610 feet (bearing South 00°34'06" West, 17.91 feet), in all a distance of 2555.37 feet to a railroad spike found for corner, being the south eastcorner of a tract of land conveyed by deed to Stepnet, Henderson, & Leicester, recorded in Volume 335, Page 263, Deed Records, Dallas County, Texas;

THENCE North 00°33'27" West along said Stepnet tract and the west line of said Eastside Acres a distance of 3171.67 feet to the POINT OF BEGINNING and containing 186.472 acres of land, more or less.

**METES AND BOUNDS – Tract 58**

55.34 Acres

Samuel Keller Survey, Abstract No. 721

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Samuel Keller Survey, Abstract Number 721, City of Lancaster, Dallas County Texas, and being all of a called 55.4654 acre tract (Tract Four) of land described in a Special Warranty Deed from Shacama, LLC to 157 AC WG/PR, LP, recorded in Document ID 200503591317 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), and being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a PK nail set in the intersection of the centerline of Cornell Road and the called west line of the Keller Survey, with the north line of Pleasant Run Road, called to be a 60 foot wide right of way in Volume 2004048, Page 3261 – DRDCT;

**THENCE North 01°01'09" West**, along the centerline of Cornell Road and the called west line of the Keller Survey, a distance of **2630.35 feet** to a PK nail set for the called west common corner of the Keller survey and the Joseph Manley Survey, Abstract Number 867, Dallas County, Texas and also being the west common corner of said Tract Four and a called 18.9969 acre tract (Tract Two) of a land described in Special Warranty Deed from Shacama, LLC to 157 AC WG/PR, LP, recorded in Document ID 200503591317 - DRDCT, from which said PK nail, a 1-inch iron pipe found for the northwest corner of a called 215.6190 acre tract of land described in a Warranty Deed from Myron W. Goff to Dallas County Farm Joint Venture, recorded in Volume 90218, Page 14 - DRDCT, bears North 01°01'09" West – 2606.77 feet, North 89°17'32" East – 1755.23 feet, and North 01°07'13" West – 30.00 feet;

**THENCE North 89°43'51" East**, along the south line of said Tract Two, and the called common north line of the Keller Survey and the south line of the Manley Survey, a distance of **918.37 feet** to a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) in the west line of a called 10.78 acre tract (Tract 1) described in a conveyance from Dorothy H. Coffman and Hammond Coffman to Dallas Power and Light Company, recorded in Volume 69213, Page 335 - DRDCT;

**THENCE South 00°58'19" East**, along the west line of said Tract 1, a distance of **2580.48 feet** to a 5/8-inch iron rod set for corner on the west side of a transmission tower;

**THENCE South 07°59'29" East**, along said west line of Tract 1, a distance of **45.23 feet** to a 5/8-inch iron rod set in the north line of Pleasant Run Road;

Exhibit "A"

**THENCE South 89°25'08" West**, along the north line of Pleasant Run Road, a distance of **921.68 feet** to the **POINT OF BEGINNING** and containing 55.34 acres, more or less of which 1.51 acres lie in Cornell Road (assuming a 50 foot wide right of way) leaving 53.83 acres net.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS- Tract 62**

40.109 Acres

Middleton Perry Survey, Abstract No. 1128

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Middleton Perry Survey, Abstract Number 1128, Dallas County Texas, a portion of which being in the city of Lancaster, and being all of a called 40.00 acre tract of land described in a Warranty Deed from Wilton O. Davis to Frank Velez, Jr., recorded in Volume 80046, Page 536 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at an iron rod found in the north right of way line of Belt Line Road as shown on Dallas County Right of Way map and the south common corner of the Frank Velez 40.00 acre and 10.00 acre tracts;

**THENCE** along the said north line of Belt Line Road and the south line of said 40.00 acre Velez tract, the following courses and distances:

**South 88°53'23" West**, a distance of **1489.14 feet** to a 5/8-inch iron rod set with "KHA" cap (herein after referred to as 5/8-inch iron rod set) for corner;

**Along a curve to the right**, through a central angle of 3°47'11", having a **radius of 5676.94 feet**, and a chord bearing and distance of **North 88°59'08" West, 375.09 feet**, an arc length of 375.16 feet to a 5/8-inch iron rod found for the southeast corner of a called 76.447 acre tract of land described in a Warranty Deed from Olin B. Curry to Greene Road Investment Tract, recorded in Volume 85150, Page 1927 - DRDCT;

**THENCE North 00°22'21" West**, leaving the said north line of Belt Line Road, along the east line of said Greene Road Investment Tract and the west line of said 40.00 acre Velez tract, a distance of **923.13 feet** to a 5/8-inch iron rod set for corner;

**THENCE North 88°45'17" East**, along the north line of said 40.00 acre Velez tract, and passing a 3/8" iron rod found at a distance of 821.03 feet, being the common south corner of a tract of land to Tommy L. Bonds, recorded in Volume 82081, Page 1974 - DRDCT, and a tract of land to Thelma I. Dean, also passing a 3/8 inch iron rod found at a distance of 1033.56 feet, being the south common corner of said Dean tract and a tract of land to W. O. Carter, recorded in Volume 82081, Page 2474 - DRDCT, also passing a 3/8 inch iron rod found at a distance of 1246.68 feet, being the south common corner of said Carter tract and a tract of land to Kevin L. Holder and Kathryn S. Holder, recorded in Volume 2004222, Page 12033 - DRDCT, in all a total distance of **1860.56 feet** to a 1/2 inch iron rod

found being the common north corner of said 40.00 acre and 10.00 acre Velez tracts;

**THENCE South 00°35'39" East**, along the common line of the Frank Velez 40.00 acre and 10.00 acre tracts, a distance of **941.37 feet** to the **POINT OF BEGINNING** and containing 40.109 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS - Tract 66**

47.87 Acres

Allanson Dowdy Survey, Abstract No. 388

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Allanson Dowdy Survey, Abstract No. 388, in the city of Lancaster, Dallas County, Texas, and being a portion of a called 86 acre tract of land (the remainder of which is hereinafter referred to as Tract 66) described in a Judgment for Edith A. Roddy, Grace E. Roddy, Burton C. Roddy, James M. Roddy, Mary R. Roddy and Lawrence O. Roddy, recorded in Volume 889, Page 504 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) for the northwest corner of Tract 66 and being in the intersection of the south line of Belt Line Road as shown on Dallas County Right of Way map with the east line of Lancaster Airport Addition, an addition to the City of Lancaster, according to the plat thereof, recorded in Volume 97173, Page 5853 – DRDCT, from which said 5/8-inch iron rod, a 1/2-inch iron rod found for a northern corner of said Airport Addition bears North 40°13'52" West, 4.52 feet and South 88°24'32" West, 167.16 feet;

**THENCE** along the south line of Belt Line Road as shown on Dallas County Right of Way map, then as dedicated by Right-of-Way Deed from Edith Roddy Jenkins, et vir, L.W. Jenkins, James M. Roddy, Mary Roddy Hubbard, et vir, Jim Hubbard, Lawrence O. Roddy, Burton C. Roddy, and B.C. Roddy to the County of Dallas, recorded in Volume 3718, Page 214 – DRDCT, the following courses and distances:

**North 88°40'55" East**, a distance of **407.35 feet** to a 5/8-inch iron rod set for corner;

**North 88°40'55" East**, a distance of **57.90 feet** to a 5/8-inch iron rod set for corner;

**Along a curve to the right**, through a central angle of 4°58'00", having a **radius of 5679.65 feet**, and a chord bearing and distance of **South 88°50'05" East, 492.18 feet**, an arc length of 492.33 feet to a to a 5/8-inch iron rod set for corner;

**South 85°42'50" East**, a distance of **254.00 feet** to a 5/8-inch iron rod set for corner;

**Along a curve to the left**, through a central angle of 5°09'54", having a **radius of 5779.65 feet**, and a chord bearing and distance of **South**



**88°17'47" East, 520.82 feet**, an arc length of 521.00 feet to a 5/8-inch iron rod set for corner;

**North 89°07'40" East**, a distance of **370.68 feet** to a 5/8-inch iron rod set for the northwest corner of the remainder of a called 112.75 acre tract of land (the remainder of which is hereinafter referred to as Tract 67) described in a Warranty Deed from Edith Roddy Jenkins and L.W. Jenkins to Burton Roddy, James Roddy and Lawrence Roddy, recorded in Volume 4420, Page 125 – DRDCT;

**THENCE South 00°50'22" East**, along the west line of Tract 67, a distance of **1605.23 feet** to a 5/8-inch iron rod set for the southern common corner of tracts 66 & 67 and also, being an eastern corner of said Airport Addition;

**THENCE South 60°09'59" West**, along the southeast line of Tract 66 and the northeast line of said Airport Addition, a distance of **424.65 feet** to a 5/8-inch iron rod set for corner;

**THENCE** along the northeast line of said Airport Addition, the following courses and distances:

**North 40°13'52" West**, a distance of **2105.09 feet** to a 5/8-inch iron rod set for corner;

**South 87°10'32" West**, a distance of **188.83 feet** to a 5/8-inch iron rod set for corner;

**North 40°13'52" West**, a distance of **323.05 feet** to the **POINT OF BEGINNING** and containing 47.87 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS - Tract 71-1**

28.32 Acres

Thomas A. Phillips Survey, Abstract No. 1123

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Thomas A. Phillips Survey, Abstract Number 1123, in the City of Lancaster, Dallas County, Texas, and being all of a called 28.131 acre tract (hereinafter referred to as Tract 71-1) of land described in a Warranty Deed from Carlton C. Moffett to Hamilton C. Moffett, recorded in Volume 301, Page 848 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), and a Warranty Deed from Hamilton C. Moffett to Foy K. Moffett, recorded in Volume 89226, Page 4940 - DRDCT, with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (hereinafter referred to as 5/8-inch iron rod set) for the southwest corner of Tract 71-1 and being the intersection of the called north right of way line of Pleasant Run Road, called to be a 60 foot wide right of way and the east line of a called 100 foot wide Railroad right of way described in Deed from B.R. Moffett to The Dallas & Waco Railway Company, recorded in Volume 88, Page 21 – DRDCT;

**THENCE North 13°46'40" East**, along the east line of said Railroad right of way, a distance of **2863.12 feet** to a 5/8-inch iron rod set for the northwest common corner of Tract 71-1 and a called 33.130 acre tract (hereinafter referred to as Tract 71-2) of land described in a Warranty Deed from Hamilton C. Moffett to Carlton C. Moffett, recorded in Volume 470, Page 351 - DRDCT;

**THENCE** along the common line of Tract 71-1 and Tract 71-2 and along a fence for the most part, the following courses and distances:

**South 73°45'16" East**, a distance of **234.81 feet** to a 5/8-inch iron rod set for corner;

**South 26°02'16" East**, a distance of **223.00 feet** to a 5/8-inch iron rod set for corner;

**South 08°19'44" West**, a distance of **688.50 feet** to a 5/8-inch iron rod set for corner;

**South 23°42'44" West**, a distance of **252.60 feet** to a 5/8-inch iron rod set for corner;

**South 79°48'44" West**, a distance of **84.00 feet** to a 5/8-inch iron rod set for corner;

**South 18°22'44" West**, a distance of **103.47 feet** to a 5/8-inch iron rod set for corner;

**South 22°35'16" East**, a distance of **100.30 feet** to a 5/8-inch iron rod set for corner;

**South 16°19'44" West**, a distance of **201.20 feet** to a 5/8-inch iron rod set for corner;

**South 69°27'16" East**, a distance of **135.70 feet** to a 5/8-inch iron rod set for corner;

**South 17°05'44" West**, a distance of **635.00 feet** to a 5/8-inch iron rod set for corner;

**South 54°03'16" East**, a distance of **211.61 feet** to a 5/8-inch iron rod set for the southeast common corner of Tract 71-1 and Tract 71-2 and being in the northwest right of way line of Lancaster-Hutchins Road, a called 100 foot wide right of way;

**THENCE South 36°00'35" West**, along Lancaster-Hutchins Road right of way, a distance of **328.93 feet** to a 5/8-inch iron rod set for the northeast corner of a called 0.165 acre tract of land described in Right of Way Deed from C.C. Moffett and Ethel H. Moffett to the County of Dallas, recorded in Volume 2188, Page 261 - DRDCT;

**THENCE** along said Dallas County tract and a **curve to the right**, through a central angle of 52°56'19", having a **radius of 371.80 feet**, and a **chord bearing and distance of South 62°28'44" West, 331.44 feet**, an arc length of 343.53 feet to a 5/8-inch iron rod set in the north right of way line of Pleasant Run Road;

**THENCE South 88°56'54" West**, along the north right of way line of Pleasant Run Road, a distance of **295.00 feet** to the **POINT OF BEGINNING** and containing 28.32 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS - Tract 71-2**

33.53 Acres

Thomas A. Phillip Survey, Abstract No. 1123

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Thomas A. Phillip Survey, Abstract Number 1123, in the City of Lancaster, Dallas County, Texas, and being all of a called 33.130 acre tract (hereinafter referred to as Tract 71-2) of land described in a Warranty Deed from Hamilton C. Moffett to Carlton C. Moffett, recorded in Volume 470, Page 351 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (hereinafter referred to as 5/8-inch iron rod set) for the common northwest corner of Tract 71-2 and a called 28.131 acre tract (hereinafter referred to as Tract 71-1) of land described in a Warranty Deed from Carlton C. Moffett to Hamilton C. Moffett, recorded in Volume 301, Page 848 and also being in the southeast line of a called 100 foot wide Railroad right of way described in Deed from B.R. Moffett to The Dallas & Waco Railway Company, recorded in Volume 88, Page 21 – DRDCT, from which said rod, the intersection of the called north line of Pleasant Run Road, called to be a 60 foot wide right of way and the east line of the said railroad right of way bears South 13°46'40" West, a distance of 2863.12 feet;

**THENCE North 13°46'40" East**, along said railroad right of way, a distance of **731.46 feet** to 2-inch pipe found for the west common corner of Tract 71-2 and a called 37.1772 acre tract of land described in Warranty Deed from Coffman Investments, L.P. and Diane Coffman Garvin to Delta Distributors, Inc., recorded in Volume 99047, Page 68 - DRDCT;

**THENCE North 88°59'49" East**, along the common line of said Delta tract and said Tract 71-2, a distance of **498.25 feet** to a 2-inch pipe found for the east common corner of said tracts and being called to be in the west line of LANCASTER INDUSTRIAL FOUNDATION PARK, an addition to the City of Lancaster, according to the plat thereof recorded in Volume 571, Page 1932 – DRDCT;

**THENCE South 00°17'33" East**, along the west line of LANCASTER INDUSTRIAL FOUNDATION PARK, a distance of **732.14 feet** to a 5/8-inch iron rod set for corner;

**THENCE South 00°22'27" West**, along the west line of LANCASTER INDUSTRIAL FOUNDATION PARK, a distance of **1303.65 feet** to a 1/2-inch iron rod found for the southwest corner of the LANCASTER INDUSTRIAL FOUNDATION PARK and the northwest corner of a called 0.573 acre tract (hereinafter referred to as Tract 71-3) of land described in a Warranty Deed from Hamilton C. Moffett to Carlton C. Moffett, recorded in Volume 470, Page 351 – DRDCT;

**THENCE South 00°13'11" West**, along the west line of Tract 71-3, a distance of **260.43 feet** to a 5/8-inch iron rod set in the northwest line of Lancaster-Hutchins Road, a called 100 foot wide right of way;

**THENCE South 36°00'35" West**, along Lancaster-Hutchins Road, a distance of **963.07 feet** to a 5/8-inch iron rod set for the southeast common corner of Tract 71-1 and Tract 71-2;

**THENCE** along the common line of Tract 71-1 and Tract 71-2 and along a fence for the most part, the following courses and distances:

**North 54°03'16" West**, a distance of **211.61 feet** to a 5/8-inch iron rod set for corner;

**North 17°05'44" East**, a distance of **635.00 feet** to a 5/8-inch iron rod set for corner;

**North 69°27'16" West**, a distance of **135.70 feet** to a 5/8-inch iron rod set for corner;

**North 16°19'44" East**, a distance of **201.20 feet** to a 5/8-inch iron rod set for corner;

**North 22°35'16" West**, a distance of **100.30 feet** to a 5/8-inch iron rod set for corner;

**North 18°22'44" East**, a distance of **103.47 feet** to a 5/8-inch iron rod set for corner;

**North 79°48'44" East**, a distance of **84.00 feet** to a 5/8-inch iron rod set for corner;

**North 23°42'44" East**, a distance of **252.60 feet** to a 5/8-inch iron rod set for corner;

**North 08°19'44" East**, a distance of **688.50 feet** to a 5/8-inch iron rod set for corner;

**North 26°02'16" West**, a distance of **223.00 feet** to a 5/8-inch iron rod set for corner;

**North 73°45'16" West**, a distance of **234.81 feet** to the **POINT OF BEGINNING** and containing 33.53 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS - Tract 71-3**

0.5804 Acres

Thomas A. Phillips Survey, Abstract No. 1123

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Thomas A. Phillips Survey, Abstract Number 1123, in the City of Lancaster, Dallas County, Texas, and being all of a called 0.573 acre tract (hereinafter referred to as Tract 71-3) of land described in a Warranty Deed from Hamilton C. Moffett to Carlton C. Moffett, recorded in Volume 470, Page 351 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT) and being a portion of Lot 1 GARDEN ACRES ADDITION, an addition to the City of Lancaster, Dallas County, Texas, according to the plat thereof recorded in Volume 10, Page 317 - DRDCT, with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (hereinafter referred to as 5/8-inch iron rod set) in the northwest line of Lancaster-Hutchins Road, a called 100 foot wide right of way and being the south common corner of Tract 71-3 and a called 33.130 acre tract (hereinafter referred to as Tract 71-2) of land described in a Warranty Deed from Hamilton C. Moffett to Carlton C. Moffett, recorded in Volume 470, Page 351 - DRDCT and said point also being in the west line of said Lot 1;

**THENCE North 00°13'11" East**, along the common line of Tract 71-3 and Tract 71-2 and the west line of said Lot 1, a distance of **260.43 feet** to a 1/2-inch iron rod found for the southwest corner of LANCASTER INDUSTRIAL FOUNDATION PARK, an addition to the City of Lancaster, according to the plat thereof recorded in Volume 571, Page 1932 - DRDCT and the northwest corner of said Lot1;

**THENCE North 87°35'56" East**, along the south line of LANCASTER INDUSTRIAL FOUNDATION PARK and the north line of said Lot 1, a distance of **194.37 feet** to a 5/8-inch iron rod set for corner in the northwest line of Lancaster-Hutchins Road;

**THENCE South 36°00'35" West**, along the northwest line of Lancaster-Hutchins Road, a distance of **332.02 feet** to the **POINT OF BEGINNING** and containing 0.5804 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS – Tract 72-1**

8.574 Acres

Thomas A. Phillips Survey, Abstract No. 1123

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Thomas A. Phillips Survey, Abstract Number 1123, City of Lancaster, Dallas County Texas, and being all of a called 8.632 acres tract (hereinafter referred to as Tract 72-1) of land described in a Warranty Deed from Hamilton C. Moffett to Carlton C. Moffett, recorded in Volume 470, Page 351 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (hereinafter referred to as 5/8-inch iron rod set) in the southeast right of way line of Lancaster-Hutchins Road, a called 100 foot right of way and for the common southwestern corner of Tract 72-1 and the northeast corner of a called 0.006 acres tract of land described in Right of Way Deed from C. C. Moffett and Ethel H. Moffett to County of Dallas, recorded in Volume 2188, Page 261 – DRDCT;

**THENCE North 36°00'35" East**, along the said right of way line of Lancaster-Hutchins Road, a distance of **1,237.10 feet** to a 5/8-inch iron rod set for the north corner of said Tract 72-1 and the west corner of a called 6.733 acres tract (herein after referred to as Tract 72-3) of land described in Warranty Deed from Carlton C. Moffett to Hamilton C. Moffett, recorded in Volume 301, Page 848 - DRDCT;

**THENCE South 00°13'11" West**, leaving the said right of way line of Lancaster-Hutchins Road, a distance of **109.02 feet** to a 5/8-inch iron rod set for the common southwest corner of said Tract 72-3 and the northwest corner of a called 2.565 acres tract (hereinafter referred to as Tract 72-2) of land described in Warranty Deed form Hamilton C. Moffett to Carlton C. Moffett, recorded in Volume 470, Page 351 - DRDCT;

**THENCE South 00°13'11" West**, along the west line of said Tract 72-2, a distance of **171.26 feet** to a 1/2-inch iron rod found for the common southwest corner of said Tract 72-2 and the northwest corner of a called 2.99 acres tract of land described in Deed from Virgil W. Bowling and wife, Myrna Carol Bowling to Emily Hillsman, recorded in Volume 92157, Page 1605 – DRDCT;

**THENCE South 00°05'45" West**, along the west line of said Hillsman tract, a distance of **730.86 feet** to a 5/8-inch iron rod found in the north right of way line of Pleasant Run Road, called 60 foot right of way and the southeast corner of said Tract 72-1;

**THENCE South 89°14'27" West**, along the said line of Pleasant Run Road, a distance of **714.79 feet** to a 5/8-inch iron rod set for corner the southwestern corner of said Tract 72-1 and said Dallas County tract;

**THENCE North 27°22'29" West**, along the northeast line of said Dallas County tract, a distance of **22.40 feet** to the **POINT OF BEGINNING** and containing 8.574 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)



**METES AND BOUNDS - Tract 72-2**

2.538 Acres

Thomas A. Phillips Survey, Abstract No. 1123

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Thomas A. Phillips Survey, Abstract Number 1123, City of Lancaster, Dallas County, Texas, and being all of a called 2.565 acres tract (herein after referred to as Tract 72-2) of land described in a Warranty Deed from Hamilton C. Moffett, to Carlton C. Moffett, recorded in Volume 470, Page 351 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), and being a portion of Lot 1, GARDEN ACRES ADDITION, an addition to the City of Lancaster, Dallas County, Texas, according to the plat thereof recorded in Volume 10, Page 317 - DRDCT, with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 1/2-inch iron rod found in east line of a called 8.632 acres tract (hereinafter referred to as Tract 72-1) of land described in a Warranty Deed from Hamilton C. Moffett to Carlton C. Moffett, recorded in Volume 470, Page 351 – DRDCT, the southwest corner of Tract 72-2 and the northwest corner of a called 2.99 acres tract of land described in Deed from Virgil W. Bowling and wife, Myrna Carol Bowling to Emily Hillsman, recorded in Volume 92157, Page 1605 – DRDCT;

**THENCE North 00°13'11" East**, along the east line of said Tract 72-1, a distance of **171.26 feet** to a 5/8-inch iron rod with "KHA" cap set (hereinafter referred to as 5/8-inch iron rod set) for the west common corner of said Tract 72-2 and a called 6.733 acres tract (hereinafter referred to as Tract 72-3) of land described in a Warranty Deed from Carlton C. Moffett to Hamilton C. Moffett, recorded in Volume 301, Page 848 – DRDCT;

**THENCE South 89°41'24" East**, along the south line of said Tract 72-3, a distance of **650.10 feet** to a 5/8-inch iron rod set in the west line of Lot 2 of said GARDEN ACRES ADDITION and the common northeast corner of Tract 72-2 and the southeast corner of Tract 72-3;

**THENCE South 00°07'42" West**, along the west line of said Lot 2, Block 1, a distance of **171.26 feet** to a 3/8-inch iron rod found for the common southeast corner of said Tract 72-2 and the northeast corner of Lot 1B, Block 1 of the REPLAT OF A PART OF LOT 1 GARDEN ACRES ADDITION, an addition to the City of Lancaster, Dallas County, Texas, according to the plat thereof recorded in Volume 95063, Page 2009 – DRDCT;

**THENCE North 89°23'30" West**, along the north line of Lot 1A and Lot 1B of said Replat of GARDEN ACRES ADDITION, a distance of **471.55 feet** to a 1/2-inch iron rod found for the common northwest corner of Lot 1A of said Replat of GARDEN ACRES ADDITION and the northeast corner of said Hillsman tract;

**THENCE South 89°31'26" West**, along the north line of said Hillsman tract, a distance of **178.85 feet** to the **POINT OF BEGINNING** and containing 2.538 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS - Tract 72-3**

6.701 Acres

Thomas A. Phillips Survey, Abstract No. 1123

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Thomas A. Phillips Survey, Abstract Number 1123, City of Lancaster, Dallas County, Texas, and being all of a called 6.733 acre tract (hereinafter referred to as Tract 72-3) of land described in a Warranty Deed from Carlton C. Moffett to Hamilton C. Moffett, recorded in Volume 301, Page 848 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), and being a portion of Lot 1 of Garden Acres Addition, an addition to the City of Lancaster, Dallas County, Texas, according to the plat thereof recorded in Volume 10, Page 317 - DRDCT, with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) in the southeast right of way line of Lancaster-Hutchins Road, a called 100 foot right of way and the north common corner of said Tract 72-3 and a called 8.632 acres tract (herein after referred to as Tract 72-1) of land described in a Warranty Deed from Hamilton C. Moffett to Carlton C. Moffett, recorded in Volume 470, Page 351 – DRDCT;

**THENCE North 36°00'35" East**, along the said southeast right of way line of Lancaster-Hutchins Road, a distance of **550.01 feet** to a 5/8-inch iron rod set for the west common corner of said Tract 72-3 and a called 13.928 acres tract of land described in a Special Warranty Deed from Tyson M. Taylor to Virginia Faye Williams, recorded in Volume 94091, Page 3962 – DRDCT;

**THENCE North 87°35'56" East**, along the south line of said Williams tract, a distance of **328.48 feet** to a 1/2-inch iron rod found for the northeast corner of said Tract 72-3 and the northwest corner of Lot 2 of Gardens Acres Addition, an addition to the City of Lancaster, Dallas County, Texas, according to the plat thereof recorded in Volume 10, Page 317 – DRDCT;

**THENCE South 00°11'18" West**, along the west line of said Lot 2, a distance of **571.22 feet** to a 5/8-inch iron rod set for the southeast corner of said Tract 72-3 and the northeast corner of a called 2.565 acres tract (herein after referred to as Tract 72-2) of land described in Deed from Hamilton C. Moffett to Carlton C. Moffett, recorded in Volume 470, Page 351 – DRDCT;

**THENCE North 89°41'24" West**, along north line of said Tract 72-2, a distance of **650.10** to a 5/8-inch iron rod set in the east line of said Tract 72-1, the southwest corner of said Tract 72-3 and the northwest corner of said Tract 72-2;

**THENCE North 00°13'11" East**, along the east line of said Tract 72-1, a distance of **109.02 feet** to the **POINT OF BEGINNING** and containing 6.701 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS - Tract 98**

46.61 Acres

James McMillan Survey, Abstract No. 987

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the James McMillan Survey, Abstract Number 987, City of Lancaster, Dallas County, Texas, and being all of a called 46.618 acre tract (Tract II) of land described in a Cash Warranty Deed from Nathan Frumkin and Roza Frumkin to Roza Frumkin, recorded in Volume 2001177, Page 338 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**COMMENCING** at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) for the northeast corner of a called 146.513 acre tract (Tract I) of land described in Cash Warranty Deed from Nathan Frumkin and Roza Frumkin to Roza Frumkin, recorded in Volume 2001177, Page 338 – DRDCT and northwest corner of a called 5.913 acres tract of land described in a Warranty Deed from Kinley Oil & Gas, Inc. to Dallas Power and Light, recorded in Volume 89248, Page 3360 – DRDCT and in the southeast right-of-way line of Belt Line Road shown on Dallas County Right of Way Maps and dedicated in Volume 3718, Page 218 - DRDCT;

**THENCE** along the north line of said 146.513 acre Frumkin tract and the southeast line of said Belt Line Road the following courses and distances:

**Along a curve to the left**, through a central angle of 0°03'18", having a **radius of 5679.65 feet**, and a **chord bearing and distance of South 75°33'23" West, 5.44 feet**, an arc length of 5.44 feet to a 5/8 inch iron rod set for corner;

**South 75°31'44" West**, a distance of **896.97 feet** to a 5/8-inch iron rod set for corner;

**Along a curve to the right**, through a central angle of 1°03'31", having a **radius of 5779.65 feet**, and a **chord bearing and distance of South 76°03'29" West, 106.77 feet**, an arc length of 106.78 feet to a 5/8 inch iron rod set for corner;

**South 76°35'15" West**, a distance of **405.38 feet** to a 5/8-inch iron rod set for the common northwest corner of said 146.513 Frumkin tract and northeast corner of said 46.618 acre Frumkin tract and for the **POINT OF BEGINNING**;

**THENCE South 07°21'10" East**, along the common east line of the 46.618 acre Frumkin tract and the west line of the 146.513 acres Frumkin tract, a distance of **3604.55 feet** to a point for the south common corner of said Frumkin tracts and in the center line of Ten Mile Creek;

**THENCE** along the south line of said 46.618 acre Frumkin tract and the said center line of the creek the following courses and distances:

**North 45°17'20" West**, a distance of **182.20 feet** to a point for corner;

**North 34°52'20" West**, a distance of **210.00 feet** to a point for corner;

**South 49°46'40" West**, a distance of **196.50 feet** to a point for corner;

**South 67°45'40" West**, a distance of **63.80 feet** to a point for corner;

**North 39°55'20" West**, a distance of **70.20 feet** to a point for corner;

**North 09°51'20" West**, a distance of **75.00 feet** to a point for corner;

**North 01°26'20" West**, a distance of **166.60 feet** to a point for a southwest corner of said 46.618 acre Frumkin tract and the southeast corner of a called 38.94 acre tract of land described in Special Warranty Deed from Silo Road Partners, LTD. to David Pokluda and Douglas L. Terry, recorded in Volume 2004247, Page 295 - DRDCT;

**THENCE North 15°10'20" West**, along the west line of said 46.618 Frumkin tract and the east line of said Pokluda and Terry tract, a distance of **1223.60 feet** to a 1/2-inch iron rod found for in the west line of said 46.618 acre Frumkin tract and the northeast corner of said Pokluda and Terry tract;

**THENCE** along the said west line of 46.618 acre Frumkin tract, along the east side of a old fence line, and the east line of a called 24.7 acre tract of land described in Warranty Deed from Betty J. May to John B. May recorded in Volume 2001177, Page 338 – DRDCT as evidenced by said fence, the following courses and distance:

**North 14°57'38" West**, a distance of **1207.10 feet** to a 5/8-inch iron rod set for corner;

**North 12°27'22" East**, a distance of **34.00 feet** to a 5/8-inch iron rod set for corner;

**North 27°04'22" East**, a distance of **278.30 feet** to a 5/8-inch iron rod set for corner;

**North 23°47'22" East**, a distance of **274.00 feet** to a 5/8-inch iron rod set for corner;

**North 19°52'22" East**, a distance of **169.65 feet** to a 5/8-inch iron rod set for the northwest corner of said 46.618 acre Frumkin tract and in the southeast right-of-way line of Belt Line Road;

**THENCE North 76°35'15" East**, along the north line of the said 46.618 acre Frumkin tract and southeast line said road, a distance of **400.00 feet** to the **POINT OF BEGINNING** and containing 46.61 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS - Tract 99**

146.4 Acres

Jones Green Survey, Abstract No. 504

George Hoover Survey, Abstract No. 549

James McMillan Survey, Abstract No. 987

Edwin L. Patton Survey, Abstract No. 1116

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Jones Green Survey, Abstract Number 504, George Hoover Survey, Abstract Number 549, James McMillan Survey, Abstract Number 987, and the Edwin L. Patton Survey, Abstract Number 1116, City of Lancaster, Dallas County, Texas, and being all of a called 146.513 acre tract (Tract I) of land described in a Cash Warranty Deed from Nathan Frumkin and Roza Frumkin to Roza Frumkin, recorded in Volume 2001177, Page 338 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) for the northeast corner of said Frumkin tract and northwest corner of a called 5.913 acres tract of land described in a Warranty Deed from Kinley Oil & Gas, Inc. to Dallas Power and Light, recorded in Volume 89248, Page 3360 - DRDCT and in the southeast right-of-way line of Belt Line Road shown on Dallas County Right of Way Maps and dedicated in Volume 3718, Page 218 - DRDCT;

**THENCE** along the common east line of said 146.513 acre Frumkin tract and the west line of 5.913 acre D.P & L. tract the following courses and distances:

**South 02°36'39" East**, a distance of **429.69 feet** to a 5/8-inch iron rod set for corner;

**South 15°47'59" East**, a distance of **1037.09 feet** to a 5/8-inch iron rod set for corner;

**South 12°03'54" East**, a distance of **1078.84 feet** to a 5/8-inch iron rod set for corner;

**South 11°52'54" East**, a distance of **1003.38 feet** to a 5/8-inch iron rod set for corner;

**South 04°05'39" East**, a distance of **501.72 feet** to a 5/8-inch iron rod set for corner;

**South 03°48'24" East**, along a distance of **587.23 feet** to a 5/8-inch iron rod set for corner;

**South 88°17'44" East**, a distance of **17.51 feet** to a 5/8-inch iron rod set for corner;



**South 26°17'44" East**, a distance of **59.00 feet** to a 5/8-inch iron rod set for the southeast corner of said 5.913 acre D.P & L. tract and the southwest corner of a called 10.7 acres tract of land described in a Warranty Deed from Mickey Pearl Hubbard, Joe Carl Hubbard, Jim O. Hubbard, John E. Hubbard, Jack L. Hubbard, Jesse W. Hubbard, Lura Hubbard Brohard and Jennie Hubbard Jones to Dallas Power and Light, recorded in Volume 69179, Page 2133 - DRDCT;

**THENCE South 03°50'20" East**, along the east line of said 146.513 acre Frumkin tract a distance of **54.35 feet** to a point for corner in the center line of Ten Mile Creek;

**THENCE** along the south line of said 146.513 acre Frumkin tract and said center line of Ten Mile Creek the following courses and distances:

**North 70°55'20" West**, a distance of **111.40 feet** to a point for corner;

**North 82°59'20" West**, a distance of **87.90 feet** to a point for corner;

**North 43°48'20" West**, a distance of **188.90 feet** to a point for corner;

**North 36°03'20" West**, a distance of **223.00 feet** to a point for corner;

**North 88°33'20" West**, a distance of **184.10 feet** to a point for corner;

**South 74°37'40" West**, a distance of **138.70 feet** to a point for corner;

**North 30°08'20" West**, a distance of **30.60 feet** to a point for corner;

**South 77°26'40" West**, a distance of **145.84 feet** to a point for corner;

**North 67°38'20" West**, a distance of **107.67 feet** to a point for corner;

**North 29°11'20" West**, a distance of **78.00 feet** to a point for corner;

**North 10°39'40" East**, a distance of **151.40 feet** to a point for corner;

**North 49°40'20" West**, a distance of **65.30 feet** to a point for corner;

**South 70°12'40" West**, a distance of **160.40 feet** to a point for corner;

**North 74°39'20" West**, a distance of **46.90 feet** to a point for corner;

**North 47°14'20" West**, a distance of **40.80 feet** to a point for corner;

**North 28°54'20" West**, a distance of **260.70 feet** to a point for corner;

**North 71°02'20" West**, a distance of **96.20 feet** to a point for corner;

**South 35°04'40" West**, a distance of **82.00 feet** to a point for corner;

**South 14°17'40" West**, a distance of **194.60 feet** to a point for corner;

**South 64°07'42" West**, a distance of **70.29 feet** to a point for corner;

**North 26°23'04" West**, a distance of **170.20 feet** to a point for a southwest corner of said 146.513 acre Frumkin tract and the southeast corner of a called 46.618 acre tract of land described in a Cash Warranty Deed from Nathan Frumkin and Roza Frumkin to Roza Frumkin, recorded in Volume 2001177, Page 338 - DRDCT;

**THENCE North 07°21'10" West**, along the common line of said 46.618 acre Frumkin tract and the 146.513 acre Frumkin tract, a distance of **3604.55 feet** to a 5/8-inch iron rod set for the north common corner of said Frumkin tracts and in the southeast right-of-way line of Belt Line Road;

**THENCE** along the north line of said 146.513 acre Frumkin tract and the southeast line of said Belt Line Road the following courses and distances:

**North 76°35'15" East**, a distance of **405.38 feet** to a 5/8-inch iron rod set for corner;

**Along a curve to the left**, through a central angle of 1°03'31", having a **radius of 5779.65 feet**, and a **chord bearing and distance of North 76°03'29" East, 106.77 feet**, an arc length of 106.78 feet to a 5/8 inch iron rod set for corner;

**North 75°31'44" East**, a distance of **896.97 feet** to a 5/8-inch iron rod set for corner;

**Along a curve to the right**, through a central angle of 0°03'18", having a **radius of 5679.65 feet**, and a **chord bearing and distance of North 75°33'23" East, 5.44 feet**, an arc length of 5.44 feet to the **POINT OF BEGINNING** and containing 146.4 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS - Tract 108**

8.985 Acres

Middleton Perry Survey, Abstract No. 1128

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Middleton Perry Survey, Abstract Number 1128, City of Lancaster, Dallas County, Texas, and being all of a called 8.9892 acre tract (hereinafter referred to as Tract 108) of land described in a Warranty Deed from Sue Anne Greene to Joe F. Kapavik and wife Wilma Ann Kapavik, recorded in Volume 97081, Page 668 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 1-inch iron pipe at the intersection of the east line of Pinto Road (called to be a 60 foot wide right-of-way in Volume 97081, Page 668 - DRDCT) with the north line of Tract 108 and being the southwest corner of a called 52.45 acre tract (hereinafter referred to as the Biggers Tract) of land described in Special Warranty Deed from John Biggers to John C. Biggers, Trustee of The Rosalynn L. Biggers Estate Trust, recorded in Volume 95004, Page 2656 - DRDCT, said POINT OF BEGINNING being South 00°53'06" East a distance of 986.05 feet from a 1/2-inch iron rod found for the southwest corner of a called 103.69 acre tract of land described in Special Warranty Deed from Pilsner Holding Corp. to DLH Master Parcel ##22, 23, L.P., recorded in Instrument Number 200600054973 of the Official Public Records of Dallas County, Texas;

**THENCE North 89°07'26" East**, along the north line of Tract 108 and the south line of the Biggers Tract, a distance of **386.00 feet** to a 5/8-inch iron rod with "KHA" cap set (hereinafter referred to as 5/8-inch iron rod set) for the northwest corner of Tract one, a called 8.9892 acre tract (hereinafter referred to as Tract 109) of land described in a Special Warranty Deed from Bank One to Joe Frank Kapavik and Wilma Ann Kapavik, recorded in Volume 92248, Page 2804, - DRDCT, and the northeast corner of Tract 108;

**THENCE South 00°51'47" East**, along the west line of Tract 109, a distance of **997.75 feet** to a PK Nail set for corner in the called center line of Green Road (called to be a 60 foot wide right-of-way in Volume 97081, Page 668 - DRDCT) and the southwest corner of Tract 109;

**THENCE** with the called center line of Green Road and the south line of Tract 108 along a **curve to the right**, through a central angle of 21°15'25", having a **radius of 988.92 feet**, and a **chord bearing and distance of North 78°50'00" West, 364.79 feet**, an arc length of 366.89 feet to a PK Nail set;

**THENCE North 68°12'17" West**, along the called center line of Green Road and the south line of Tract 108, a distance of **53.33 feet** to a PK Nail set in the intersection of Green Road and Pinto Road;

**THENCE North 00°51'47" West**, along the called center line of Pinto Road and west line of Tract 108, a distance of **901.09 feet** to a PK Nail set for the northwest corner of Tract 108;

**THENCE North 89°07'26" East**, along the north line of Tract 108, a distance of **20.00 feet** to the **POINT OF BEGINNING** and containing 8.985 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS - Tract 109**

8.978 Acres

Middleton Perry Survey, Abstract No. 1128

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Middleton Perry Survey, Abstract Number 1128, City of Lancaster, Dallas County, Texas, and being all of Tract One, a called 8.9892 acre tract (hereinafter referred to as Tract 109) of land described in a Special Warranty Deed from Bank One to Joe Frank Kapavik and Wilma Ann Kapavik, recorded in Volume 92248, Page 2804 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (hereinafter referred to as 5/8-inch iron rod set) for the northeast corner of a called 8.9892 acre tract (hereinafter referred to as Tract 108) of land described in a Warranty Deed from Sue Anne Greene to Joe F. Kapavik and wife, Wilma Ann Kapavik, recorded in Volume 97081, Page 668 – DRDCT, said POINT OF BEGINNING being South 00°53'06" East a distance of 986.05 feet and North 89°07'26" East a distance of 386.00 feet from a 1/2-inch iron rod found in the east line of Pinto Road (called to be a 60 foot wide right-of-way in Volume 97081, Page 668 – DRDCT) and the southwest corner of a called 103.69 acre tract of land described in Special Warranty Deed from Pilsner Holding Corp. to DLH Master Parcel ##22, 23, L.P., recorded in Instrument Number 200600054973 of the Official Public Records of Dallas County, Texas, and the northwest corner of a called 52.45 acre tract (hereinafter referred to as the Biggers Tract) of land described in Special Warranty Deed from John Biggers to John C. Biggers, Trustee of The Rosalynn L. Biggers Estate Trust, recorded in Volume 95004, Page 2656 – DRDCT;

**THENCE North 89°07'26" East**, along the north line of Tract 109 and the south line of the Biggers Tract, a distance of 392.09 feet to a 5/8-inch iron rod set for the northwest corner of Tract Two, a called 8.9894 acre tract (hereinafter referred to as Tract 110) of land described in a Special Warranty Deed from Bank One to Joe Frank Kapavik and Wilma Ann Kapavik, recorded in Volume 92248, Page 2804, - DRDCT, and the northeast corner of Tract 109;

**THENCE South 00°51'47" East**, along the east line of Tract 109 and west line of Tract 110, a distance of **996.81 feet** to a PK Nail set for corner in the called center line of Green Road (called to be a 60 foot wide right-of-way in Volume 92248, Page 2804 - DRDCT) and the southeast corner of Tract 109 and the southwest corner of Tract 110;

**THENCE South 88°55'43" West**, along the called center line of Green Road and the south line of Tract 109, a distance of **364.31 feet** to a PK Nail set for in the called center line of Green Road;

**THENCE** continuing with the called center line of Green Road and the south line of Tract 109 along a **curve to the right**, through a central angle of  $1^{\circ}36'35''$ , having a **radius of 988.92 feet**, and a **chord bearing and distance of South  $89^{\circ}44'00''$  West, 27.78 feet**, an arc length of 27.78 feet to a PK Nail set for the southwest corner of Tract 109 and southeast corner of Tract 108;

**THENCE North  $00^{\circ}51'47''$  West**, along the west line of Tract 108 and the east line of Tract 109, a distance of **997.75 feet** to the **POINT OF BEGINNING** and containing 8.978 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS - Tract 110**

8.971 Acres

Middleton Perry Survey, Abstract No. 1128

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Middleton Perry Survey, Abstract Number 1128, City of Lancaster, Dallas County, Texas, and being all of Tract Two, a called 8.9894 acre tract (hereinafter referred to as Tract 110) of land described in a Special Warranty Deed from Bank One to Joe Frank Kapavik and Wilma Ann Kapavik, recorded in Volume 92248, Page 2804 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (hereinafter referred to as 5/8-inch iron rod set) for the northeast corner of Tract One a called 8.9892 acre tract (hereinafter referred to as Tract 109) of land described in a Special Warranty Deed from Bank One to Joe Frank Kapavik and Wilma Ann Kapavik, recorded in Volume 92248, Page 2804 – DRDCT, said POINT OF BEGINNING being South 00°53'06" East a distance of 986.05 feet and North 89°07'26" East a distance of 778.09 feet from a 1/2-inch iron rod found in the east line of Pinto Road (called to be a 60 foot wide right-of-way in Volume 97081, Page 668 – DRDCT) and the southwest corner of a called 103.69 acre tract of land described in Special Warranty Deed from Pilsner Holding Corp. to DLH Master Parcel ##22, 23, L.P., recorded in Instrument Number 200600054973 of the Official Public Records of Dallas County, Texas, and the northwest corner of a called 52.45 acre tract (hereinafter referred to as the Biggers Tract) of land described in Special Warranty Deed from John Biggers to John C. Biggers, Trustee of The Rosalynn L. Biggers Estate Trust, recorded in Volume 95004, Page 2656 - DRDCT;

**THENCE North 89°07'26" East**, along the north line of Tract 110 and the south line of the Biggers Tract, a distance of **392.31 feet** to a 5/8-inch iron rod set for the northwest corner of Tract Three, a called 8.9894 acre tract (hereinafter referred to as Tract 111) of land described in a Special Warranty Deed from Bank One to Joe Frank Kapavik and Wilma Ann Kapavik, recorded in Volume 92248, Page 2804, - DRDCT, and the northeast corner of Tract 110;

**THENCE South 00°51'47" East**, along the east line of Tract 110 and west line of Tract 111, a distance of **995.47 feet** to a PK Nail set for corner in the called center line of Green Road (called to be a 60 foot wide right-of-way in Volume 92248, Page 2804 - DRDCT) and the southeast corner of Tract 110 and the southwest corner of Tract 111;

**THENCE South 88°55'43" West**, along the called center line of Green Road and the south line of Tract 110, a distance of **392.31 feet** to a PK Nail set for southeast corner of Tract 109 and the southwest corner of 110;

**THENCE North 00°51'47" West**, along the west line of Tract 109 and the east line of Tract 110, a distance of **996.81 feet** to the **POINT OF BEGINNING** and containing 8.971 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)



**METES AND BOUNDS - Tract 177**

24.17 Acres

James McMillan Survey, Abstract No. 987

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the James McMillan Survey, Abstract No. 987, City of Lancaster, Dallas County, Texas, and being all of a called 24.266 acre tract of land described in the Warranty Deed from George A. Mobley, Robert Edward Lee, and Benny Don Rychlik to William E. Ernst and wife, Linda Jean Ernst, recorded in Volume 73100, Page 250 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), and being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap (herein after referred to as 5/8-inch iron rod) found in the south line of Beltline Road, called to be a 100 foot wide public right of way (Volume 3685, Page 508 and Volume 3679, Page 512 – DRDCT) for the northwest corner of Tract 98, a called 46.61 acre tract of land described in the General Warranty Deed from Roza Frumkin to DLH Master Parcel ##98, 99, L.P., recorded as Instrument Number 200600255095 in the Official Public Records of Dallas County, Texas;

**THENCE** along the west line of Tract 98 and with a fence, the following courses and distances:

**South 19°52'22" West**, a distance of **169.65 feet** to a 5/8-inch iron rod found for corner;

**South 23°47'22" West**, a distance of **274.00 feet** to a 5/8-inch iron rod found for corner;

**South 27°04'22" West**, a distance of **278.30 feet** to a 5/8-inch iron rod found for corner;

**South 12°27'22" West**, a distance of **34.00 feet** to a 5/8-inch iron rod found for corner;

**South 14°57'38" East**, a distance of **1207.10 feet** to a 1/2-inch iron rod found for the northeast corner of a called 38.94 acre tract (hereinafter referred to as the Pokluda/Terry tract) of land described in the Special Warranty Deed from Silo Road Partners, LTD. to David Pokluda and Douglas L. Terry, recorded in Volume 2004247, Page 295 - DRDCT;

**THENCE South 89°21'14" West**, along the north line of the Pokluda/Terry tract and with a fence, a distance of **742.43 feet** to a 1/2-inch iron rod found for the southeast corner of a called 60.25 acre tract (hereinafter referred to as the Silo tract) of land described in the Warranty Deed from Rosemary A. Gossett to Silo Road Partners, LTD., recorded in Volume 2004184, Page 123 – DRDCT;

**THENCE North 00°34'41" West**, along the east line of the Silo tract, with a fence, and a called 2.91 acre tract (hereinafter referred to as the Schmitt tract) of land described in the Warranty Deed from Silo Road Partners, LTD. to Lee J. Schmitt and Beatriz F. Schmitt, recorded in Volume 2005004, Page 95 – DRDCT, a distance of **1736.93 feet** to a 5/8-inch iron rod set in the south line of Beltline Road and in the east line of the Schmitt tract from which a 1/2-inch rod found bears North 00°34'41" West, a distance of 1.73 feet;

**THENCE** along the south line of Beltline Road the following courses and distances:

**Along a curve**

**to the left**, through a central angle of 10°28'43", having a **radius of 2914.79 feet**, and a **chord bearing and distance of North 81°49'36" East, 532.34 feet**, an arc length of 533.08 feet to a 5/8-inch iron rod set for corner;

**North 76°35'15" East**, a distance of **229.82 feet** to the **POINT OF BEGINNING** and containing 24.17 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS – Tract 229**

46.30 Acres

Thomas M. Ellis Survey, Abstract No. 432

James McMillan Survey, Abstract 987

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Thomas M. Ellis Survey, Abstract No. 432 and the James McMillan Survey, Abstract 987, City of Lancaster, Dallas County, Texas, and being all of a called 46.264 acre tract of land (hereinafter referred to as the Bate Tract) described in the Executors' Deed from Rex B. Head and Margaret Suzanne Bate, to Margaret Suzanne Bate, recorded in Volume 92066, Page 4082 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a point from which a 1/2-inch iron rod bears North 00°39'47" West, a distance of 1.35 feet, said point being in the north line of Belt Line Road, a 100 foot wide public right-of-way dedicated in Volume 3679, Page 514, Volume 3685, Page 508 and Volume 3718, Page 218 - DRDCT, said point being the southwest corner of the Bate Tract and the southeast corner of a called 46.264 acre tract of land referenced as "Tract A" (hereinafter referred to as the Head Tract) described in the Deed of Partition from Cedric E. Farmer to R.M. Head recorded in Volume 82201, Page 2067 - DRDCT;

**THENCE North 00°39'47" West**, along the east line of the Head Tract and the west line of the Bate Tract, a distance of **2529.03 feet** to a 1/2-inch iron rod found in the south line of a called 24.563 acre tract of land (hereinafter referred to as the Garrison Tract) described in the Cash Deed from Harlan L. Raley and wife, Eddie G. Raley to William R. Garrison and wife, Marimym C. Garrison recorded in Volume 80122, Page 667 - DRDCT;

**THENCE North 89°11'05" East**, along the south line of the Garrison Tract and the north line of the Bate Tract, a distance of **827.58 feet** to a 1/2-inch iron rod found 1 foot south of a fence post and in the west line of a called 26.071 acre tract of land referenced as "Tract One" (hereinafter referred to as the Williams/Heifrin Tract) described in the Special Warranty Deed from George Rollin Heifrin to Mary Kathleen Williams and Garrett Roy Heifrin recorded in Volume 2000244, Page 305 - DRDCT;

**THENCE South 00°47'46" East**, along the west line of the Williams/Heifrin Tract and the east line of the Bate Tract, distance of **223.41 feet** to an axle found for the southwest corner of the Williams/Heifrin Tract and the northwest corner of a called 27.061 acre tract of land (hereinafter referred to as the Miller Tract) described in the Warranty Deed from Betty Edwards Smith Woodward to R.L. Miller and wife, Mary V. Miller recorded in Volume 87097, Page 4615 – DRDCT;

**THENCE South 00°38'46" East**, along the east line of the Bate Tract, a distance of **2118.65 feet** to a point in the north right of way line of Belt Line Road for the southeast corner of the Bate Tract, from which a 1/2-inch iron rod bears South 00°38'46" East a distance of 0.54 feet, a 5/8-inch iron rod found for the east cut back corner of the

southwest corner of the Miller Tract bears North  $71^{\circ}21'44''$  East a distance of 52.46 feet and a 5/8-inch iron rod with yellow cap found for the southeast corner of the Miller Tract bears North  $75^{\circ}25'13''$  East a distance of 781.08 feet;

**THENCE South  $75^{\circ}31'44''$  West**, along the south line of the Bate Tract and the north line of Belt Line Road, a distance of **50.39 feet** to a set 5/8-inch iron rod with "KHA" cap (herein after referred to as 5/8-inch iron rod set);

**THENCE** along a **curve to the right**, through a central angle of  $1^{\circ}03'31''$ , having a **radius of 5679.65 feet**, and a **chord bearing and distance of South  $76^{\circ}03'29''$  West, 104.93 feet**, an arc length of 104.93 feet continuing along the south line of the Bate Tract and the north line of Belt Line Road to a 5/8-inch iron rod set for corner;

**THENCE South  $76^{\circ}35'15''$  West**, continuing along the south line of the Bate Tract and the north line of Belt Line Road a distance of **693.51 feet** to the **POINT OF BEGINNING** and containing 46.30 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983, North Central Zone (Grid Azimuth)

**METES AND BOUNDS – Tract 21**

202.24 Acres

Middleton Perry Survey, Abstract No. 1128

Dallas County, Texas

**BEING** a tract of land situated in the Middleton Perry Survey, Abstract Number 1128, Dallas County Texas, and being all of a called 202.241 acre tract of land described in a Warranty Deed from Dallas Lancaster Corporation, to Lancaster-Pleasant Run Farms, Inc., recorded in Volume 80211, Page 154 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), and being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) in the intersection of the north line of Green Road and the West line of Pinto Road;

**THENCE South 88°54'16" West**, along the north line of Green Road, a distance of **2300.52 feet** to a 5/8-inch iron rod set in the intersection of the north line of Green Road and the east line of Alba Road;

**THENCE North 00°50'44" West**, along the east line of Alba Road, a distance of **680.88 feet** to a 5/8-inch iron rod set in the intersection of the east line of Alba Road and the north line of Green Road;

**THENCE South 89°14'16" West**, along the north line of Green Road, a distance of **20.00 feet** to a 5/8-inch iron rod set in the east line of a called 136 acre tract described in a Warranty Deed from Evelyn G. Roddy to Paige Elizabeth Roddy Thompson, recorded in Volume 2003021, Page 9385 - DRDCT;

**THENCE North 00°50'45" West**, along the east line of said Thompson tract, a distance of **3133.70 feet** to a 5/8-inch iron rod set in the south line of Pleasant Run Road;

**THENCE North 89°20'16" East**, along Pleasant Run Road, a distance of **2316.10 feet** to a 5/8-inch iron rod set in the intersection of the south line of Pleasant Run Road and the west line of Pinto Road;

**THENCE South 00°54'44" East**, along the west line of Pinto Road, a distance of **3797.16 feet** to the **POINT OF BEGINNING** and containing 202.24 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS – Tract 23**

55.516 Acres

Jones Green Survey, Abstract No. 503

Dallas County, Texas

**BEING** a tract of land situated in Jones Green Survey, Abstract No. 503, Dallas County, Texas, and being a part of a called 210.93 acre tract (hereinafter referred to as Tract 23) of land described in a Warranty Deed from Pilsner Holding Corp., to DLH Master Parcel ## 22, 23, L.P., recorded as Instrument Number 200600054973 of the Official Public Records of Dallas County, Texas (hereinafter referred to as OPRDCT), and being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) at the intersection of the west line of Sunrise Road and the north line of Green Road;

**THENCE South 88°57'56" West**, along the north line of Green Road, a distance of **2361.50 feet** to a 5/8-inch iron rod set at a southerly corner of a called 8.7728 acre tract described in a Warranty Deed from Elouise Patteson and Harold E. Patteson to Harold H. Hubbard, recorded in Volume 81116, Page 2178 - DRDCT;

**THENCE North 00°58'19" West**, along the east line of said Hubbard tract, a distance of **1030.97 feet** to a 5/8-inch iron rod set at the northeast corner of called 8.7728 acre tract;

**THENCE North 89°07'26" East**, a distance of **2349.94 feet** to a 5/8-inch iron rod set on the west line of Sunrise Road;

**THENCE South 00°55'52" East**, along the west line of Sunrise Road, a distance of **445.51 feet** to a 5/8-inch iron rod set in the west line of Sunrise Road at a "T" intersection with Green Road;

**THENCE South 02°08'51" East**, along the west line of Sunrise Road, a distance of **579.08 feet** to the POINT OF BEGINNING and containing 55.516 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS – Tract 26**

111.58 Acres

Jones Green Survey, Abstract No. 503

M. W. Spencer Survey, Abstract 1287

Dallas County, Texas

**BEING** a tract of land situated in the Jones Green Survey, Abstract No. 503, and the M. W. Spencer Survey, Abstract 1287, Dallas County, Texas, and being all of a called 111.578 acre tract of land described in a Warranty Deed from Myron W. Goff, to Belt Line Investment Tract, a General Partnership, recorded in Volume 84231, Page 1567 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), and being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) in the intersection of the south line of Greene Road and the west line of Sunrise Road;

**THENCE South 00°55'23" East**, along the west line of Sunrise Road, a distance of **1869.81 feet** to a 5/8-inch iron rod set in the called north line of Belt Line Road;

**THENCE** along the north line of Belt Line Road, the following courses and distances:

**South 88°24'37" West**, a distance of **427.58 feet** to a 5/8-inch iron rod set for corner;

**South 51°22'37" West**, a distance of **374.64 feet** to a 5/8-inch iron rod set for corner;

**South 89°02'37" West**, a distance of **1343.42 feet** to a 5/8-inch iron rod set for corner;

**North 88°02'23" West**, a distance of **153.06 feet** to a 5/8-inch iron rod set for corner;

**North 55°32'23" West**, a distance of **198.22 feet** to a 5/8-inch iron rod set for corner, from which a 1/2-inch iron rod found for the southwest corner of a called 10.00 acre tract described in a Warranty Deed from Wilton O. Davis to Frank Velez, Jr., recorded in Volume 80016, Page 527 – DRDCT bears **North 00°34'35" West** a distance of 81.29 feet and **South 88°46'37" West** a distance of 462.90 feet;

**THENCE North 00°34'35" West**, along Belt Line, the east line of said Velez tract, and then a called 5.00 acre tract described in a Warranty Deed from Wilton O. Davis to Ronnie Sims and wife, Nila Sims, recorded in Volume 80016, Page 550 – DRDCT, a distance of **1985.94 feet** to an "X" cut on a headwall in the south line of Greene Road;

**THENCE North 89°10'00" East**, along the south line of Greene Road, a distance of 2369.86 feet to the **POINT OF BEGINNING** and containing 111.58 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS- Tract 57**

19.00 Acres

Joseph Manley Survey, Abstract No. 867  
Dallas County, Texas

**BEING** a tract of land situated in the Joseph Manley Survey, Abstract No. 867, Dallas County Texas, being that portion of land out a called 107.42 acre tract (First Tract) of land described in Warranty Deeds from Eric Hammond Coffman and Dorothy H. Coffman to J. Lawson Goggans recorded in Volume 77001, Pages 1722 and 1730 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT) lying southwest of a called 10.78 acre tract (Tract 1) described in a conveyance from Dorothy H. Coffman and Hammond Coffman to Dallas Power and Light Company, recorded in Volume 69213, Page 335 - DRDCT and being all of a called 18.9969 acre tract (Tract Two) of land described in a Special Warranty Deed from Shacama, LLC to 157 AC WG/PR, LP, recorded in Document ID 200503591317 - DRDCT, and being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a PK nail set in the centerline of Cornell Road for the called west common corner of the Samuel Keller Survey, Abstract Number 721 and the Joseph Manley Survey, Abstract Number 867, Dallas County, Texas and also being the west common corner of said Tract Two and a called 55.4654 acre tract (Tract Four) of a land described in Special Warranty Deed from Shacama, LLC to 157 AC WG/PR, LP, recorded in Document ID 200503591317 - DRDCT, from which said spike, a 1-inch iron pipe found for the northwest corner of a called 215.6190 acre tract of land described in a Warranty Deed from Myron W. Goff to Dallas County Farm Joint Venture, recorded in Volume 90218, Page 14 - DRDCT, bears North 01°01'09" West – 2606.77 feet, North 89°17'32" East – 1755.23 feet, and North 01°07'13" West – 30.00 feet;

**THENCE North 01°01'09" West**, along the centerline of Cornell Road and the called west line of the Manley Survey a distance of **1690.13 feet** to a PK nail set for corner in the southwest line of said Dallas Power and Light tract;

**THENCE South 31°01'39" East**, along said southwest line a distance of **1835.93 feet** to an "X" set on the concrete pad of a transmission tower;

**THENCE South 01°03'59" East**, along the west line of said Dallas Power and Light tract, a distance of **112.32 feet** to a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) in the called south line of the Manley Survey and being the northeast corner of said Tract Four;

**THENCE South 89°43'51" West**, along north line of said Tract Four and the called common south line of the Manley Survey and the north line of the Keller Survey, a distance of **918.37 feet** to the **POINT OF BEGINNING** and containing



19.00 acres, more or less of which 0.96 acres lie within Cornell Road, assuming a 50 foot wide right of way, leaving 18.04 net acres.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS – Tract 63**

10.007 Acres

Middleton Perry Survey, Abstract No. 1128

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Middleton Perry Survey, Abstract Number 1128, Dallas County Texas, a portion of which being in the city of Lancaster, and being all of a called 10.00 acre tract of land described in a Warranty Deed from Wilton O. Davis to Frank Velez, Jr., recorded in Volume 80016, Page 527, Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at an iron rod found in the north right of way line of Belt Line Road as shown on Dallas County Right of Way map and the south common corner of the Frank Velez 40.00 acre and 10.00 acre tracts;

**THENCE North 00°35'39" West**, leaving the said north line of Belt Line Road, along the common line of the Frank Velez 40.00 acre and 10.00 acre tracts, a distance of **941.37 feet** to a 5/8-inch iron rod set in the south line of a tract of land to H. Richard Kernekin, recorded in Volume 82090, Page 2284-DRDCT;

**THENCE North 88°45'17" East**, along the north line of 10.00 acre Velez tracts, a distance of **463.19 feet** to a 5/8-inch iron rod set in the west line of a called 111.578 acre tract of land described in a Warranty Deed from Myron W. Goff to Belt Line Investment Tract, recorded in Volume 84231, Page 1567 - DRDCT;

**THENCE South 00°34'35" East**, along the west line of said Belt Line Investment Tract and the east line of said 10.00 acre Velez tract, a distance of **941.56 feet** to a 5/8-inch iron rod set in the north right of way line of Belt Line Road;

**THENCE South 88°46'37" West**, along the said north line of Belt Line Road and the south line of said 10.00 acre Velez tract, a distance of **462.90 feet** to the **POINT OF BEGINNING** and containing 10.007 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS – Tract 64**

94.812 Acres

T.A. Phillips Survey, Abstract No. 1123

City of Lancaster, Dallas County, Texas

Being a 94.812 acre tract of land situated in the T.A. Phillips Survey, Abstract No. 1123, in the city of Lancaster, Dallas county, Texas, being a part of that certain tract of land described as tract 6 in deed to Coffman Investments, L.P., recorded in volume 98008, page 04994, of the deed records of Dallas county, Texas (D.R.D.C.T.). Said 94.812 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod capped "Bohannan Huston" set for the northwest corner of said tract 6, at the intersection of the approximate centerline of Jefferson Street (a called 80 foot public right-of-way) (R.O.W.) And the approximate centerline of Wintergreen Road (a called 100 foot public R.O.W.);

Thence N 89°12'42" E, along the north line of said tract 6 and the approximate centerline of said Wintergreen Road, a distance of 2436.88 feet to a 5/8 inch iron rod capped "Bohannan Huston" set for corner in the west right-of-way (R.O.W.) Line of the M.K. & T. Railroad (a called 100 foot R.O.W.);

Thence over and across said tract 6 and the common west R.O.W. Line of said M.K. & T. Railroad the following calls:

S 06°47'01" W, a distance of 483.51 feet to a 5/8 inch iron rod capped "Bohannan Huston" set for corner;

Along a curve to the right having a radius of 7186.00 feet, a delta angle of 06°55'57", an arc length of 869.48 feet, a chord bearing of S 10°14'59" W, and a chord length of 868.95 feet to a 5/8 inch iron rod capped "Bohannan Huston" set for corner,

S 13°42'58" W, a distance of 485.86 feet to a 5/8 inch iron rod capped "Bohannan Huston" set for corner in the south line of said tract 6 and the common north line of that certain tract of land described in deed to Carlton C. Moffett and Hamilton C. Moffett, trustees of the Moffett Property Management Trust, recorded in volume 89226, page 4944, D.R.D.C.T., from said point a 2 inch iron pipe found bears n 89°00'32" E, a distance of 602.74 feet;

Thence s 89°00'32" W, along the south line of said tract 6 and the common north line of said Moffett tract, a distance of 2084.58 feet to a railroad spike for the southwest corner of said tract 6 and the northwest corner of said Moffett tract, in the approximate centerline of said Jefferson Street;

Thence N 00°48'20" W, along the west line of said tract 6 and the approximate centerline of said Jefferson Street, a distance of 1809.92 feet to the point of beginning and containing 94.812 acres, more or less.

**METES AND BOUNDS - Tracts 67 and 68**

206.2 Acres

Allanson Dowdy Survey, Abstract No. 388

Margaret H. Lavender Survey, Abstract No. 766

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Allanson Dowdy Survey, Abstract No. 388, and the Margaret H. Lavender Survey, Abstract No. 766, Dallas County, Texas, and being a portion of a called 112.75 acre tract of land (the remainder of which is hereinafter referred to as Tract 67) described in a Warranty Deed from Edith Roddy Jenkins and L.W. Jenkins to Burton Roddy, James Roddy and Lawrence Roddy, recorded in Volume 4420, Page 125 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), and also being all of a called 100 acre tract of land (hereinafter referred to as Tract 68) described in a Warranty Deed from Burton C. Roddy and James H. Roddy to Laurence O. Roddy, recorded in Volume 4419, Page 449 - DRDCT, with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**COMMENCING** at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) for the northwest corner of a called 86 acre tract of land (the remainder of which is hereinafter referred to as Tract 66) described in a Judgment for Edith A. Roddy, Grace E. Roddy, Burton C. Roddy, James M. Roddy, Mary R. Roddy and Lawrence O. Roddy, recorded in Volume 889, Page 504 – DRDCT, and being in the intersection of the south line of Belt Line Road as shown on Dallas County Right of Way map with the east line of Lancaster Airport Addition, an addition to the City of Lancaster, according to the plat thereof, recorded in Volume 97173, Page 5853 – DRDCT, from which said 5/8-inch iron rod, a 1/2-inch iron rod found for a northern corner of said Airport Addition bears North 40°13'52" West, 4.52 feet and South 88°24'32" West, 167.16 feet;

**THENCE** along the south line of Belt Line Road as shown on Dallas County Right of Way map, then as dedicated by Right-of-Way Deed from Edith Roddy Jenkins, et vir, L.W. Jenkins, James M. Roddy, Mary Roddy Hubbard, et vir, Jim Hubbard, Lawrence O. Roddy, Burton C. Roddy, and B.C. Roddy to the County of Dallas, recorded in Volume 3718, Page 214 – DRDCT, and then as dedicated by Right-of-Way Deed from B.C. Roddy to the County of Dallas, recorded in Volume 3718, Page 209 – DRDCT, the following courses and distances:

**North 88°40'55" East**, a distance of **407.35 feet** to a 5/8-inch iron rod set for corner;

**North 88°40'55" East**, a distance of **57.90 feet** to a 5/8-inch iron rod set for corner;

**Along a curve to the right**, through a central angle of **4°58'00"**, having a **radius of 5679.65 feet**, and a chord bearing and distance of **South 88°50'05" East, 492.18 feet**, an arc length of 492.33 feet to a to a 5/8-inch iron rod set for corner;

**South 85°42'50" East**, a distance of **254.00 feet** to a 5/8-inch iron rod set for corner;

**Along a curve to the left**, through a central angle of **5°09'54"**, having a **radius of 5779.65 feet**, and a chord bearing and distance of **South 88°17'47" East, 520.82 feet**, an arc length of 521.00 feet to a 5/8-inch iron rod set for corner;

**North 89°07'40" East**, a distance of **370.68 feet** to a 5/8-inch iron rod set for the northwest corner of Tract 67 and the **POINT OF BEGINNING** of the herein described tract of land;

**North 89°07'40" East**, a distance of **711.12 feet** to a 5/8-inch iron rod set for corner;

**Along a curve to the right**, through a central angle of **14°39'44"**, having a **radius of 1860.08 feet**, and a chord bearing and distance of **South 83°32'12" East, 474.70 feet**, an arc length of 476.00 feet to a 5/8-inch iron rod set for corner;

**South 76°12'20" East**, a distance of **331.30 feet** to a 5/8-inch iron rod set for corner;

**Along a curve to the left**, through a central angle of **13°00'29"**, having a **radius of 1960.08 feet**, and a chord bearing and distance of **South 84°07'06" East, 444.04 feet**, an arc length of 445.00 feet to a 5/8-inch iron rod set for corner;

**North 89°22'40" East**, a distance of **135.32 feet** to a 5/8-inch iron rod found for the northwest corner of a called 47.97 acre tract of land (hereinafter referred to as Tract 69) described in a Warranty Deed from Burton Roddy, Edith Roddy Jenkins, and husband L.W. Jenkins, James Roddy and Lawrence Roddy to Mrs. Jim Hubbard, recorded in Volume 4430, Page 259 - DRDCT;

**THENCE South 00°47'31" East**, along the west line of Tract 69, a distance of **1754.00 feet** to a 5/8-inch iron rod found for the southwest corner of said Tract 69 and being in the northwest line of Tract 68;

**THENCE North 58°32'29" East**, along the northwest line of Tract 68 and the southeast line of Tract 69, a distance of **2116.00 feet** to a 5/8-inch iron rod found

for the east corner of said Tract 69 called to be in the west line of Sunrise Road, a called 40 foot wide right of way, said rod also being the north corner of Tract 68;

**THENCE South 31°17'11" East**, along the northeast line of Tract 68 and generally with Sunrise Road, a distance of **1166.11 feet** to a 5/8-inch iron rod set for corner;

**THENCE South 58°49'44" West**, along the southeast line of Tract 68, the northwest line of a called 20.50 acre tract of land (Tract III) described in a Special Warranty Deed from Schlachter Realty, LTD. to Mona Louise Schlachter, recorded in Volume 2003173, Page 2255 – DRDCT, and the northwest line of a called 235.906 acre tract of land described in a Warranty Deed from R.M. Head, R.B. Head, W.D. Fridge, Ralph E. Williams, Charles W. Waldrop, Jr., and Charles B. Edwards to O.B. Curry, recorded in Volume 77056, Page 208 – DRDCT, a distance of **3751.65 feet** to a 5/8-inch iron rod set for an eastern corner of said Airport Addition;

**THENCE North 30°50'22" West**, along the northeast line of said Airport Addition and the southwest lines of Tract 68 and Tract 67, a distance of **2502.29 feet** to a 5/8-inch iron rod set for the southern common corner of tracts 66 & 67 and also, being an eastern corner of said Airport Addition;

**THENCE North 00°50'22" West**, along the west line of Tract 67, a distance of **1605.23 feet** to the **POINT OF BEGINNING** and containing 206.2 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

**METES AND BOUNDS – Tract 69**

**BEING** a tract of land situated in the M.L. Swing Survey, Abstract Number 1444, and the Allanson Dowdy Survey, Abstract Number 388, Dallas County Texas, and being all of a called 51.44 acre tract of land described in a Warranty Deed from Burton Roddy, Edith Roddy Jenkins, and Husband L.W. Jenkins, James Roddy and Lawrence Roddy to Mrs. Jim Hubbard recorded in Volume 4430, Page 259 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), save and except a portion of which being included in a Right-of-Way Deed from B.C. Roddy, Burton C. Roddy and James M. Roddy to the County of Dallas recorded in Volume 3718, Page 205 – DRDCT, with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) for the northwesterly cutback corner of the intersection of the south Right-of-Way of Beltline Road with the west Right-of-Way of Sunrise Road, as currently built on the ground and related to said Right-of-Way Deed by concurrent Dallas County Right-of-Way strip map;

**THENCE** along said cutback corner, **South 64°16'00" East**, a distance of **168.00 feet** to a 5/8-inch iron rod set for the southeasterly cutback corner of said Right-of-Way;

**THENCE** along the east line of said deed to Mrs. Jim Hubbard and called to be the west line of 40 foot wide Sunrise Road, a bearing of **South 29°30'30" East**, a distance of **731.53 feet** to a 5/8-inch iron rod set for the common northeast corner of said Hubbard tract and a called 100 acre tract described in a Warranty Deed from Burton C. Roddy and James W. Roddy to Laurence O. Roddy recorded in Volume 4419, Page 449 – DRDCT and being in the commonly called south line of afore mentioned Swing Survey and the north line of the Margaret H. Lavender Survey, Abstract Number 766;

**THENCE** along said common lines and then also the commonly called south line of the Allanson Dowdy Survey, Abstract 388, a bearing of **South 59°44'30" West**, a distance of **2116.00 feet** to a 5/8-inch iron rod set for the southwest corner of the herein described tract;

**THENCE** along the west line of the herein described tract and the east line of the remaining portion of a called 112.75 acre tract described in a Warranty Deed from Edity Roddy Jenkins and husband, L.W. Jenkins to Burton Roddy, James Roddy and Lawrence Roddy recorded in Volume 4420, Page 125 – DRDCT, a bearing of **North 00°24'30" East**, a distance of **1754.00 feet** to a 5/8-inch iron rod set at the intersection with the south line of aforementioned Right-of-Way;

**THENCE** along the south line of said Right-of-Way and 50 foot south of and parallel to the center line of the 25 foot wide asphalt paving of Beltline Road, a bearing **South 89°45'30" East**, and a distance of **976.99 feet** to a 5/8-inch iron rod set for the beginning of a curve to the left;

**THENCE** continuing along said south Right-of-Way and with the curve to the left, through a central angle of  $9^{\circ}35'16''$ , having a radius of 1960.08 feet, a chord bearing and distance of North  $85^{\circ}26'52''$  East, 327.61 feet, and an arc length of 328.00 feet to the **POINT OF BEGINNING** and containing 47.853 acres, more or less.



**METES AND BOUNDS – Tract 70**

125.9 Acres

Thomas A. Phillips Survey, Abstract No. 1123

City of Lancaster, Dallas County, Texas

**BEING** a tract of land situated in the Thomas A. Phillips Survey, Abstract Number 1123, in the City of Lancaster, Dallas County, Texas, and being a portion of a called 200 acre tract of land described in a Partition Deed between B.R. Moffett, Clarence C. Moffett and Margaret Ethel Moffett recorded in Volume 913, Page 378 of the Deed Records of Dallas County, Texas (hereinafter referred to as DRDCT), with the herein described tract of land being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (hereinafter referred to as 5/8-inch iron rod set) at the intersection of the north line of said 200 acre tract and the east right of way line of Jefferson Street for the northeast corner of a called 3.56 acre tract of land described in Right-of-Way Deed from C.C. Moffett et ux, Ethel Moffett to the County of Dallas, recorded in Volume 3642, Page 510 – DRDCT, said rod also being in the south line of a called 111.68 acre tract (herein after referred to as Tract 64) of land described in Special Warranty Deed from David H. Coffman to Coffman Investments, L.P., recorded in Volume 98008, Page 4994 – DRDCT with said 5/8-inch iron rod being North 89°00'32" East, a distance of 50.00 feet from a railroad spike found for the southwest corner of Tract 64;

**THENCE North 89°00'32" East**, along the north line of said 200 acre tract and the south line of Tract 64, a distance of **2034.58 feet** to a 5/8-inch iron rod found in the west line of a called 100 foot wide Railroad right of way described in Deed from B.R. Moffett to The Dallas & Waco Railway Company, recorded in Volume 88, Page 21 - DRDCT;

**THENCE South 13°46'40" West**, along the west line of said Railroad right of way, a distance of **3636.25 feet** to a PK-nail set in the south line of said 200 acre tract and being in the south edge of paving of Pleasant Run Road, a called 60 foot wide right of way;

**THENCE South 89°00'32" West**, along the south line of the said 200 acre tract and with the paving of Pleasant Run Road, a distance of **1013.73 feet** to a PK-nail set for the southeast corner of said 3.56 acre Dallas County tract;

**THENCE** along the east line of said Dallas County tract the following courses and distances:

**North 17°09'14" West**, a distance of **121.37 feet** to a 5/8-inch iron rod set for corner;

Along a **curve to the right**, through a central angle of 16°04'00", having a **radius of 1392.69 feet**, and a **chord bearing and distance of North 09°07'14" West, 389.25 feet**, an arc length of 390.53 feet to a 5/8-inch iron rod set for corner;

**North 01°28'41" East**, a distance of **223.42 feet** to a 5/8-inch iron rod set for corner;

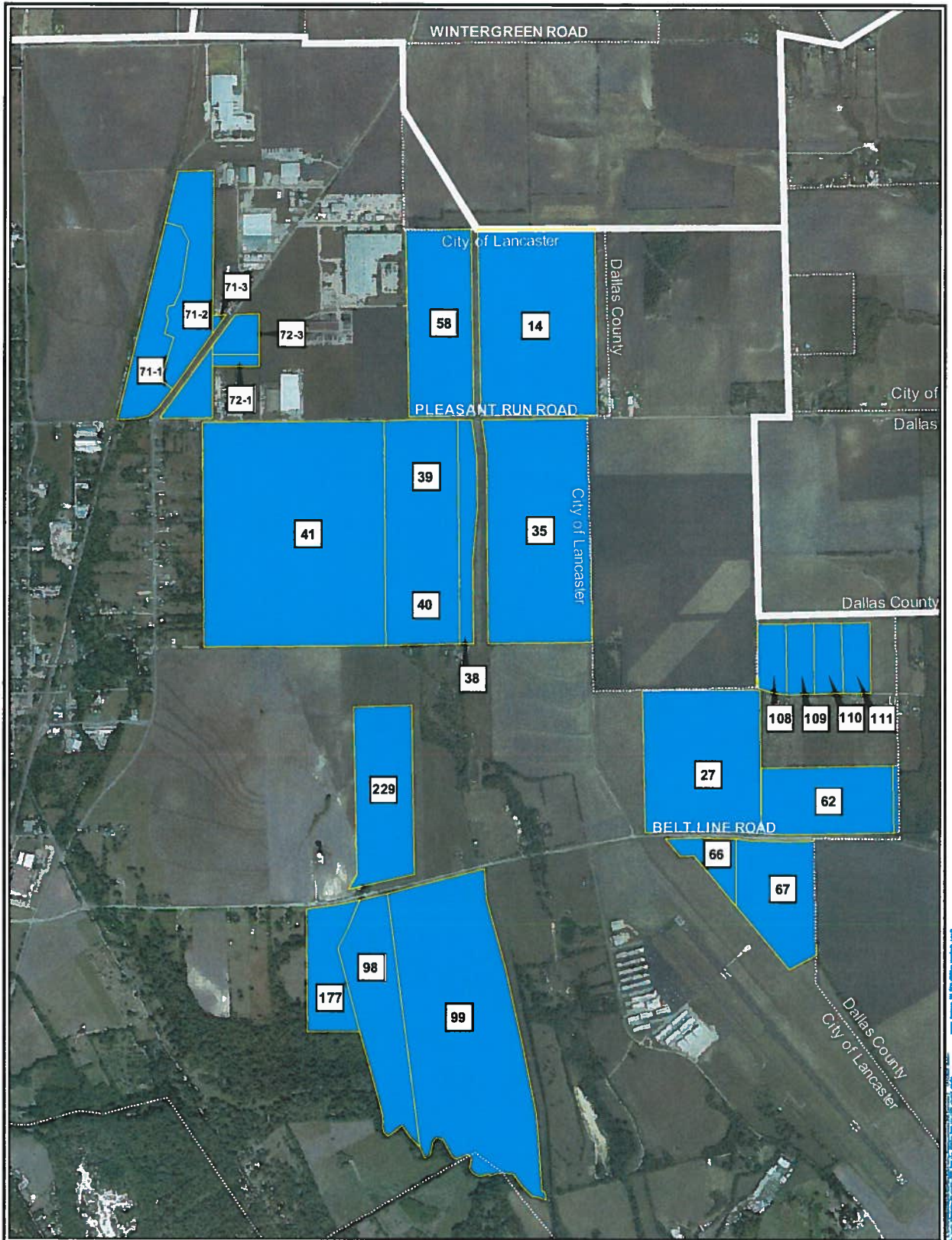
**North 01°05'14" West**, a distance of **1199.72 feet** to a 5/8-inch iron rod set for corner;

**North 02°59'41" West**, a distance of **300.45 feet** to a 5/8-inch iron rod set for corner;

**North 01°05'14" West**, a distance of **1291.00 feet** to the **POINT OF BEGINNING** and containing 125.9 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)

## Exhibit "B"

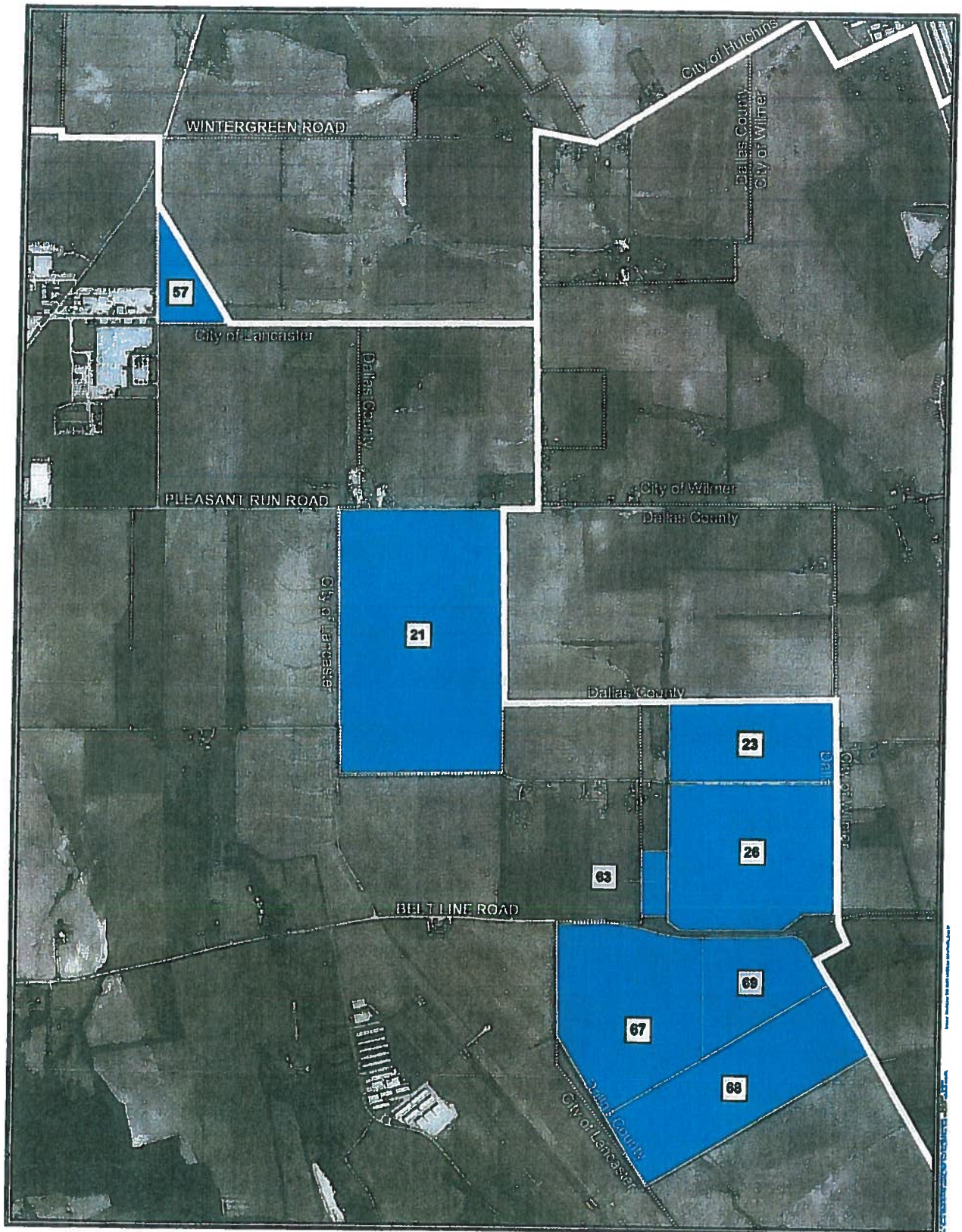


## Lancaster Property Exhibit





## Exhibit "B"



## Lancaster Proposed Annexation Plan



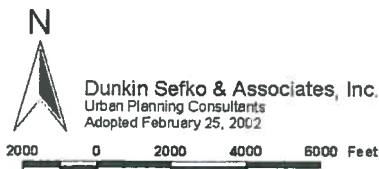
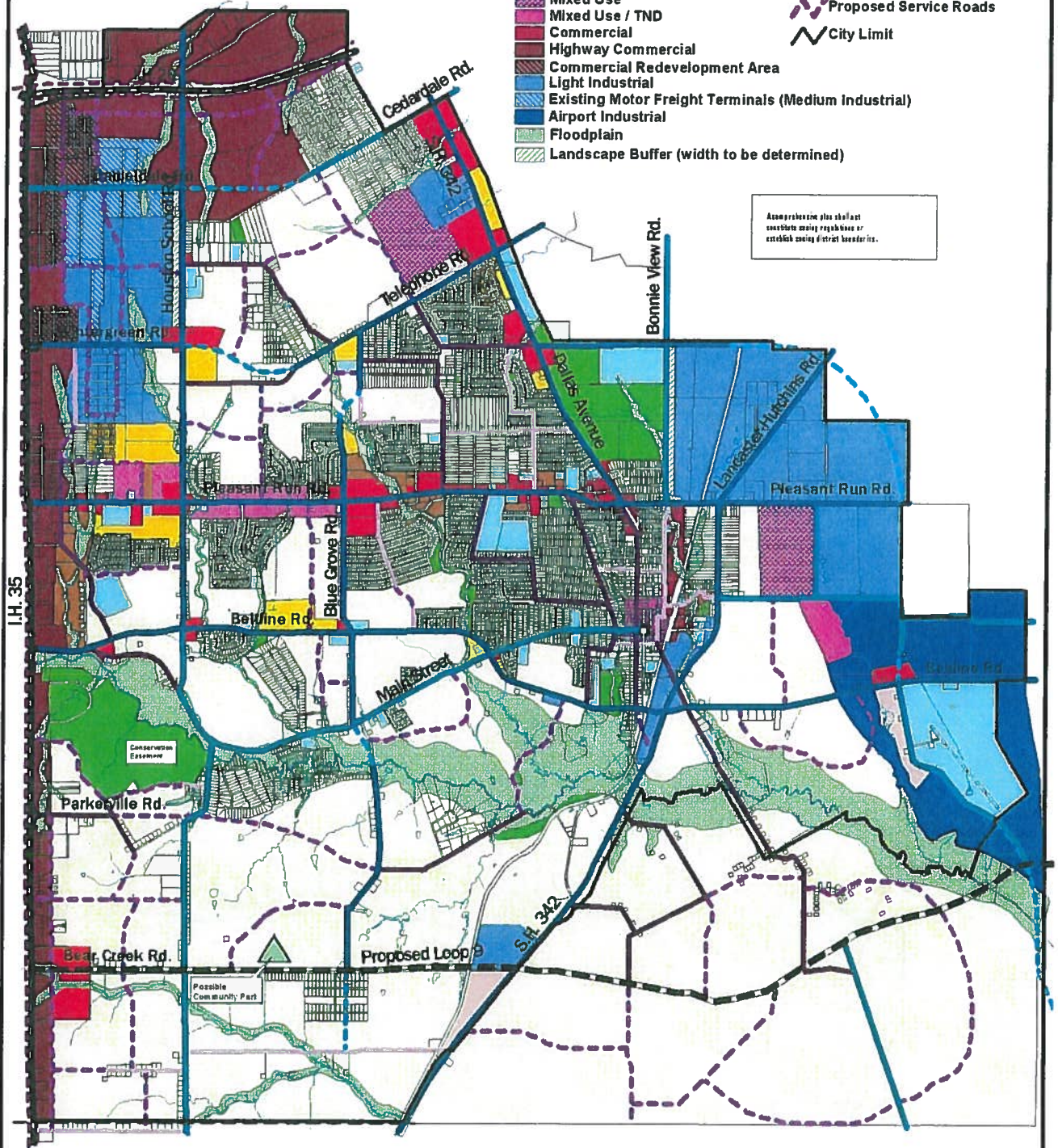


# Exhibit "C"

## Legend

- |  |  |  |                           |
|--|--|--|---------------------------|
|  | Low Density Residential                              |  | Major Thoroughfares       |
|  | Medium Density Residential                           |  | Type A+Freeways           |
|  | High Density Residential                             |  | Type B+Major Arterial     |
|  | Public & Semi-Public                                 |  | Type B-Minor Arterial     |
|  | Parks & Open Spaces                                  |  | Type B Proposed Arterial  |
|  | Office   |  | Type C+Major Collector    |
|  | Retail   |  | Type C-Minor Collector    |
|  | Historic Town Square                                 |  | Type C Proposed Collector |
|  | Mixed Use  |  | Proposed Service Roads    |
|  | Mixed Use / TND                                      |  | City Limit                |
|  | Commercial   |  |                           |
|  | Highway Commercial                                   |  |                           |
|  | Commercial Redevelopment Area                        |  |                           |
|  | Light Industrial                                     |  |                           |
|  | Existing Motor Freight Terminals (Medium Industrial) |  |                           |
|  | Airport Industrial                                   |  |                           |
|  | Floodplain   |  |                           |
|  | Landscape Buffer (width to be determined)            |  |                           |

As comprehensive plan shall not  
constitute zoning regulations or  
establish zoning district boundaries.

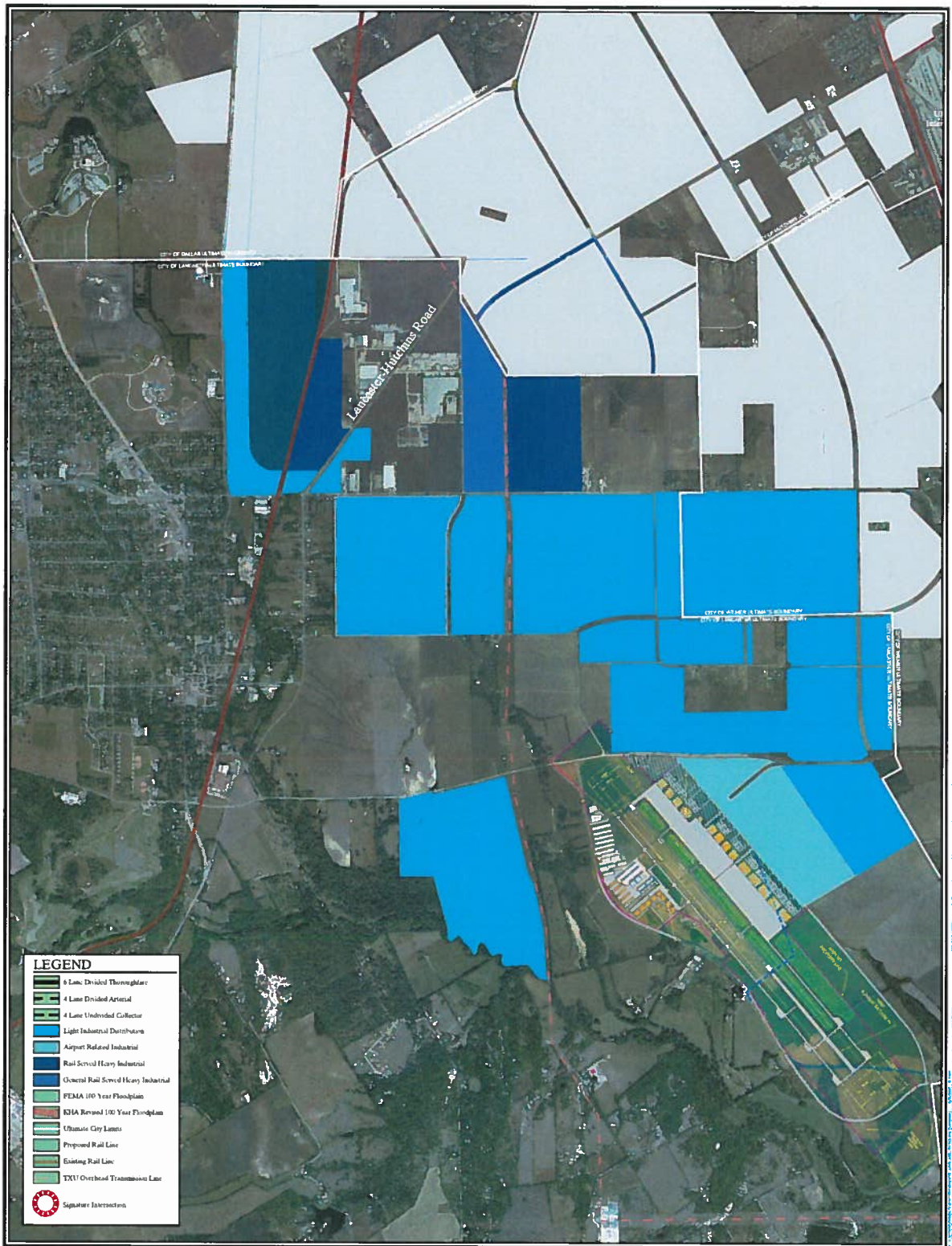


Dunkin Sefko & Associates, Inc.  
Urban Planning Consultants  
Adopted February 25, 2002

## PLATE 7-1 Future Land Use Plan City of Lancaster, Texas

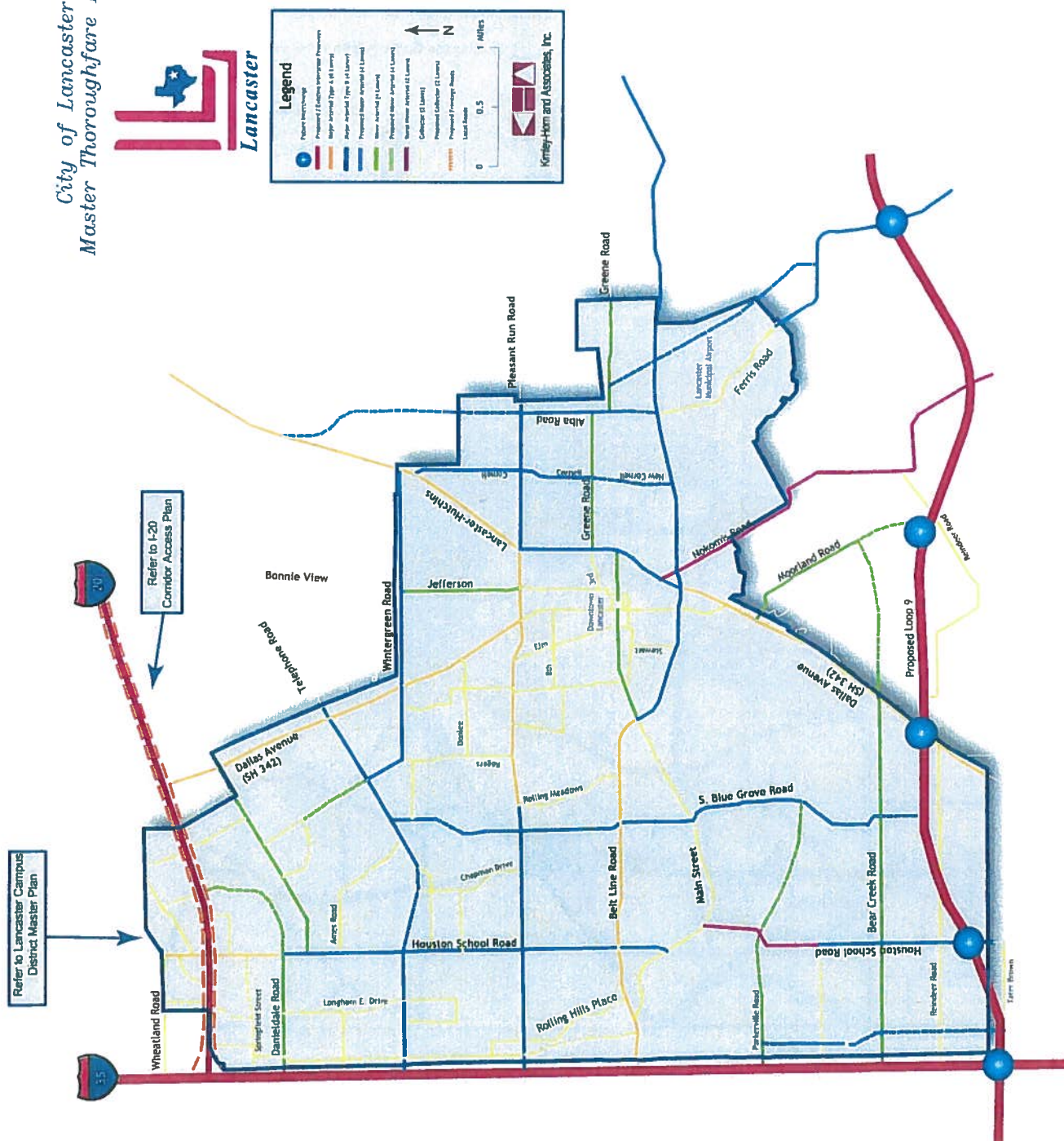


# Exhibit "C"



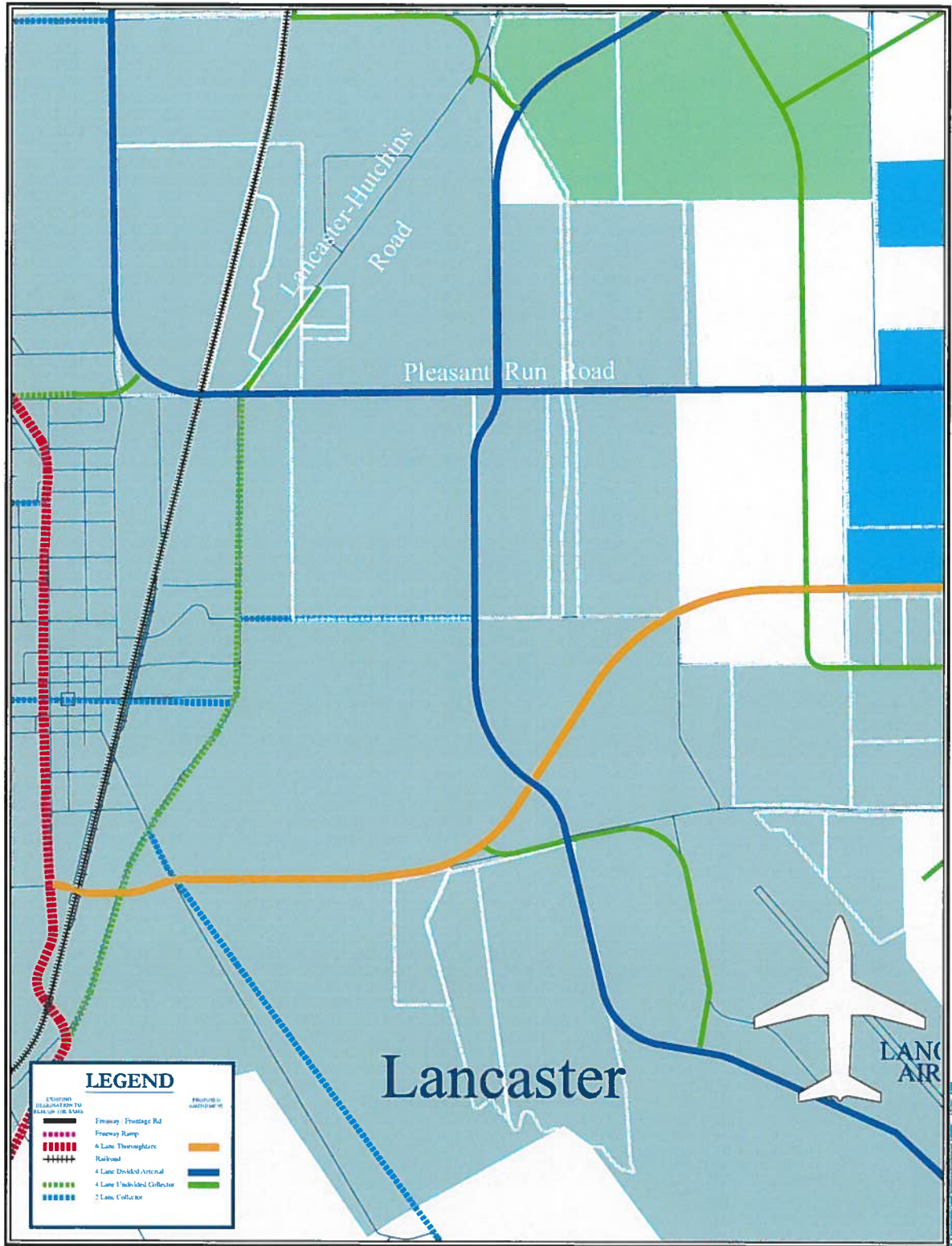
## Conceptual Land Use Plan - Lancaster







# Exhibit "C"



## Lancaster Thoroughfare Exhibit

Kinley-Horn  
and Associates, Inc.

THE  
ALLEN  
GROUP

**DALLAS**  
LOGISTICS  **HUB**



# Exhibit "C"

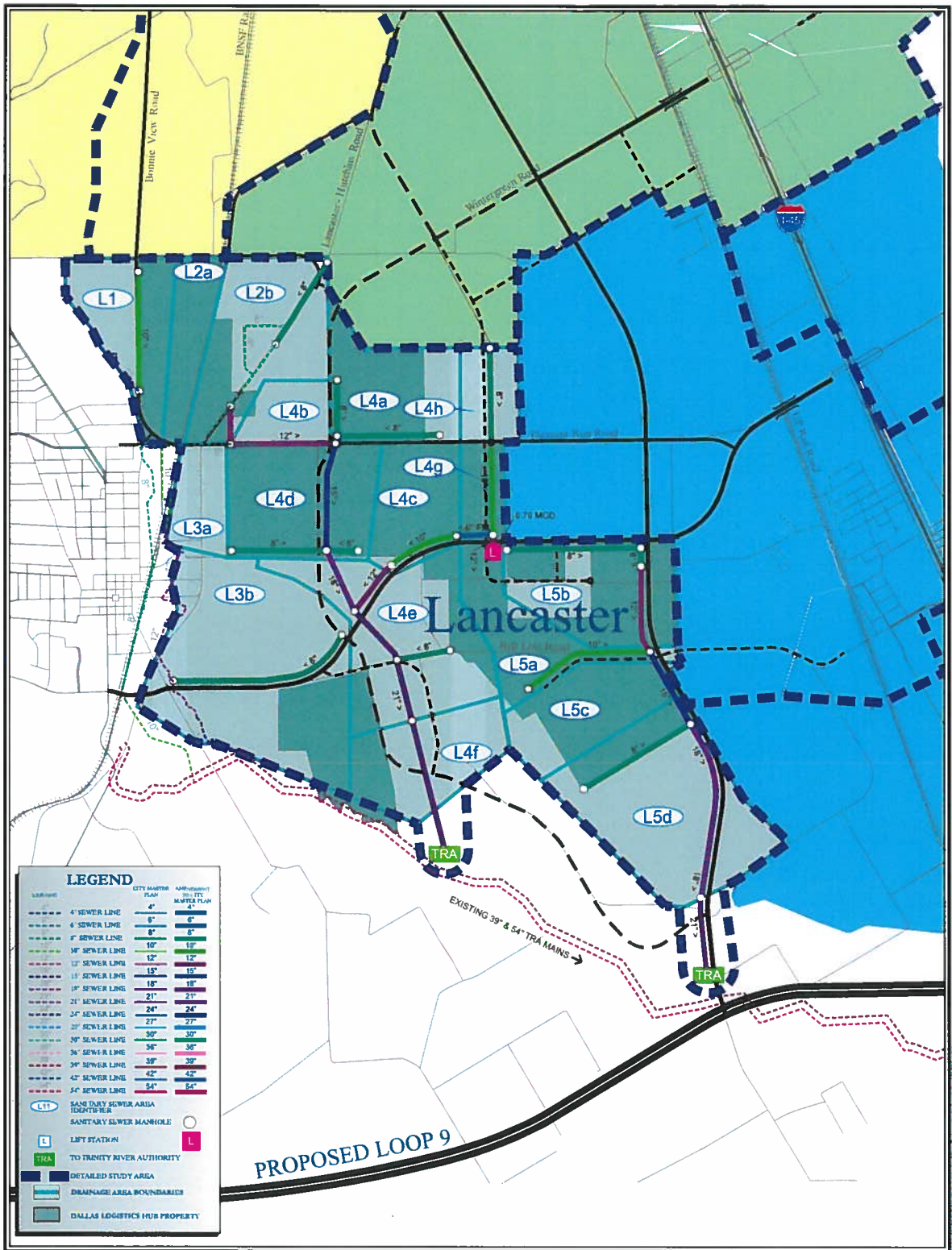


Exhibit A-3: Proposed Sewer Master Plan Amendment



**ORDINANCE NO. 2009-04-10**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TRACT OF LAND OF APPROXIMATELY 55.5 ACRES INTO THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID PROPERTY, HEREINAFTER DESCRIBED IN EXHIBIT "A", WITHIN THE CITY LIMITS AND GRANTING TO ALL THE INHABITANTS AND OWNERS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING ALL INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; PROVIDING FOR A SERVICE PLAN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster has received a request for a voluntary annexation; and

**WHEREAS**, Chapter 43.000 of the Texas Local Government Code and/or Charter of the City of Lancaster, Texas, a home rule municipality and incorporated city, authorizes the annexation of territory, subject to the laws of the state; and

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and/or Charter of the City of Lancaster, Texas, and the laws of this state have been duly followed with respect to the property described in the attached Exhibit "A".

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

**SECTION 1:** That the property being more particularly described in Exhibit "A" (Legal Description), consisting of a total of one page, and Exhibit "B" (Location Map) is hereby annexed to the City of Lancaster, Dallas County, Texas, and that the boundary limits of the City of Lancaster be and the same hereby amended to extend and include the above described territory within the city limits of the City of Lancaster, and that the official Map of the City of Lancaster, Texas, shall be hereby amended, and that the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Lancaster and they shall be bound by the acts, ordinances, resolutions and regulations of said city. Said 55.516 acres of land situated in Dallas County, Texas, is more fully described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof the same as if copied in full herein.

**SECTION 2:** That the annexation service plan required by Chapter 43 of the Texas Local Government Code is approved and attached hereto as Exhibit "C".

**SECTION 3:** That the City Secretary is hereby directed to file with the County Clerk of Dallas, Texas, a certified copy of this ordinance.

**SECTION 4:** That this ordinance shall take effect immediately from and after its passage and the publication of the caption 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 13<sup>th</sup> day of April, 2009.

**APPROVED:**

By: \_\_\_\_\_

Marcus E. Knight, Mayor

**ATTEST:**

By: \_\_\_\_\_

Dolle K. Shane, City Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Robert E. Hager, City Attorney

**METES AND BOUNDS**

55.516 Acres

Jones Green Survey, Abstract No. 503

Dallas County, Texas

**BEING** a tract of land situated in Jones Green Survey, Abstract No. 503, Dallas County, Texas, and being a part of a called 210.93 acre tract (hereinafter referred to as Tract 23) of land described in a Warranty Deed from Pilsner Holding Corp., to DLH Master Parcel ## 22, 23, L.P., recorded as Instrument Number 200600054973 of the Official Public Records of Dallas County, Texas (hereinafter referred to as OPRDCT), and being further described as held on the ground by metes and bounds as follows:

**BEGINNING** at a 5/8-inch iron rod with "KHA" cap set (herein after referred to as 5/8-inch iron rod set) at the intersection of the west line of Sunrise Road and the north line of Green Road;

**THENCE South 88°57'56" West**, along the north line of Green Road, a distance of **2361.50 feet** to a 5/8-inch iron rod set at a southerly corner of a called 8.7728 acre tract described in a Warranty Deed from Elouise Patteson and Harold E. Patteson to Harold H. Hubbard, recorded in Volume 81116, Page 2178 - DRDCT;

**THENCE North 00°58'19" West**, along the east line of said Hubbard tract, a distance of **1030.97 feet** to a 5/8-inch iron rod set at the northeast corner of called 8.7728 acre tract;

**THENCE North 89°07'26" East**, a distance of **2349.94 feet** to a 5/8-inch iron rod set on the west line of Sunrise Road;

**THENCE South 00°55'52" East**, along the west line of Sunrise Road, a distance of **445.51 feet** to a 5/8-inch iron rod set in the west line of Sunrise Road at a "T" intersection with Green Road;

**THENCE South 02°08'51" East**, along the west line of Sunrise Road, a distance of **579.08 feet** to the POINT OF BEGINNING and containing 55.516 acres, more or less.

Bearing system based upon the Texas Coordinate System of 1983 (Grid Azimuth)



A circular notary seal for the State of Texas is visible, partially obscured by a handwritten signature in blue ink. The date "09/30/08" is also handwritten in blue ink over the seal.





Tract 23



City Limits



Parcels

Exhibit B



# Tract 23

Corner of Greene Rd & Sunrise Rd

0 350 700 1,400 Feet

**Exhibit "C"**

**CITY OF LANCASTER, TEXAS  
SERVICE PLAN FOR ANNEXED AREA**

**ANNEXATION ORDINANCE NO.** \_\_\_\_\_

**DATE OF ANNEXATION ORDINANCE:** \_\_\_\_\_

**ACREAGE ANNEXED:** \_\_\_\_\_ 55.5+ acres

A component of the City of Lancaster, Texas 2002 Comprehensive Plan and a mutual boundary agreement with the Cities of Wilmer and Hutchins is the annexation of the Ultimate Development Area to define the boundaries of the City. The intent of this annexation and subsequent annexations is to assure continued, attractive, and efficient growth.

Municipal services shall be provided to the annexed tract(s) of land, by the City of Lancaster, Texas, in accordance with the following provisions and V.T.C.A., Local Government Code, Section 43.056.

**A. POLICE PROTECTION:**

1. Police personnel and equipment from the Lancaster Police Department shall be provided to the area annexed on the effective date of this ordinance.
2. Police protection services shall be provided at a level of services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever is applicable.

**B. FIRE PROTECTION:**

1. Fire protection and Emergency Medical Services (EMS) from the Lancaster Fire Department shall be provided to the area on the effective date of this ordinance.
2. Fire protection services shall be provided at a level of services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever is applicable.

**C. FIRE PREVENTION:**

The services of the City of Lancaster Fire Marshall shall be provided to the area upon the effective date of this ordinance.

D. SOLID WASTE COLLECTION:

1. Solid waste collection shall be provided to the area annexed upon the effective date of this ordinance.
2. Solid waste collection services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever may be applicable.
3. The collection of refuse from individual properties shall be made in accordance with the usual Sanitation Department scheduling. Residential customers may utilize the Dallas County Landfill in accordance with City ordinances.

E. WATER SERVICE:

1. For portions of the annexed area within the City of Lancaster legally certificated area (CCN) the City of Lancaster shall provide water services to this annexed area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City of Lancaster requires developers to construct the necessary infrastructure to meet the needs of the development. This requirement may also include off-site improvements.
2. For portions of the annexed area within the City of Lancaster legally certificated area (CCN), the City of Lancaster shall allow the provision of extensions of water facilities to the areas annexed on the effective date of this ordinance. Such extensions shall be in accordance with Section 14.112 of the Lancaster Development Code, City of Lancaster, and as amended.
3. Connection to existing city water mains for water service will be provided in accordance with existing City Policies. Upon connection to existing mains, water will be provided at rates established by City Ordinance.
4. For portions of the annexed area within the City of Lancaster legally certificated area (CCN), water services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever may be applicable.
5. Water mains installed or improved to City standards within the annexed area which are part of the City of Lancaster water system and are located within dedicated easements, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City of Lancaster upon the effective date of this ordinance.
6. Maintenance of private lines will be the responsibility of the owner or occupant.



7. Where other water districts provide water service, the development shall still meet the City of Lancaster standards for the sizing and construction of utilities.

F. SANITARY SEWER SERVICE:

1. The City of Lancaster shall provide sewer services to this annexed area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City of Lancaster requires developers to construct the necessary infrastructure to meet the needs of the development. This requirement may also include off-site improvements.
2. Connection to existing city sanitary sewer mains for sewage service will be provided in accordance with existing City Policies. Upon connection to existing mains, sanitary sewer collection will be provided at rates established by City Ordinances.
3. Sanitary sewer services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever may be applicable.
4. Sanitary sewer mains and lift stations installed or improved to City Standards within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City of Lancaster upon the effective date of this ordinance.

G. STREETS:

1. Emergency street maintenance shall be provided for publicly dedicated streets or roads within the areas annexed upon the effective date of this ordinance. Routine maintenance will be scheduled as part of the City's annual street maintenance program in accordance with the then current policies and procedures defined by ordinance.
2. Street services shall be provided at a level of services at least equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever may be applicable.

H. PARKS AND RECREATION:

1. The City of Lancaster shall provide parks and recreation services to this annexed area by any of the methods by which it extends the services to any other area of the municipality. For new development, the City of Lancaster requires developers to construct hike/bike trails in keeping with the Parks and Open Space Master Plan, Hike and Bike Trails Master Plan and Streetscape Master Plan. Additionally, new



developments must still satisfy the parkland dedication requirements that call for land or fees in lieu of land for park.

2. Residents within the areas annexed may utilize all existing park and recreation facilities upon the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
3. Additional park and recreation facilities shall be constructed based on Park policies defined in the 2002 Comprehensive Plan and the 2006 Parks and Open Space Master Plan, and further administered through the Parkland Dedication Ordinance (#2006-10-41). The general planned locations and classifications of parks will ultimately serve residents from the current city limits and residents from areas being considered for annexation.

I. ENVIRONMENTAL HEALTH AND CODE ENFORCEMENT SERVICES:

1. Enforcement of current environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles ordinances and animal control ordinances, shall begin within this area upon the effective date of this annexation ordinance.
2. Inspection services, including but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with City Codes and Ordinances will be provided within upon the effective date of this ordinance.
3. The City shall provide the level of Environmental Health and Code Enforcement Services equal to current services available in the City, or equal to the level of services available in other parts of the City with topography, land use and population density similar to those contemplated or projected in the annexed area, whichever may be applicable.

J. MISCELLANEOUS:

Any publicly owned facility, building, or service located within the annexed area shall be operated and maintained by the City upon the effective date of the annexation ordinance.

K. CAPITAL IMPROVEMENTS PROGRAM

If this area is annexed, such areas are immediately eligible for CIP consideration. The City shall, after the effective date of the annexation, initiate the acquisition or construction of capital improvements necessary for providing municipal services adequate to serve the area. The completion of CIP projects shall be substantially completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices. The period for construction of CIP projects may be amended if construction is proceeding with all deliberate speed.

- L. Full municipal services for areas not specifically listed in Sections A-K shall be provided to an annexed area no later than two and one-half years after the effective date of the annexation, unless certain services cannot reasonably be provided within two and one-half years. In that case, the City shall propose a schedule for providing certain services, and the schedule shall provide for the provision of full municipal services no later than four and one-half years after the effective date of the annexation.

**RESOLUTION NO. 2009-06-55**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS TO ASSUME THE OPERATION, MAINTENANCE AND EMERGENCY SERVICE CALLS OF THE ROAD SEGMENTS DEPICTED IN EXHIBIT "A" UNTIL SUCH TIME THAT THESE ROADS ARE FORMALLY ANNEXED INTO THE MUNICIPAL BOUNDARIES OF THE CITY OF LANCASTER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Dallas County Orphan Road Policy contends that full responsibility for maintenance, operation, enforcement, police and emergency services for unincorporated roads that fall within the Orphan Road Policy should rest with the city or cities adjoining these road segments; and,

**WHEREAS**, on August 25, 2003, the City of Lancaster adopted a resolution approving the terms and conditions of the Dallas County Orphan Road Policy; and,

**WHEREAS**, on October 23, 2008, the Dallas County Commissioners Court mailed a letter to the City of Lancaster indicating that the City has completed some recent annexations without including the adjacent roadways; therefore, the City was not in compliance with the Dallas County Orphan Road Policy; and,

**WHEREAS**, on December 25, 2008, the City of Lancaster formally responded to Dallas County to indicate that the City would take over the maintenance, operation, enforcement, police and emergency services of the road segments that can be classified as Orphan Roads; and,

**WHEREAS**, Exhibit "A", which is attached hereto and incorporated herein by reference, depicts the road segments that can be classified as orphan roads under the Dallas County Orphan Road Policy.

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

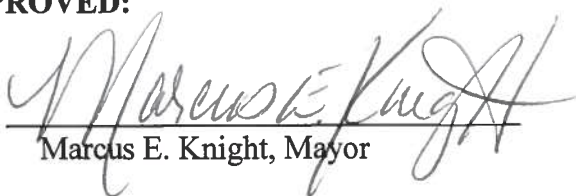
**SECTION 1:** That the county road segments as depicted in Exhibit "A" (Lancaster Orphan Roads), which is attached hereto and incorporated herein by reference, will be maintained, and operated, including traffic control, enforcement and emergency response, by the City of Lancaster, Dallas County, Texas.

**SECTION 2:** This resolution shall also apply to unincorporated road segments that are surrounded on both sides by the City of Lancaster's municipal boundaries.

**SECTION 3:** That this resolution shall take effect immediately from and after its passage.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this 8<sup>th</sup> day of June 2009.

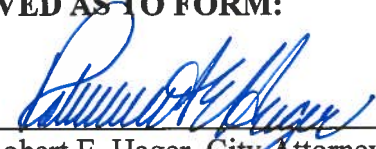
**APPROVED:**

By:   
Marcus E. Knight, Mayor

**ATTEST:**

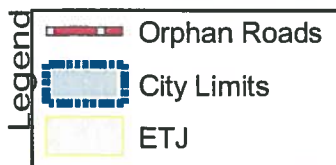
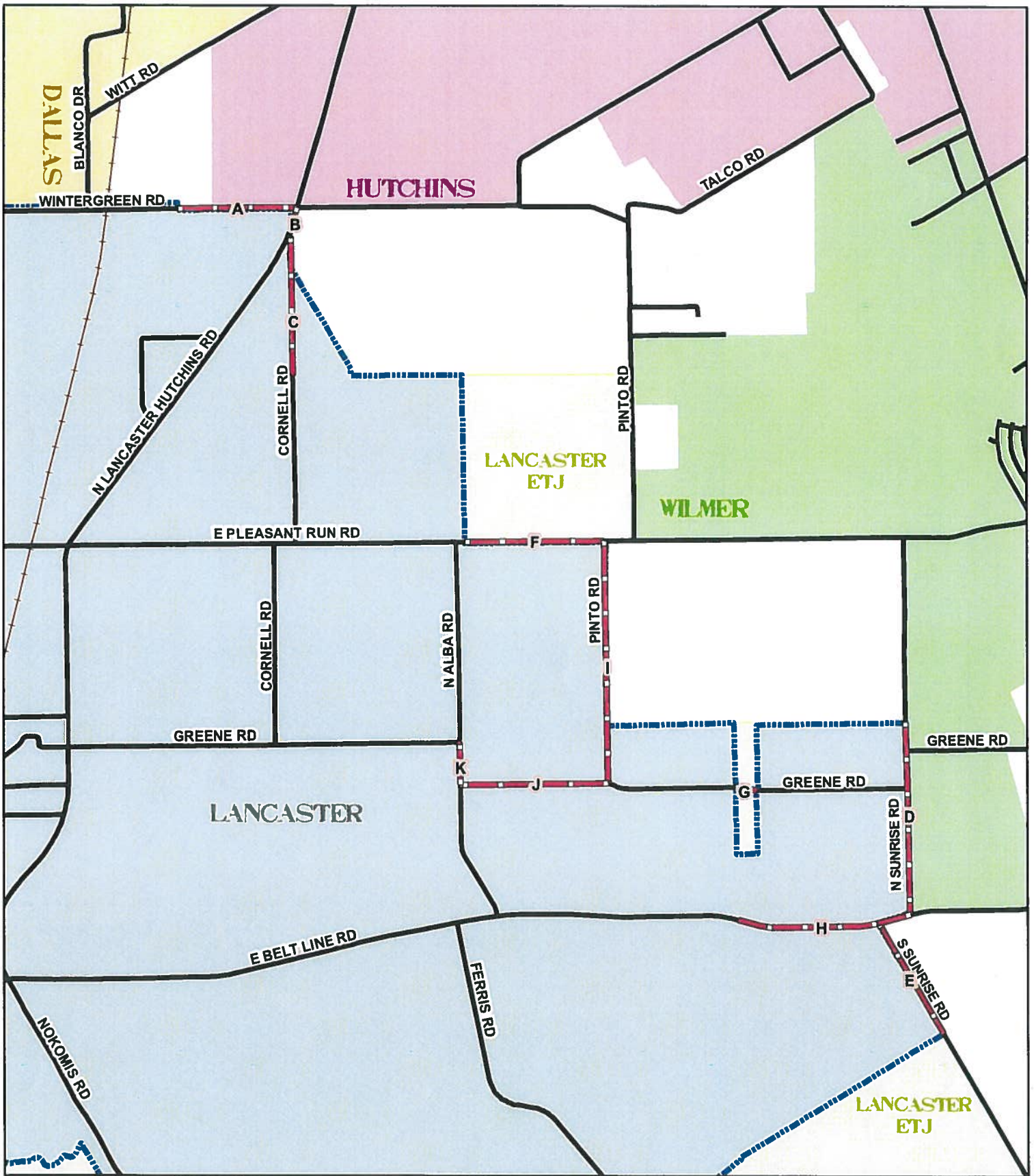
By:   
Dolle K. Shane, City Secretary

**APPROVED AS TO FORM:**

By:   
Robert E. Hager, City Attorney  
(REH/cdb Reviewed & Revised 04/13/09)

**Exhibit “A”**

(Location Map of Lancaster Orphan Roads)



# Lancaster/Wilmer Orphan Roads

Exhibit "A"  
Page 1 of 2



### Lancaster/Wilmer Orphan Roads

ID	Street Name	From Street	To Street	Length/Miles	Length/Feet
A	WINTERGREEN RD	CITY LIMITS	CORNELL RD	0.358	1892.16
B	LANCASTER HUTCHINS RD	WINTERGREEN	CORNELL RD	0.074	392.86
C	CORNELL RD	LANCASTER HUTCHINS RD	2007 CITY LIMITS	0.412	2176.30
D	N SUNRISE RD	CITY LIMITS	E BELT LINE RD	0.578	3052.89
E	S SUNRISE RD	E BELT LINE RD	CITY LIMITS	0.385	2030.54
F	E PLEASANT RUN RD	CITY LIMITS	PINTO RD	0.419	2209.72
G	GREENE RD	CITY LIMITS	CITY LIMITS	0.064	336.92
H	E BELT LINE RD	S SUNRISE RD	2007 CITY LIMITS	0.525	2772.93
I	PINTO RD	PLEASANT RUN RD	GREENE RD	0.730	3852.17
J	GREENE RD	PINTO RD	N ALBA RD	0.444	2343.18
K	N ALBA RD	GREENE RD	GREENE RD	0.128	677.85
<b>Total</b>				<b>4.117</b>	<b>21737.54</b>

Attachment A

RESOLUTION NO. 2003-08-47(R)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE DALLAS COUNTY ORPHAN ROAD POLICY BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND DALLAS COUNTY FOR REQUIRING THE ANNEXATION OF UNINCORPORATED ROADWAYS RIGHT-OF-WAYS AUTHORIZING ITS EXECUTION BY THE MAYOR, REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The Dallas County Orphan Road Policy contends that full responsibility for maintenance, operation, enforcement, police and emergency service for unincorporated roads should rest with the city or cities adjoining these segments. and

**WHEREAS,** The County is asking the City to develop, commit to and submit a plan to the County for completing the annexation of the Orphan Road segments and assuming full responsibility for these roadways

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

- Section 1. The Dallas County Orphan Road Policy , attached hereto as Attachment B, having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.
- Section 2. That the Mayor of the City of Lancaster, Texas are authorized to execute the appropriate documents to implement this Agreement.
- Section 3. That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.
- Section 4. That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.
- Section 5. That this Resolution shall take effect immediately from and after its passage, and it is duly resolved.

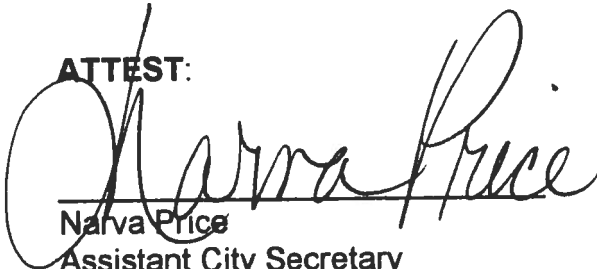
**DULY PASSED AND APPROVED** by the City Council of the City of Lancaster, Texas, this

25<sup>th</sup> DAY OF August, 2003

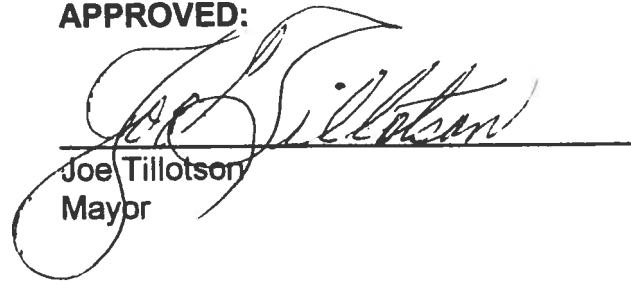


**Attachment A**

**ATTEST:**

  
\_\_\_\_\_  
Narva Price  
Assistant City Secretary

**APPROVED:**

  
\_\_\_\_\_  
Joe Tillotson  
Mayor

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Robert E. Hager, City Attorney

## Attachment B

### Dallas County Orphan Road Policy

#### DEFINITION

**Orphan Road** -- all or part of a street or road right-of-way which is outside the incorporated limits of a municipality (or municipalities) and the incorporated area of the municipality (or municipalities) abuts or extends into the right-of-way. These roadway segments have, in effect, been "orphaned" by the abutting city (or cities) that they serve in that they have been left unincorporated. Thus Dallas County has primary responsibility for maintenance, operation, enforcement, police and/or emergency services within these unincorporated rights-of-way.

#### POLICY INTENT

Dallas County contends that full responsibility for maintenance, operation, enforcement, police and emergency services for these roadway segments should rest with the city (or cities) adjoining these segments. Generally, the major traffic usage of these segments is for access to property within the adjoining city (or cities) as with typical city streets. The adjoining city (or cities) is (are) responsible for providing emergency services, police and fire protection to the properties abutting the Orphan Road segment. In most instances these Orphan segments are isolated and significantly distant from the truly unincorporated areas of the County, where the County provides the only services. These segments could be more easily and quickly served by City police, fire and other service providers who have responsibility in the immediate area than by the County. Parking controls, control of access, speed limits and other aspects of traffic operations are typically influenced by abutting property development and usage which is under the control of the city (or cities).

Orphan road segments often cause confusion, uncertainty and, sometimes, critical delay in determining proper jurisdiction and in providing necessary services to the public. It is with the intent of improving these circumstances and the overall delivery of services to the citizens that Dallas County desires to eliminate Orphan Roads from the County's Road Inventory. This Policy is established to encourage municipalities adjacent to these Orphan Road segments to annex the rights-of-way and to assume full responsibility for providing services therein.

#### POLICY STATEMENT

1. Dallas County encourages all cities adjacent to Orphan Roads in Dallas County to develop, commit to and submit a plan to the County for completing the annexation of the Orphan Road segments and assuming full responsibility for these roadways. In instances where two cities abut the same Orphan Road segment, the County encourages the two cities to jointly develop a plan for the annexation of that segment. Dallas County offers its assistance to the cities in developing such plans.

## Attachment B

2. Dallas County, at the discretion of the Commissioners Court, may give additional selection value to projects in cities that have submitted a specific plan for the annexation of Orphan Roads when the County selects, approves and schedules projects for funding in the County's Major Capital Improvement Program (MCIP). Such preference may also be given in approving projects for Road and Bridge District participation (Type "B" work).
3. Dallas County, at the discretion of the Commissioners Court, may also refuse to participate in discretionary projects, such as Road and Bridge District projects or MCIP projects, in a city that elects not to pursue the annexation of Orphan Road segments that abut its boundaries. Failure to notify the County of the city's intent to annex and/or failure to submit a plan for annexation in a timely manner shall be construed by the County as the city's election not to pursue annexation.
4. Dallas County, at the discretion of the Commissioners Court, may select specific Orphan Road segments for improvement when a city commits to annexation of the segment upon completion of the project. However, the specific plan for annexation of Orphan Roads submitted by the city will not be limited to annexation upon completion of improvements by Dallas County. Dallas County improvements may be made as Road and Bridge projects or as MCIP projects (subject to other MCIP criteria including Regional Thoroughfare Plan designation and city cost participation).
5. This policy application is prospective and projects selected by the County and approved by the Commissioners Court prior to the date of the adoption of this policy shall not be impacted by this policy.
6. Dallas County shall provide written notification of the adoption of, and future revisions of, this policy to the cities abutting Orphan Road segments.
7. The Dallas County Director of Public Works shall maintain a listing of Orphan Roads and the city or cities they abut and shall provide updates to the Commissioners Court and to the cities as changes occur. The listing and changes to the listing shall be based on municipal boundary and annexation information provided to Dallas County Public Works by the cities.

# Attachment C


## ATTACHMENT 1

### ORPHAN ROADS BY CITY

CITY	ROADWAY	LIMITS	DISTANCE	TOTAL
Balch Springs *	Alexander Road	Lasater Rd to IH20	0.273 mi.	0.273 mi.
Cedar Hill	Clark Rd	Danielsdale Rd to Couch Ln	0.578 mi.	0.578 mi.
Combine	Ballard Rd	Combine Rd to approx 600ft	0.110 mi.	
	Bois D'Arc Rd	Combine Rd to Bilindsay Rd	1.759 mi.	
	Combine Rd	Seagoville CL to FM 1389	1.990 mi.	
	Haines Rd	Combine Rd to Kaufman Co Ln	1.976 mi.	5.835 mi.
Dallas	Shady Grove Rd	Irving CL to Dallas CL	0.230 mi.	
	Skyline Drive	Grand Prairie CL to SE 14th St	0.187 mi.	
	Spur 482/Storey Ln	Elm Fork Bridge	0.430 mi.	0.847 mi.
DeSoto	Polk St	DeSoto CL to DeSoto CL	0.480 mi.	0.480 mi.
Duncanville	Clark Rd	# See Cedar Hill	0.578 mi.	0.578 mi.
Glenn Heights	Hampton Rd	DeSoto CL to Ellis Co Ln	1.326 mi.	
	Uhl Rd	Ellis Co Ln to Bear Creek Rd	1.932 mi.	
	Uhl Rd	Bear Creek to DeSoto CL	0.357 mi.	
	Westmoreland Rd	Little Creek to Ellis Co Ln	0.100 mi.	3.715 mi.
Grand Prairie	Hardy Rd	SE 14th St to end of road	0.140 mi.	
	Hunter Ferrell Rd	Grand Prairie CL to Mac Arthur Blvd	2.403 mi.	
	MacArthur Blvd	Hunter Ferrell to W. Fork Trinity Riv	0.650 mi.	
	Rock Island Rd	Ror Orr Blvd to Irving CL	1.885 mi.	
	SE 14th St	Spur 303 to FM 1382	0.871 mi.	5.949 mi.
Hutchins	Cleveland Rd	IH45 FR to Hutchins CL	1.300 mi.	
	Dowdy Ferry Rd	Hutchins CL to Hutchins CL	0.390 mi.	
	Langdon Rd	Hutchins CL to east end	1.020 mi.	
	Post Oak Rd	Hutchins CL to Hutchins CL	0.210 mi.	
	SH310/Central Expwy	Dallas CL to Dallas CL	0.101 mi.	
	Talco Rd	Wilmer CL to Vanderbilt Rd	0.230 mi.	
	Talco Rd	Wintergreen Rd to Wilmer CL	0.440 mi.	
	Vanderbilt Rd	Talco Rd to 528 ft north	0.100 mi.	
	Wintergreen Rd	Lancaster CL/Lancaster-Hutchins Rd	0.260 mi.	
	Wintergreen Rd	Lancaster-Hutchins Rd to Talco Rd	0.660 mi.	
	Wintergreen Rd	Talco Rd to Hutchins CL	0.410 mi.	5.121 mi.

April 14, 2002

# Attachment C

CITY	ROADWAY	LIMITS	DISTANCE	TOTAL
Irving	Hunter Ferrell Rd MacArthur Blvd Rock Island Rd Shady Grove Rd Spur 482/Storey Ln	#See Grand Prairie #See Grand Prairie #See Grand Prairie #See Dallas #See Dallas	2.403 mi. 0.650 mi. 1.885 mi. 0.230 mi. 0.430 mi.	5.598 mi.
 Lancaster	Belt Line Rd Greene Rd Lancaster-Hutchins Rd Pinto Rd Wintergreen Rd	Lancaster CL to 606 ft east Alba Rd to Pinto Rd Wintergreen Rd to Cornell Rd Greene Rd to 1082 ft north #See Hutchins	0.114 mi. 0.441 mi. 0.070 mi. 0.205 mi. 0.260 mi.	1.090 mi.
Mesquite *	Belt Line Rd Lawson Rd McKenzie Rd Pioneer Rd Shannon Road	Lake June Rd to Pioneer Rd Scyene Rd to 2212 ft south Pioneer Rd to Balch Springs CL Belt Line Rd to McKenzie Rd Mesquite CL to Mesquite CL	1.042 mi. 0.419 mi. 1.030 mi. 0.265 mi. 0.341 mi.	3.097 mi.
Rowlett	Dalrock Rd Elm Grove Rd Elm Grove Rd	Rowlett CL to Rowlett CL Rowlett CL to Rowlett CL Vinson Rd to Garland CL	0.265 mi. 0.114 mi. 0.038 mi.	0.417 mi.
Wilmer	Belt Line Rd Belt Line Rd Belt Line Rd Cottonwood Valley Goode Rd Greene Rd Lavender Rd Mars Rd Mars Rd Miller-Ferry Rd Pinto Rd Pleasant Run Rd Pleasant Run Rd Sunrise Rd	Sunrise Rd (east) to Wilmer CL Manson Rd to Wilmer CL IH45 to Wilmer CL IH45 to Goode Rd Fulghum Rd to Mars Rd Wilmer CL to Wilmer CL Wilmer CL to Miller-Ferry Rd Goode Rd to Wilmer CL Wilmer CL to Roberts Rd Wilmer CL to Lavender Rd Talco Rd to Pleasant Run Rd Pinto Rd (east) to Sunrise Rd Sunrise Rd to Goode Rd Belt Line Rd to Pleasant Run Rd	0.357 mi. 0.162 mi. 1.326 mi. 0.340 mi. 2.750 mi. 0.380 mi. 0.511 mi. 0.207 mi. 0.199 mi. 0.360 mi. 0.960 mi. 0.810 mi. 1.002 mi. 1.140 mi.	10.504 mi.
Wylie	County Line Rd Pleasant Valley Rd	Collin Co.Ln to Rockwall Co. Line Elm Grove to Unincorporated Area	0.189 mi. 0.284 mi.	0.473 mi.

\*Balch Springs is presently investigating the possible annexation through ETJ of certain roadways listed for Mesquit

# Wilmer City Council

## Regular Meeting

Thursday, August 18, 2016 at 7:00 pm



Serving Our Community

*Pursuant to the Texas Government Code, Chapter 551, the Wilmer City Council will conduct a Meeting on the aforementioned date and time at the Wilmer Community Center located at 101 Davidson Plaza in Wilmer, Texas to consider the following:*

---

### CALL TO ORDER

### INVOCATION

### PLEDGE OF ALLEGIANCE

### PROCLAMATION

**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.*

### COMMUNITY INTEREST

**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 for the Meeting held on August 4, 2016.
2. Ratification of expenditures through August 9, 2016.
3. Consider Ordinance No.16-0818A annexing remaining unincorporated portions of W. Pleasant Run Road between Sunrise and Pinto Roads. (A2016-02)
4. Consider Ordinance No.16-0818B annexing remaining unincorporated portions of Pinto Road between W. Pleasant Run and Talco Roads. (A2016-03)
5. Consider Ordinance No.16-0818C annexing remaining unincorporated portions of Sunrise Road between W. Pleasant Run and Belt Line Roads. (A2016-04)
6. Consider Ordinance No.16-0818D on a request by WHL Dallas 45, LLC for voluntary annexation of a 2.0± acre tract of land, said property being generally located on the east side of Pinto Road, approximately 1,600± feet south of Talco Road, in Dallas County, Texas (legal description: DCAD #65029934010080100 – Tract 8.1 in the Thomas J. Campbell Survey, Abstract No. 299, Page 340, Dallas County, Texas; also cited as 1736 Pinto Road in Dallas Central Appraisal District records). (A2016-05 – Parcel #6)

7. Consider Ordinance No.16-0818E on a request by WHL Dallas 45, LLC for voluntary annexation of a 1.0± acre tract of land, said property being generally located on the east side of Pinto Road, approximately 1,750± feet south of Talco Road, in Dallas County, Texas (legal description: DCAD #65029934010080300 – Tract 8.3 in the Thomas J. Campbell Survey, Abstract No. 299, Page 340, Dallas County, Texas; also cited as 1734 Pinto Road in Dallas Central Appraisal District records). (A2016-05 – Parcel #7)
8. Consider Ordinance No.16-0818F on a request by WHL Dallas 45, LLC for voluntary annexation of a 103.7± acre tract of land, said property being generally located at the southeast corner of W. Pleasant Run Road and Pinto Road, in Dallas County, Texas (legal description: DCAD #65112838510030000 –Tract 3 in the Middleton Perry Survey, Abstract No. 1128, Page 385, Dallas County, Texas; also cited as 1900 W. Pleasant Run Road in Dallas Central Appraisal District records). (A2016-05 –Parcel #9)
9. Consider Ordinance No.16-0818G on a request by WHL Dallas 45, LLC for voluntary annexation of a 53.0± acre tract of land, said property being generally located on the east side of Pinto Road, approximately 2,000± feet south of W. Pleasant Run Road, in Dallas County, Texas (legal description: DCAD #65112838510040000 –Tract 4 in the Middleton Perry Survey, Abstract No.1128, Page 385, Dallas County, Texas; also cited as 1300 Pinto Road in Dallas Central Appraisal District records).(A2016-05–Parcel #10)
10. Consider Ordinance No.16-0818H on a request by WHL Dallas 45, LLC for voluntary annexation of a 157.4± acre tract of land, said property being generally located at the southwest corner of W. Pleasant Run Road and Sunrise Road, in Dallas County, Texas (legal description: DCAD #65050314010010000 – Tract 1 in the Jones Green Survey, Abstract No. 503, Page 140, Dallas County, Texas; also cited as 500 W. Pleasant Run Road in Dallas Central Appraisal District records). (A2016-05 – Parcel #12)
11. Consider Ordinance No.16-0818I on a request by WHL Dallas 45, LLC for voluntary annexation of a 2.0± acre tract of land, said property being generally located on the west side of Sunrise Road, approximately 750± feet south of W. Pleasant Run Road, in Dallas County, Texas (legal description: DCAD #65050314010040000 –Tract 6 in the Jones Green Survey, Abstract No. 503, Page 140, Dallas County, Texas; also cited as 207 Sunrise Road in Dallas Central Appraisal District records). (A2016-05 – Parcel #11)
12. Consider Ordinance No.16-0818J on a request by Omnicrest LLC/WWM Partnership Trust for voluntary annexation of a 50.0± acre tract of land, said property being generally located on the south side of E. Pleasant Run Road, approximately 1,000± feet east of Interstate Highway 45, in Dallas County, Texas (legal description: DCAD # 65127160510040000 –Tract 4 in the Robert Sloan Survey, Abstract No. 1271, Page 605, Dallas County, Texas; also cited as 600 E. Pleasant Run Road in Dallas Central Appraisal District records). (A2016-06)
13. Consider Resolution No.R16-0818A Authorizing the Mayor to Sign a License Agreement with Rise Broadband for the Use of a City Water Tower.

## **PUBLIC HEARING(S)**

14. Conduct a public hearing, discuss and consider Ordinance No. 16-0818K on a request by Omnicrest LLC/WWM Partnership Trust to establish Light Industrial (I1) as the appropriate zoning classification for a 50.0± acre tract of land, said property being generally located on the south side of E. Pleasant Run Road, approximately 1,000± feet east of Interstate Highway 45, in Dallas County, Texas (legal description: DCAD # 65127160510040000 – Tract 4 in the Robert Sloan Survey, Abstract No. 1271, Page 605, Dallas County, Texas; also cited as 600 E. Pleasant Run Road in Dallas Central Appraisal District records). (Z2016-03)

## **ACTION ITEMS**

15. Discuss and Consider Resolution No. R16-0818B Authorizing the Mayor to Sign an Abatement Agreement with Skyhawk Partners, LLC on a 24.34 Acre Parcel Generally Located on the east side of IH-45, approximately 1,000± feet south of Fulghum Road.

## **DISCUSSION ITEM(S)**

16. Presentation of Series 2016 Tax Note Issue by First Southwest

## **EXECUTIVE SESSION**

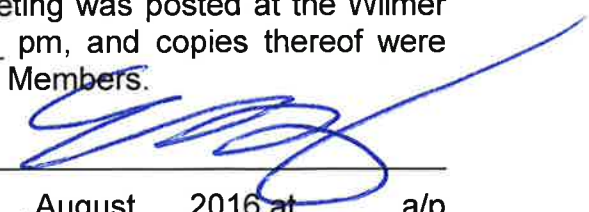
None

## **ADJOURNMENT**

**EXECUTIVE SESSION:** The Council reserves 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:** The Municipal Center is wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-441-6373, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

**CERTIFICATE:** I hereby certify the above Notice of Meeting was posted at the Wilmer City Hall on Monday, August 15, 2016 at 5:00 pm, and copies thereof were provided to the Mayor, Mayor Pro-Tempore, and Council Members.

Elizabeth Lopez, City Secretary 

Confirmation of Agenda Removal by \_\_\_\_\_, August \_\_, 2016 at \_\_\_\_\_ a/p



## **WILMER CITY COUNCIL**

### **Agenda Communication August 18, 2016**

AGENDA ITEM

**5**

#### **Consider Ordinance No. 16-0818C on the annexation of unincorporated portions of Sunrise Road (generally between Sunrise and Pinto Roads in Dallas County, Texas)**

#### **Request:**

The City has initiated annexation of unincorporated portions of Sunrise Road, between W. Pleasant Run and Belt Line Roads, in conjunction with anticipated development of abutting properties in this area (Prime Pointe) and at the request of Dallas County.

#### **Background and Factual Information:**

Due to the anticipated development of abutting properties in this area (Prime Pointe), Dallas County has requested that the City annex as yet unincorporated portions of the road and its ultimate associated right-of-way (80' width) such that Sunrise Road will become the City of Wilmer's jurisdiction. This annexation proceeding would annex such unincorporated portions from W. Pleasant Run Road south to Belt Line Road.

#### **Planner's Comments:**

At its July 21, 2016 meeting, the City Council held both required public hearings on the proposed road right-of-way annexation. The Council is now being asked to consider adoption of the associated annexation ordinance (attached hereto).

We have no problem with annexing this portion of Sunrise Road, as the County has requested.

#### **Property Owner Notification:**

Proper notice has been published as may be required by State law (no private/personal notice to private property owners is required).

#### **Options/Alternatives:**

Option #1: Approve the annexation of unincorporated portions of Sunrise Road, and adopt Ordinance No. 16-0818C; or

Option #2: Not approve the annexation of unincorporated portions of Sunrise Road at this time.

#### **Attachments:**

Ordinance No. 16-0818C

**Prepared and Submitted By:** Sherry Sefko, City Planner

**Date:** August 15, 2016

**ORDINANCE NO. 16-0818C**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILMER, TEXAS ANNEXING UNINCORPORATED PORTIONS OF SUNRISE ROAD, AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, INTO THE CITY OF WILMER, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF THE CITY SO AS TO INCLUDE SAID PROPERTY WITHIN THE CITY LIMITS; GRANTING TO ALL INHABITANTS AND OWNERS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING ALL INHABITANTS AND OWNERS BY ALL OF THE ORDINANCES, ACTS, RESOLUTIONS AND REGULATIONS OF THE CITY OF WILMER; ADOPTING A SERVICE PLAN AS EXHIBIT "B" ATTACHED HERETO; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, State law authorizes the annexation of territory; and

**WHEREAS**, this ordinance pertains to the following public street rights-of-way, which are more particularly described and identified in Exhibit "A", attached hereto and incorporated herein:  
1.1± miles of Sunrise Road, generally located between W. Pleasant Run Road and Belt Line Road in Dallas County, Texas; and

**WHEREAS**, the property is adjoining the present City limits of the City of Wilmer, and the City of Wilmer is authorized to annex the property; and

**WHEREAS**, the City Council finds that the required notices have been given and the required public hearings have been held, pursuant to Chapter 43 of the Texas Local Government Code; and

**WHEREAS**, the City Council has determined that a service plan for the property should be prepared and adopted in conjunction with annexation of the property, and said service plan is attached hereto as Exhibit "B" and incorporated herein for all purposes; and

**WHEREAS**, the procedures prescribed by the Texas Local Government Code and the laws of the State of Texas have been duly followed with respect to annexation of the Property;

**WHEREAS**, as this annexation will cause an area not in the City to be entirely surrounded, the City Council finds that the annexation surrounding the area not in the City is in the public interest; and

**WHEREAS**, the City Council has determined that it is in the best interests of the City to annex the property into the City, and the members of the City Council have concluded that said area should be annexed and made a part of the City of Wilmer, Texas.

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

**SECTION 1.** The property, described as the public street right-of-way for 1.1± miles of Sunrise Road, generally located between W. Pleasant Run Road and Belt Line Road and being more

specifically described in Exhibit "A", attached hereto and incorporated herein, situated within the exclusive extraterritorial jurisdiction of the City and adjacent and contiguous thereto, is hereby annexed for all municipal purposes into the corporate limits of the City of Wilmer, Texas, and said corporate limits are hereby extended so as to include the property. The official city limits map of the City of Wilmer, Texas shall be hereby amended to include the property within the City's corporate limits, and the inhabitants of the annexed area shall hereafter be entitled to all of the rights and privileges of other citizens of the City of Wilmer and shall be bound by the ordinances, acts, resolutions and regulations of the City of Wilmer.

**SECTION 2.** The service plan for the Property, attached hereto as Exhibit "B" and incorporated herein for all purposes, is hereby approved and adopted as part of this ordinance.

**SECTION 3.** That all ordinances of the City of Wilmer, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 4.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, or the City of Wilmer, Texas Code or Ordinances, as amended hereby, which shall remain in full force and effect.

**SECTION 5.** That the recitals within this ordinance are hereby incorporated into the body of this ordinance as if fully set forth in this section, and are hereby found and declared to be true and correct legislative findings and are adopted as part of this ordinance for all purposes.

**SECTION 6.** This ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and City Charter in such cases provide.

**DULY PASSED AND APPROVED** by the City Council of the City of Wilmer, Texas, this the \_\_\_\_ day of \_\_\_\_\_, 2016.

Approved:

\_\_\_\_\_  
Casey Burgess, Mayor

Attest:

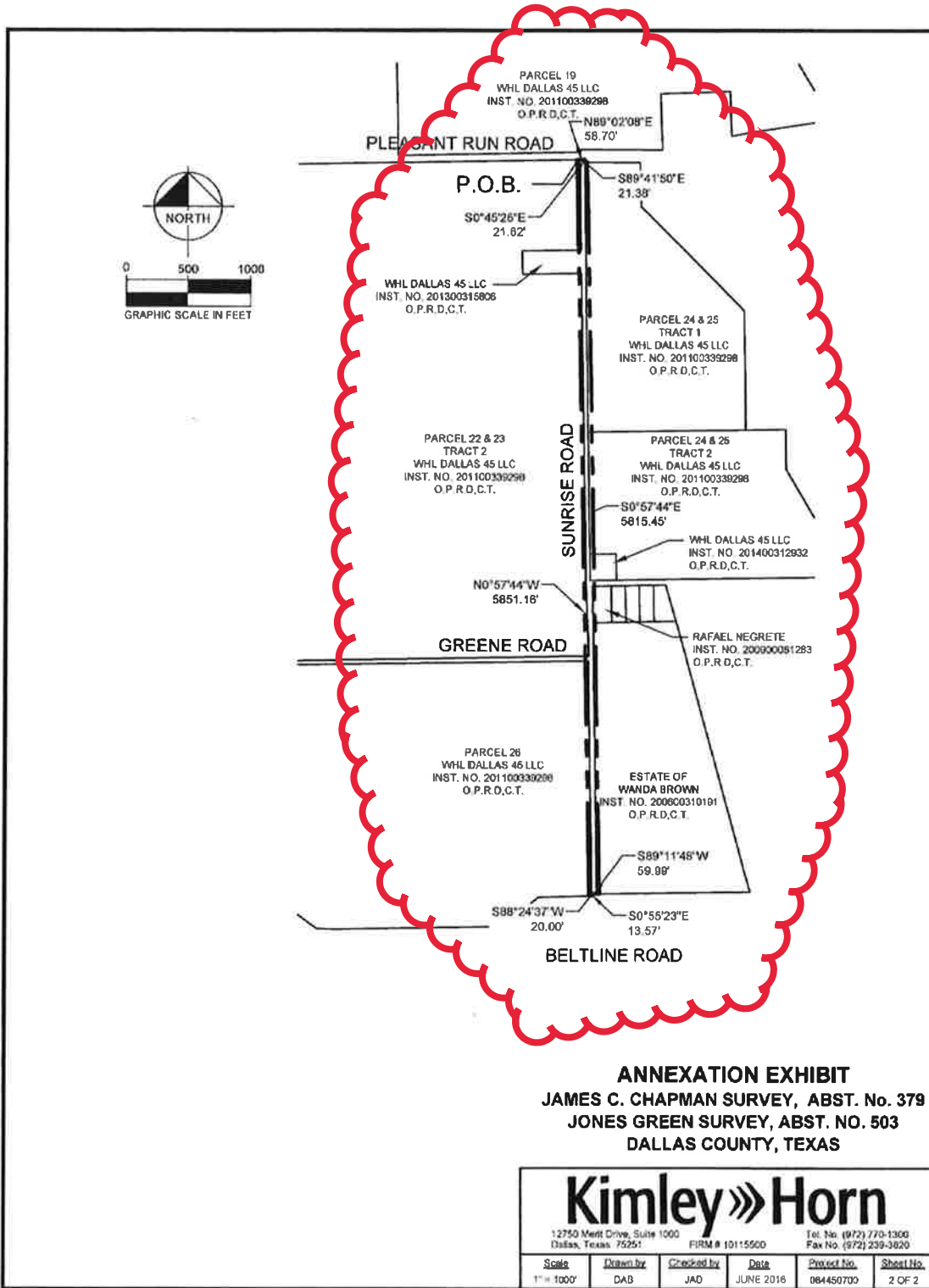
\_\_\_\_\_  
Elizabeth Lopez, City Secretary

Approved as to Form:

\_\_\_\_\_  
Michael Halla, City Attorney

ORDINANCE NO. 16-0818C

EXHIBIT "A"



**ORDINANCE NO. 16-0818C**

**EXHIBIT "A", cont'd.**

**LEGAL DESCRIPTION**

**10.72 ACRES**

**BEING** a tract of land out of the James C. Chapman Survey, Abstract No. 379 and the Jones Green Survey, Abstract No. 503 in Dallas County, Texas, being all a generally recognized road known as Sunrise Road from Pleasant Run Road to Beltline Road, being part of a tract of land described as Parcel 24 and 25, Tract 1 in deed to WHL Dallas 45 LLC recorded in Instrument No. 201100339298 of the Official Public Records of Dallas County, Texas, being part of a tract of land described as Parcel 24 and 25, Tract 2 in deed to WHL Dallas 45 LLC recorded in Instrument No. 201100339298 of the Official Public Records of Dallas County, Texas, being part of a 1.00 acre tract of land described in deed to WHL Dallas 45 LLC recorded in Instrument No. 201400312932 of the Official Public Records of Dallas County, Texas, being part of Greene Road, a generally recognized road, being part of a tract of land described in deed to Rafael Negrete recorded in Instrument No. 200900081283 of the Official Public Records of Dallas County, Texas, being part of a tract of land described in deed to the Estate of Wanda Brown recorded in Instrument No. 200600310191 of the Official Public Records of Dallas County, Texas, being part of a tract of land described as Parcel 26 in deed to WHL Dallas 45 LLC recorded in Instrument No. 201100339298 of the Official Public Records of Dallas County, Texas, being part of a tract of land described as Parcel 23 and 23, Tract 2 in deed to WHL Dallas 45 LLC recorded in Instrument No. 201100339298 of the Official Public Records of Dallas County, Texas, being part of a tract of land described in deed to WHL Dallas 45 LLC recorded in Instrument No. 201300315806 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

**BEGINNING** at a point in the south right-of-way line of Pleasant Run Road (variable width ROW) from which the northeast corner of said Parcel 23 and 23, Tract 2 bears North 89°02'08" East, 20.00 feet;

**THENCE** with the said south right-of-way line, the following courses and distances to wit:

North 89°02'08" East, a distance of 58.70 feet to a point for corner;  
South 0°45'26" East, a distance of 21.62 feet to a point for the northwest corner of said Parcel 24 and 25, Tract 1;

**THENCE** continuing with said south right-of-way line, South 89°41'50" East, a distance of 21.38 feet to a point for corner;

**THENCE** leaving said south right-of-way line, South 0°57'44" East, a distance of 5815.45 feet to a point for corner in the north right-of-way line of Beltline Road (variable width ROW);

**THENCE** with said north right-of-way line, South 89°11'48" West, a distance of 59.99 feet to a point for corner in the east line of said Parcel 26;

**ORDINANCE NO. 16-0818C**

**EXHIBIT "A", cont'd.**

**THENCE** with said east line and said north right-of-way line of Beltline Road, South 0°55'23" East, a distance of 13.57 feet to a point for corner;

**THENCE** continuing with said north right-of-way line, South 88°24'37" West, a distance of 20.00 feet to a point for corner;

**THENCE** leaving said north right-of-way line of Beltline Road, North 0°57'44" West, a distance of 5851.16 feet to the **POINT OF BEGINNING** and containing 10.72 acres of land.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Dana Brown  
Registered Professional Land Surveyor No. 5336  
Kimley-Horn and Associates, Inc.  
12750 Merit Drive, Suite 1000  
Dallas, Texas 75251  
Ph. 972-770-1300  
dana.brown@kimley-horn.com



**ORDINANCE NO. 16-0818C**

**EXHIBIT "B"**

**ANNEXATION SERVICE PLAN**

In connection with the annexation, by the City of Wilmer, Dallas County, Texas, of the tract of land described in Exhibit "A", the following service plan is adopted as required by Section 43.056 of the Texas Local Government Code.

The City of Wilmer, Texas will, to the extent it provides or authorizes such services itself or through contractual arrangements with other entities, provide the following services in the area upon the effective date of the annexation of the area:

- (1) Police protection;
- (2) Fire protection;
- (3) Emergency medical services;
- (4) Solid waste collection;
- (5) Operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
- (6) Operation and maintenance of roads and streets, including road and street lighting;
- (7) Operation and maintenance of parks, playgrounds, and swimming pools; and
- (8) Operation and maintenance of any other publicly owned facility, building, or service.

The City of Wilmer will also provide other services such as planning, zoning, code enforcement, subdivision regulation, animal control, court, construction codes and general administration, to the extent it now provides any such service, on the effective date of the annexation. Capital services will be provided to the area in accordance with the development regulations of the City of Wilmer at the sole cost of the developers thereof.

Miscellaneous provisions:

- (1) This service plan is valid for ten years. Renewal of the service plan is at the discretion of the City of Wilmer.
- (2) This service plan does not require a uniform level of full municipal services to each area of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

## LANCASTER CITY COUNCIL

### City Council Work Session

9.

**Meeting Date:** 03/19/2018

**Policy Statement:** This request supports the City Council 2017-2018 Policy Agenda

**Goal(s):** Financially Sound Government

**Submitted by:** Fabrice Kabona, Assistant to the City Manager

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#### **Agenda Caption:**

Receive and discuss a presentation from staff providing an update on the Interlocal Agreement to provide animal shelter services to the City of Hutchins.

#### **Background:**

On January 23, 2017, Council received a presentation regarding a proposed Interlocal Agreement with the City of Hutchins to provide housing at the Lancaster Animal Shelter for impounded and unwanted animals from Hutchins. On March 7, 2017, Council approved the Interlocal Agreement for a period of one year with a 30 day termination notice. This presentation will serve as an update in consideration for an option to renew the agreement for a second year.

#### **Attachments**

Presentation

Interlocal Agreement

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# Animal Shelter Interlocal Agreement - Annual Update

March 19, 2018



# Animal Shelter Interlocal Agreement - Annual Update

March 19, 2018



# Agreement Review

**January 23, 2017:** Initial presentation.

**March 7, 2017:** Interlocal agreement signed.

**March 7, 2018:** End of 1st year

## Scope of Services Lancaster responsibility

- Provide housing for Hutchins Animals
- Provide services related to housing of animals
- Provide shelter monthly report
- Furnish shelter equipment and supplies

## Hutchins Responsibilities

- 24 hours daily shelter service assistance
- Ordinance compliance

Agreement does not include personnel



# Scope of Services

Lancaster responsibility

- Provide housing for Hutchins Animals.
- Provide services related to housing of animals.
- Provide shelter monthly report.
- Furnish shelter equipment and supplies



## Hutchins Responsibilities

- 2 hours daily shelter service assistance.
- Ordinance consistency

Agreement does not include personnel



# Payment for Services

- Lancaster will collect and keep all fees.
- Monthly payment of \$1,250.00 to Lancaster.
- Hutchins will contribute 30% for repairs and 15% for capital improvements.



# Agreement Terms

One year term with a 30 day termination notice.



# Incoming Report Hutchins Animals

Date	Traps	Deceased	ACO Pickup	Citizen Pickup	Surrendered
3 <sup>rd</sup> Quarter FY 17	0	0	14	1	9
4 <sup>th</sup> Quarter FY 17	0	0	30	1	7
1 <sup>ST</sup> Quarter FY18	0	0	27	5	6
2 <sup>nd</sup> Quarter FY18	0	0	21	1	5





# Dispositions Report

## Huchthins Animals

Date	Adopted	Redeemed	Transferred	Euthanized
3 <sup>rd</sup> Quarter FY17	4	1	5	1
4 <sup>th</sup> Quarter FY17	1	2	8	14
1 <sup>ST</sup> Quarter FY18	4	3	7	7
2 <sup>nd</sup> Quarter FY18	5	3	7	9

Questions...



Prezi



# Questions...



# Animal Shelter Interlocal Agreement - Annual Update

March 19, 2018



RESOLUTION NO. 2017-03-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER AND THE CITY OF HUTCHINS TO PROVIDE FOR THE LANCASTER ANIMAL SHELTER TO PROVIDE ANIMAL SHELTER SERVICES TO THE CITY OF HUTCHINS; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Hutchins has a need for animal shelter services; and

**WHEREAS**, the City of Lancaster operates an animal shelter and is able to provide the necessary services to the City of Hutchins; and

**WHEREAS**, the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code authorizes this Agreement between Lancaster and Hutchins; and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement on behalf of the City of Lancaster.

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

**SECTION 1.** That the City of Lancaster, Texas hereby approves the terms and conditions of the Interlocal Agreement for Animal Control Services with the City of Hutchins, attached hereto and incorporated herein by reference as Exhibit "A" for the purpose of providing animal shelter services to the City of Hutchins.

**SECTION 2.** That the City Manager is hereby authorized to execute the Agreement attached in Exhibit "A".

**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 6th day of March, 2017.

**ATTEST:**



Sorangel O. Arenas, City Secretary

**APPROVED:**



Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**



Robert E. Hager, City Attorney

THE STATE OF TEXAS     §  
                                  §  
COUNTY OF DALLAS     §

**INTERLOCAL AGREEMENT FOR ANIMAL  
CONTROL SHELTER SERVICES**

This **Interlocal Agreement for Animal Control Shelter Services** ("Agreement") is made and entered into by and between the City of Lancaster, Texas ("Lancaster") and the City of Hutchins ("Hutchins")(sometimes individually referred to a "Party" or collectively referred to as "Parties"), acting by and through their respective authorized officers.

**WITNESSETH:**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

**WHEREAS**, Lancaster and Hutchins are authorized to provide animal shelter services pursuant to the Texas Health and Safety Code; and

**WHEREAS**, the Parties seek to set forth in this Agreement their respective obligations, responsibilities and duties regarding certain animal control and animal shelter services;

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

**Article I  
Definitions**

Wherever used in this Agreement, the following terms shall have the meaning ascribed to them:

"After-Hours" shall mean the periods of time other than Normal Business Hours.

"Animal Shelter" shall mean the Lancaster Animal Shelter located at 690 E. Main Street, Lancaster, Texas 75146.

"Effective Date" shall mean the last date of execution hereof.

"Hutchins" shall mean the City of Hutchins, a Texas general law city.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials or labor.

"Lancaster" shall mean the City of Lancaster, a Texas home rule municipality.

## **Article II**

### **Term**

2.1 The Term of this Agreement shall be for a period of one (1) year commencing on the last date all Parties have executed this Agreement ("Effective Date"), unless sooner terminated as provided in Section 8.1 herein.

2.2 The provisions of this Agreement shall remain the same for each renewal terms.

## **Article III**

### **Scope of Lancaster Services**

3.1 Lancaster agrees to provide the following Animal Shelter Services for Hutchins:

A. The Lancaster Animal Shelter will accept animals impounded by the City of Hutchins Animal Control officer(s), and such animals will be held and/or released, in accordance with Chapter 4 of the Lancaster Code of Ordinances.

B. The personnel of the Lancaster Animal Shelter will perform euthanasia of domestic animals captured within Hutchins's incorporated limits, as deemed necessary by Lancaster Animal Services.

C. Store and dispose of dead animals retrieved from Hutchins's incorporated limits;

D. Lancaster agrees to provide Hutchins a monthly report detailing the services provided by Lancaster for Hutchins, including but not limited to the number of animals admitted from Hutchins, and the percentage of those animals which were adopted, reclaimed or euthanized.

E. Provide such other services related as may from time to time be requested by the Hutchins Animal Control Supervisor, provided that such services are directly related to the housing of animals at the Animal Shelter, pursuant to this Agreement.

3.2 Lancaster will furnish equipment and supplies used to perform all services provided by Lancaster as set forth in Section 3.1 herein.

## **Article IV**

### **Hutchins Responsibilities**

4.1 Hutchins shall assign one employee, fully-trained in the area of animal control, to perform services at the Lancaster Animal Shelter for a minimum of two (2) hours every morning.

4.2 Hutchins shall comply with Lancaster Animal Control ordinances and procedures, and as necessary, Hutchins will amend its code of ordinances to ensure it is consistent with Lancaster's code of ordinances.

4.3 Hutchins shall be solely responsible for transporting animals to the Lancaster Animal Shelter.

#### **Article V Shelter Advisory Board**

The Shelter Advisory Board shall consist of six active members, including the veterinarian board member as required by state law. The Board shall be composed of three members from each City/Party.

#### **Article VI Complaints**

6.1 All complaints from Hutchins residents concerning animal services performed by Lancaster shall be taken in writing by the Hutchins City Manager or his/her designee, and shall be forwarded, in writing, to the Lancaster City Manager, or his/her designee. All complaints will be investigated and Lancaster will forward a written response to the Hutchins City Manager.

6.2 All complaints from Lancaster residents concerning animal services performed by Hutchins, in writing, to the Hutchins City Manager, or his/her designee. All complaints will be investigated and Hutchins will forward a written response to the Lancaster City Manager.

#### **Article VII Fees**

Lancaster will collect and keep all fees that may be collected in regard to animals captured by or surrendered to Lancaster or otherwise housed at the Animal Shelter pursuant to this Agreement, including but not limited to, impound fees, boarding fees, adoption fees, euthanasia fees, disposal fees, surrender fees, trap deposits, and registration of dangerous dogs' fees.

#### **Article VIII Payment for Services**

8.1 Hutchins agrees to pay Lancaster one thousand, two hundred and fifty dollars (\$1,250.00) per month for services provided pursuant to this Agreement during the term of the Agreement. Payment is due to Lancaster on the 15<sup>th</sup> day of each month. Payment shall be for services provided in the previous month.

8.2. If, at any time during the Term of this Agreement, it becomes necessary to provide improvements or repairs to the Lancaster Animal Shelter facility, Hutchins agrees to contribute and/or reimburse Lancaster in an amount equal to (a) thirty percent (30%) of the cost of any necessary repairs; and (b) fifteen percent (15%) of the cost of any improvements.

#### **Article IX Termination**

This Agreement may be terminated, without cause and for convenience, by either Party by serving written notice of termination with thirty (30) days notice prior to the anticipated date of termination.

## **Article X Financial Obligations**

The Parties agree that any cost or expenses incurred by either Party as a result of this Agreement shall be paid from current revenues available to the paying Party.

## **Article XIK Liability/ Immunity**

**11.1** Nothing stated herein shall be construed as a waiver of all the protections afforded Lancaster as a sovereign governmental unit. To the extent afforded by Texas Tort Claims Act, Lancaster shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its agents, officers and/or employees. Lancaster assumes no liability or responsibility for the acts and omissions of Hutchins, their employees, agents, officers or others working through them in any capacity.

**11.2** Nothing stated herein shall be construed as a waiver of all the protections afforded Hutchins as a sovereign governmental unit. To the extent afforded by the Texas Tort Claims Act, Hutchins shall be responsible only for claims, demands, judgments and the like attributable to the sole acts and omissions of its agents, officers and/or employees. Hutchins assumes no liability or responsibility for the acts and omissions of Lancaster, their employees, agents, officers or others working through them in any capacity.

**11.3** It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed to hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

## **Article XII Miscellaneous**

**12.1 Binding Agreement; Assignment.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned.

**12.2 Relationship of Parties.** It is not the intent of the Parties to create, nor shall this Agreement be construed as creating, a partnership, association, joint venture or trust. No Party shall be under the control of, or shall be deemed to control, the other Party. Each Party shall be individually responsible for its own covenants, obligations and liabilities.



12.3 **Notices.** Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered to the following addresses:

If intended for Lancaster:

City of Lancaster  
Attn: City Manager  
211 N. Henry Street  
Lancaster, Texas 75146

With a copy to:

Robert E. Hager  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
500 North Akard, Suite 1800  
Dallas, Texas 75201

If intended for Hutchins:

City of Hutchins, Texas  
Attn: City Manager  
P.O. Box 500  
Hutchins, Texas 75141

With a copy to:

Joe E. Gorfida  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
500 North Akard, Suite 1800  
Dallas, Texas 75201

12.4 **Governing Law.** This Agreement will be governed by the laws of the State of Texas; and venue for any action concerning this Agreement will be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

12.5 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

12.6 **Recitals.** The recitals to this Agreement are incorporated herein.

12.7 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

12.8 **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and will not alter the substance of the terms and conditions of this Agreement.

12.9 **Amendment.** This Agreement may be amended by the mutual agreement of the parties to it, in writing and attached to and incorporated in this Agreement.

12.10 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

12.11 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12.12. **Contingent.** This Agreement is expressly contingent upon formal approval by the City Council of the City of Lancaster, Texas and the City Council of the City of Hutchins, Texas.

12.13 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

*(Signature Page to Follow)*

**EXECUTED** on this 7th day of March, 2017.

**City of Lancaster, Texas**

By: Opal Mauldin-Robinson  
City Manager

**Attest:**

Sheneas  
City Secretary

**Approved as to Form:**

By: Rudolph  
City Attorney

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**City of Hutchins, Texas**

By: [Signature]  
City Manager

**Attest:**

Janice G. Daniels  
City Secretary

**Approved As To Form:**

[Signature]  
City Attorney