KATHY L. NEALY & ASSOCIATES
2621 STATE STREET
DALLAS, TX 75204
(214) 374-2878 OFC* (214) 374-0715 FAX

FACSIMILE TRANSMITTAL SHEET

Attn: Preston Harold	FROM: Kathy Nealy & Associates
	DATE: MAY 21, 2007
FAX NUMBER 972-201-2989	TOTAL NO. OF PAGES INCLUDING COVER: 15
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
ORDERING CHECKS	YOUR REFERENCE NUMBER:

Re: Attached are copies of documents faxed from the Commissioner's Office.

Thanks.

GOVERNMENT EXHIBIT NO.
452
3:14-CR-293-M

RECEIVED MAY 1 1 2007

Mayor Laura Miller
City of Dallas
1500 Marilla Street, Room 5 EN
Dallas, Texas 75201-6390

May 9, 2007

Dear Mayor Miller:

The City of DeSoto is requesting your support for two Resolutions coming from the Dallas County Commissioners Court meeting of May 1, 2007. Both requests are for inclusion of entities in Foreign Trade Zone 39. The first is the Allen Group and City of Lancaster Airport. DeSoto supports that inclusion. DeSoto also fully supports inclusion of the Hillwood Property contained in the City limits of DeSoto. This has been held up for approximately five months and really needs to move forward quickly.

I would hope that the City of Dallas would reference the Interlocal Agreement dated February 7, 2006 between Dallas and DeSoto. Specifically, I reference Article I A item 4, I B item 10, and Article II item A, as support for these Resolutions.

For some reason, several other requests from DeSoto did not reach this written agreement or the Council for consideration. An example is the paving of Danieldale Road west of I-35E. To that extent, DeSoto requests that Dallas move these two Resolutions for Foreign Trade Zone status in Foreign Trade Zone 39 forward quickly or we will feel that the text and spirit of this Interlocal Agreement has been breached and we would request cancellation of said agreement and a refund of our money paid.

Yours truly,

Michael B. Hurtt
Mayor of the City of DeSoto

Enclosure: Interlocal Agreement February 7, 2006

CC: Commissioner John Wiley Price
Mayor Joe Tillotson, Lancaster
Mayor Rob Franke, Cedar Hill
Mayor David Green, Duncanville
Mayor Mike Anderson, Mesquite
DeSoto City Council
DeSoto City Manager, Jim Baugh

DeSoto
All-America City
2006

MAY-21-2007 11:22 PM
May 17 2007 07:42am P002/011
Fax:
P. 2

02-07-06

REGULAR AGENDA F.8.

DESOTO CITY COUNCIL AGENDA
MANAGEMENT REPORT

AGENDA ITEM:	**CONSIDER AN INTERLOCAL AGREEMENT WITH THE CITY OF DALLAS REGARDING THE DALLAS TRADE CORRIDOR PROJECT**

CONTACT: **JIM BAUGH** **CITY MANAGER** **972-230-9644**	**COUNCIL ACTION:**
FINANCE VERIFICATION:	**MANAGEMENT REVIEW:** JMB

BACKGROUND: The passage of the North American Free Trade Act (NAFTA) has special implications for communities in the Metroplex because of the convergence of a north/south highway system in the Metroplex. In order to maximize these potential benefits the City of Dallas is in the process of putting together the NAFTA Trade Corridor Coalition. Included in the coalition are the BSW cities as well as Mesquite. Because of these cities' strategic location along the "corridor" it is reasoned that we need to be a part of the discussions and actions associated with trade activity.

FINDINGS: To formalize the relationship of the cities in the NAFTA Trade Corridor the City of Dallas has developed and passed an Interlocal agreement and has invited the City of DeSoto to become a part of the coalition through the adoption of the Interlocal agreement. The other BSW cities have already or are in the process of adopting the agreement.

You will note in the Interlocal agreement under the Project Scope that nine objectives for this coalition are recited. To accomplish these objectives, the City of Dallas has created a staff committee made up of representatives from the other coalition cities. Our representative on this committee is Tom Johnson. I believe the creation of this committee and the regular meeting of the staff representatives for the other cities with the staff of Dallas represents one major benefit of this relationship.

FINANCIAL IMPACT: The annual cost of membership in this coalition is ten thousand dollars ($10,000).

RECOMMENDATION: It is recommended that the City Council approve the Interlocal agreement with the City of Dallas and become a member of the Dallas NAFTA Trade Corridor Coalition.

STATE OF TEXAS §
§
COUNTY OF DALLAS §

INTERLOCAL AGREEMENT – NAFTA TRADE CORRIDOR COALITION

THIS AGREEMENT is made and entered into as of the ___ day of _____, 2006, by and between the CITY OF DALLAS, a Texas municipal corporation (hereinafter called "Dallas"), and the CITY OF DESOTO, a Texas municipal corporation (hereinafter called "DeSoto"), both of which cities are Texas Home Rule cities acting herein by and through their duly authorized officers.

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for any local government to contract with one or more other local governments to perform governmental functions and services under the terms of said Act; and

WHEREAS, DeSoto desires to participate in the Dallas NAFTA Trade Corridor Coalition (hereinafter called the "Coalition") and receive the services of Dallas and Dallas' consultant in connection with development of the Coalition and the furtherance of the Coalition's overall objective to make the Dallas metropolitan area an international trade corridor and an agile port for import and export of goods.

NOW, THEREFORE, this Agreement is hereby made and entered into by Dallas and DeSoto for the mutual consideration stated herein:

I.
PROJECT SCOPE

A. DeSoto, by execution of this Agreement, agrees to become a member of the Coalition for the purposes stated in this Agreement. Dallas has the right to contract with a consultant (the "hired consultant") to provide the services described in Subsection B. below, in connection with the formation and activities of the Coalition to support, promote and accomplish the following objectives for Dallas, DeSoto, Cedar Hill, Duncanville, Lancaster and Mesquite: (1) expand the River of Trade Coalition Corridor ("ROTCC"); (2) develop an Agile Port System; (3) develop an Inland Port of Free Clearance; (4) develop a Linear/Foreign Trade Zone; (5) develop a reliever airport with a cargo handling element; (6) enhance safety and security in the ROTCC; (7) develop a rail authority; (8) develop an Agile Port Authority; (9) develop a Reliever Airport Authority. Dallas agrees to serve as the lead agency pursuant to this Agreement for purposes of administration of any consulting contract with the hired consultant and acting as a liaison and coordinating agency for meetings and other activities involving the hired consultant and Coalition members. DeSoto accepts the selection by Dallas of the hired consultant for purposes of the Coalition activity pursuant to this Agreement. DeSoto agrees to cooperate with the hired consultant in providing information and attending meetings or other supporting Coalition activities when requested or needed.

B. Dallas agrees to provide, either on its own or through its employment of the hired consultant, to provide the following services/deliverables to DeSoto:

(1) Provide support for the Coalition.

(2) Continue efforts to expand the Coalition to include government entities whose jurisdictions overlap the Dallas NAFTA Trade Corridor (hereinafter, the "DNTC"), as defined below. Provide technical and administrative support to the Coalition.

(3) Assist the Coalition by creating, developing and implementing a program of transportation enhancements within a specific region of Dallas County to be known as the Dallas NAFTA Trade Corridor. The DNTC is that certain geographical area, generally beginning at the intersection of IH-30 and the Dallas County line in the northeast portion of Dallas County and traveling west and south along IH-30 to the intersection with IH-635 in Dallas County, then south along IH-635 to the intersection at IH-20, and then west along IH-20 to the intersection of IH-45, then to the intersection of IH-35E, and then to the intersection of US Hwy 67 and southwest along US 67 to the Dallas County line. (Note that as members of the Coalition expand, this geographical area may expand, and the description of the DNTC will be updated accordingly.)

(4) Work with local, regional, state, federal and in some cases international transportation officials, agencies and specialists to obtain an understanding of DeSoto's goals and objectives as they relate to the development of DeSoto's transportation infrastructure and transportation routes through DeSoto's jurisdiction, and in DeSoto's jurisdiction.

(5) Assist DeSoto by analyzing and preparing strategies and implementing the same via the Coalition as directed by DeSoto to achieve DeSoto's goals and the goals of the Coalition with regard to DNTC projects.

(6) Promote DeSoto's goals and objectives by assisting the Coalition in the coordination of transportation and mobility programs among local, regional, state, and federal elected and appointed officials and the private sector.

(7) Promote DeSoto's goals and objectives by assisting the Coalition in petitioning local, regional, state, federal, and, in the case of NAFTA Trade Corridors, international governments, to accomplish the transportation goals and objectives of the Coalition and its other partners of interest.

(8) Promote and encourage DeSoto's interests in the River of Trade Corridor Coalition.

(9) Promote and encourage DeSoto's interests in the establishment of an Agile Port System within the DNTC via the Coalition.

(10) Promote and encourage DeSoto's interests in the establishment of a Linear/Foreign Trade Zone for the DNTC via the Coalition.

(11) Promote and encourage DeSoto's interests in the establishment of an Inland Port of Pre-Clearance within the DNTC via the Coalition.

(12) Promote and encourage DeSoto's interests in the establishment of a reliever airport within the DNTC via the Coalition.

(13) Generally advocate projects before, interface with, and represent the Coalition's interest before government, quasi-government and private entities affecting the Dallas NAFTA Trade Corridor.

(14) Continue to expand the Congressional Caucus and further develop strategies on behalf of the Coalition as directed by Dallas and DeSoto (as it affects DeSoto's interests) to promote the interests of the DNTC.

(15) Continue to expand the Legislative Caucus and develop strategies on behalf of the Coalition as directed by Dallas and DeSoto (as it affects DeSoto's interests) to promote the interests of the DNTC.

(16) Develop and implement on behalf of the Coalition a communication and public awareness strategy concerning the DNTC consistent with DeSoto's goals and objectives.

(17) Develop and maintain a web site for the Dallas NAFTA Trade Corridor.

(18) Identify and partner with universities or colleges as resource agencies for the DNTC project.

(19) Assist DeSoto by providing the technical staff support and consulting assistance necessary to achieve the goals and objectives of DeSoto, including but not limited to, providing notice of meetings, preparing meeting minutes, distributing e-mail reports and other notices regarding significant transportation activities, and generally keeping DeSoto informed of relevant transportation actions by local, regional, state and federal agencies of government that have jurisdiction over matters of interest to DeSoto with regard to the DNTC.

(20) Provide a monthly written report to DeSoto detailing the previous month's work and accomplishments, including all contacts with public officials and nature of such contacts.

(21) Conduct a monthly meeting with DeSoto detailing current projects and activities undertaken on behalf of the Coalition members.

(22) As requested by DeSoto, deliver presentations to DeSoto summarizing the current projects and activities undertaken on behalf of DeSoto and the Coalition.

(23) Generate written correspondence and updates, as necessary and requested by DeSoto, regarding projects, activities, and developments affecting projects for DeSoto.

(24) Implement other actions mutually agreed upon by DeSoto and Dallas and allow the ability to request from time to time changes in the scope or focus of the activities, investigations and studies conducted or to be conducted pursuant to this Agreement.

II.
PROJECT FUNDING

A. In consideration of the services provided by Dallas through Dallas' efforts, or the efforts of the hired consultant, on behalf of Dallas and the Coalition, DeSoto agrees to pay to Dallas the sum of $10,000. This amount shall be paid by DeSoto to Dallas within thirty (30) days after execution of this Agreement.

B. If DeSoto desires the performance of any additional service which varies materially or significantly from the scope of services set out in Article I.B., entails a material or significant increase in cost or expense to the hired consultant, or which might create a business or ethical conflict with another client of the hired consultant, the additional service must be mutually agreed on in advance by Dallas and DeSoto and the cost of the additional service must be advanced to Dallas by DeSoto upon approval of the additional service. DeSoto will pay Dallas the additional funding necessary to cover the anticipated additional cost within thirty (30) days after Dallas identifies the amount of additional funding needed for the additional services requested by DeSoto. DeSoto shall pay the additional funds to Dallas after DeSoto City Council approval, unless otherwise agreed to by all parties to this Agreement. In the event that funds paid by DeSoto to Dallas are unused at the termination of this Agreement, Dallas shall, within sixty (60) days following termination, refund all unused funds to DeSoto. Dallas will not pay interest on funds provided by DeSoto. Funds provided by DeSoto will be deposited to and retained by Dallas to be used solely in accordance with the provisions and purposes of this Agreement.

III.
CONFIDENTIALITY OF DOCUMENTS

A. To the extent allowed by the Texas Public Information Act, any documents specifically deemed confidential under law by DeSoto will be labeled as such and will be kept as such and not distributed. DeSoto encourages the dissemination of documents and information of a non-confidential nature that will promote and enhance the goals and objections of the Coalition.

B. DeSoto and Dallas agree that, to the extent allowed by the Texas Public Information Act, documents and information deemed to be confidential under law by DeSoto and generated solely on behalf of DeSoto are DeSoto's proprietary information and cannot be

disseminated by any other member of the Coalition or the hired consultant without the express written approval of DeSoto. However, DeSoto encourages the dissemination of documents and information of a non-confidential nature that will promote and enhance the goals and objectives of the Coalition.

IV.
MUTUAL RESPONSIBILITY

DeSoto and Dallas agree and acknowledge that this Agreement does not create a joint venture, partnership, or joint enterprise, and that each party is not an agent of the other entity and that each party is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents or employees in conjunction with the performance of services covered under this Agreement, without waiving any governmental immunity available to DeSoto or Dallas under Texas law and without waiving any defenses of DeSoto or Dallas under Texas law. The provisions of this section are solely for the benefit of DeSoto and Dallas and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

V.
WRITTEN NOTICE

Any notice provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered, or three (3) business days after being deposited in the United States Mail, postage prepaid, certified, return receipt requested, or registered addressed as follows:

To DeSoto:

James Baugh, City Manager
City of DeSoto
211 East Pleasant Run Road
DeSoto, Texas 75115

To Dallas:

Shanette Brown
Intergovernmental Services
City of Dallas
1500 Marilla Street - Room 2/b/North
Dallas, Texas 75201

Either party may change its designated party for notices and the address for notices by giving the other party written notice thereof in the manner described above.

VI.
AMENDMENTS

This Agreement may not be modified or amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

VII.
GOVERNING LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this Agreement filed by either DeSoto or Dallas shall be in Dallas County, Texas.

VIII.
MULTIPLE INSTRUMENTS

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

IX.
TERMINATION

This Agreement may be terminated for the following reasons, upon thirty (30) days advance written notice by the terminating party to the other party:

(1) by mutual agreement and consent of both DeSoto and Dallas;

(2) by Dallas or DeSoto, for the convenience of Dallas or DeSoto or if for any reason Dallas terminates its contract with the hired consultant; or

(3) by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement.

X.
DURATION

This Agreement becomes effective upon the date of its execution, which execution date is deemed to be the date the last of the parties signs this Agreement, and shall terminate when all services on behalf of the Coalition are finally completed or upon earlier termination as provided in Article IX.

XI.
SEVERABILITY

The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal, and this Agreement shall be construed independently of such provision as if the parties had never intended for its inclusion.

XII.
COUNTERPARTS

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

XIII.
CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

XIV.
ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters contained in this Agreement and, except as otherwise provided in this Agreement, cannot be modified without written supplemental agreement of the parties to be attached to and made a part of this Agreement.

Executed in multiple originals as of the ____ day of _____, 2006, hereafter deemed to be the Effective Date of this Agreement.

CITY OF DESOTO

BY_____
City Manager

APPROVED AS TO FORM:

BY_____
City Attorney

CITY OF DALLAS
MARY K. SUHM, City Manager

BY_____
Assistant City Manager

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR., City Attorney

BY_____
Assistant City Attorney

DALLAS COUNTY COMMISSIONER
John Wiley Price
District 3

May 8, 2007

Ms. Mary Suhm
Dallas City Manager
1500 Marilla Street
Dallas, Texas 75201

Dear Ms. Suhm:

Hillwood Development has recently requested that a 112-acre tract that it owns in DeSoto (Parcel #9 on the attached map) be added to the Southport Foreign Trade Zone. Dallas County has recently endorsed this request as has the City of DeSoto.

The DFW Airport Board is presently considering a proposal to expand this zone by including land that is located in Dallas, Lancaster, Wilmer, and Hutchins. This proposal has already been endorsed by the City of Dallas, and it is my understanding that the Airport Board can only consider a request to include the Hillwood tract if the City of Dallas also notifies it in writing that it supports the inclusion of this additional parcel.

Dallas County believes that it is very important that the Hillwood property be included in the zone. Hillwood is known globally and has demonstrated repeatedly that it delivers and that it generates high-quality development. The 112 acres that it wishes to have included are located near the Lancaster acreage that is contained in the current proposal before the Airport Board, and it is the only parcel among the ones that are under consideration to be added to the zone that can have new development ready to be occupied within ninety days.

Because of the zone's unique location and the emergence of the Union Pacific intermodal facility, the opportunity to significantly transform this area exists as never before. With an application to expand the boundaries of this zone currently being developed, it is possible, if the City of Dallas were to immediately support the inclusion of the Hillwood property, to create the most optimal zone and to do so without delaying the process whatsoever.

Because of the role that the Hillwood property can play in this effort and the opportunity that now exists, I would greatly appreciate it if the City of Dallas would immediately support the addition of Hillwood's DeSoto property to the Southport Foreign Trade Zone. Should you have any questions about this matter, please do not hesitate to call me.

Sincerely,

John Wiley Price
Commissioner, District 3

JWP/lct

attachment

411 Elm Street Dallas Texas, 75202
1506 Langdon Road Dallas, Texas 75241
214.653.6671 office 214.653.7057 fax
Website: www.dallascounty.org

DALLAS COUNTY COMMISSIONER
John Wiley Price
District 3

May 9, 2007

Jack Lowe
President
Dallas Independent School District
3700 Ross Avenue
Dallas, Texas 75204

Dear Mr. Lowe:

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John Wiley Price
Commissioner, District 3

JWP:jcr

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John Wiley Price
Commissioner, District 3

JWP:jct

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Website: www.dallascounty.org

DALLAS COUNTY COMMISSIONER
John Wiley Price
District 3

May 8, 2007

Dr. Michael Hinojosa
Superintendent
Dallas Independent School District
3700 Ross Avenue
Dallas, Texas 75204

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Commissioner, District 3

JWP/jct

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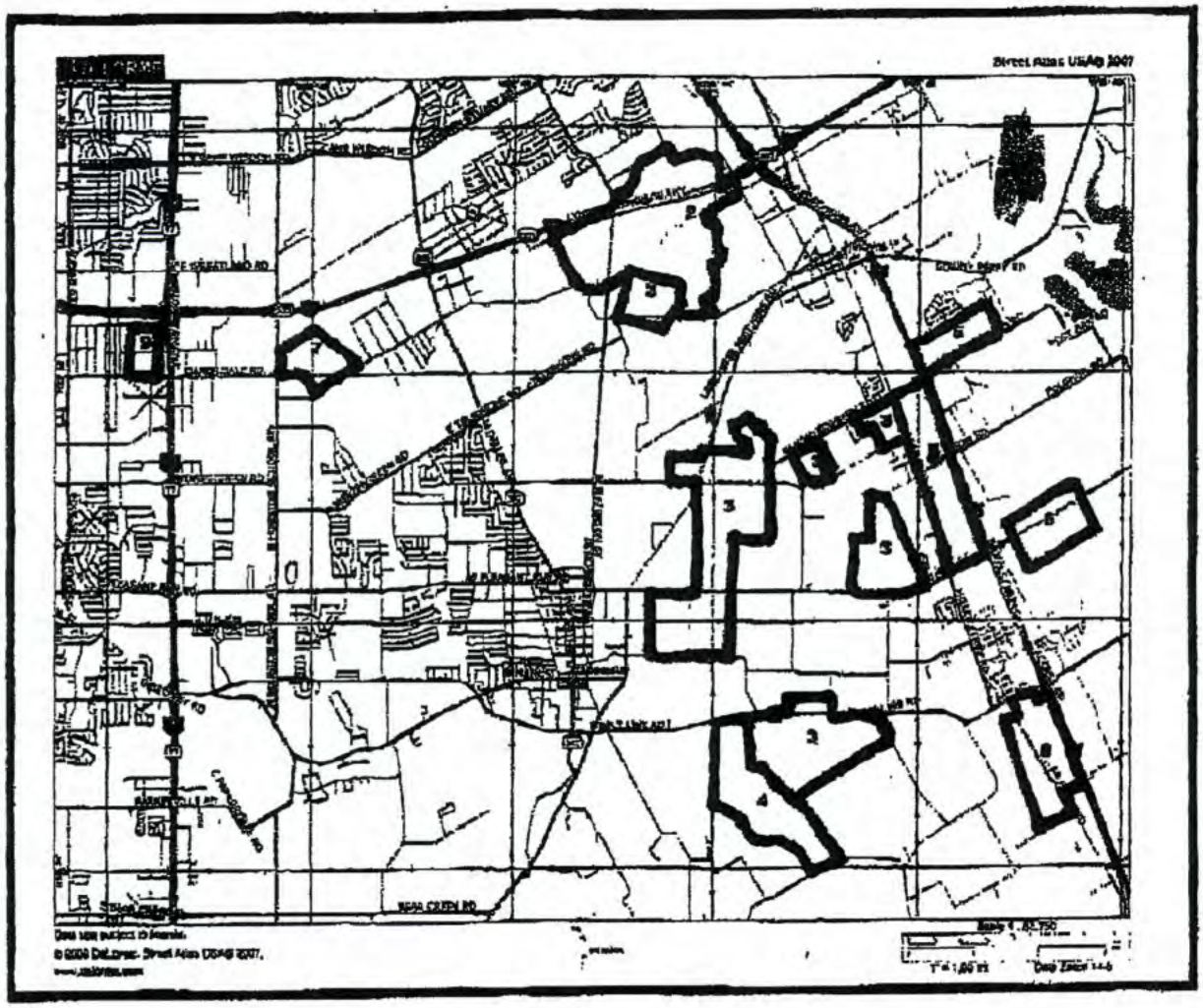
LOCATION OF CURRENT SOUTHPORT FOREIGN TRADE ZONE, PROPOSED ADDITIONS TO THE ZONE, AND THE NEW UNION PACIFIC INTERMODAL FACILITY



1. Union Pacific
2. Southport FTZ
3. Allen Group
4. City of Lancaster
5. Duke Realty
6. Prime Rail Interests
7. ProLogis
8. Argent Property
9. Hillwood