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

Monday, March 27, 2023 - 7:00 PM

While one or more City Council Members may be present via video or audio link, a quorum of the City Council will be at the Municipal Center-City Council Chambers, as required by the Texas Open Meetings Act.

Please click the link below for forms:
https://www.lancaster-tx.com/1413/Notice-Regarding-Public-Participation

Please click the link below to join the webinar:
https://us02web.zoom.us/j/82966515912?pwd=ZWZkQXJtVzhrNTdVVW1lS3pLbVhKQT09

The meeting will be broadcast live via video at the following address:
http://www.lancaster-tx.com/324/Watch-Meetings

7:00 P.M. REGULAR MEETING:

CALL TO ORDER

INVOCATION: Pastor Keith Hall-Grace Temple Church

PLEDGE OF ALLEGIANCE: Deputy Mayor Pro Tem Mitchell Cheatham

PROCLAMATION: Arbor Day

PUBLIC TESTIMONY/CITIZENS COMMENTS:
At this time, citizens who have pre-registered before the call to order will be allowed to speak on any matter 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. Anyone desiring to speak on an item scheduled for a public hearing is requested to hold their comments until the public hearing on that item.

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

1. Consider approval of minutes from the Regular Meeting held on February 27, 2023.

2. Consider declaring certain board, commission or committee position(s) vacant due to resignations.

3. Consider a resolution awarding RFP 2022-13 to Yellow Landscape LLC in an amount not to exceed five hundred twenty-six thousand, three hundred sixty-one dollars, and ninety-eight cents ($526,361.98) for mowing services for municipally owned properties and rights-of-way maintenance.

PUBLIC HEARING:

4. M23-5 Conduct a public hearing and consider an ordinance granting several special exceptions to the Mills Branch Overlay District on a property located at 1360 West Belt Line Road. The property is 0.76 of an acre, and is known as Lot 3, Block 0, of the Mills Branch Village Center Addition, City of Lancaster, Dallas County, Texas.

ACTION:

5. Discuss and consider a resolution ratifying the terms and conditions of an agreement by and between the Lancaster Economic Development Corporation, ("LEDC") and NaviRetail, Inc. for research and consulting services in an amount not to exceed forty-five thousand dollars ($45,000) from funds collected from the ¼ of 1 percent additional sales and use tax.

6. Discuss and consider a resolution ratifying an amendment to a performance agreement by and between the City of Lancaster and ThredUp, Inc. to extend the deadlines for the company to obtain a Certificate of Occupancy and operate the facility from January 1, 2023, to January 1, 2024, and extend the deadline to establish not fewer than one thousand five hundred (1,500) new full time employment positions from January 1, 2026, to January 1, 2027.

7. Discuss and consider a resolution authorizing the City Manager to execute an amendment to a Chapter 380 Agreement by and between the City of Lancaster and ThredUp, Inc. to extend the deadlines for the company to obtain a Certificate of Occupancy and operate the facility from January 1, 2023, to January 1, 2024, and extend the deadline to establish not fewer than one thousand five hundred (1,500) new full time employment positions from January 1, 2026, to January 1, 2027.

8. Discuss and consider a resolution ratifying a performance agreement with Kodiak Robotics, Inc., in an amount not to exceed one hundred fifty thousand dollars ($150,000), from funds collected from one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.

9. Discuss and consider a resolution ratifying the terms and conditions of an amendment to a Performance Agreement between the Lancaster Economic Development Corporation (LEDC) and Wayfair LLC, in support of a grant to Wayfair from funds collected from the one-fourth (1/4) of one (1) percent additional sales to allocate fifty percent (50%) of the sales and use tax to rebate fifty percent (50%) of sales taxes collected by the company on the sale of consumer goods by Wayfair, as authorized by state law.

10. Discuss and consider a resolution Repealing and Replacing a Chapter 380 Economic Development Agreement by and between the City of Lancaster, Texas and Wayfair LLC.

11. Discuss and consider a resolution ratifying the terms and conditions of an economic development performance agreement by and between the Lancaster Economic Development Corporation (LEDC) and FreshRealm, LLC, in an amount not to exceed seven hundred eight thousand one hundred fifty dollars ($708,150) from funds collected from the one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.

12. Discuss and consider a resolution approving a Chapter 380 Economic Development Agreement by and between the City of Lancaster and FreshRealm, LLC.

EXECUTIVE SESSION:

13. In accordance with Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), the City Council may meet in executive session to discuss the following:

    1. Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property located at 1508 Dewberry Boulevard (Bel-Air Place Apartments).

    2. Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property located at 632 Reindeer Road.

    3. Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property located at 791 Stanford Drive (Stanford Park).

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

ADJOURNMENT

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

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

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

ARMA DE FUEGO OCULTADA.

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

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

Certificate

I hereby certify the above Notice of Meeting was posted at Lancaster City Hall on March 23, 2023, @ 6:25 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.

Carey D. Neal, Jr.

Assistant City Manager

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **1.**

Meeting Date: 03/27/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

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

Submitted by: Angie Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the Regular Meeting held on February 27, 2023.

Background:

Attached for your review and consideration are the minutes for the Regular Meeting held on February 27, 2023.

Attachments

February 27, 2023 - Draft

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF FEBRUARY 27, 2023

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on February 27, 2023, at 7:00 p.m. with a quorum present to-wit:

Councilmembers Present (City Hall & Zoom):
Mayor Clyde C. Hairston
Carol Strain-Burk
Stanley M. Jaglowski
Marco Mejia
Deputy Mayor Pro-Tem Mitchell Cheatham
Mayor Pro-Tem Betty Gooden-Davis

Councilmembers Absent
Keithsha C. Wheaton

City Staff Present (City Hall & Zoom):
Opal Mauldin-Jones, City Manager
Sorangel O. Arenas, City Secretary
David T. Ritter, City Attorney
Andrew Waits, Director of Public Works
Carey Neal, Assistant City Manager
Christine Harris, Director of Finance
Dori Lee, Director of Human Resources
Jermaine Sapp, Director of Equipment and Facility Services
Kenneth, Johnson, Fire Chief
Lisa Wube, Director of Parks and Recreation
Ray Silva-Reyes, Assistant City Manager
Sam Urbanski, Police Chief
Shane Shepard, Director of Economic Development
Vicki Coleman, Director of Development Services
Keturah Barnett, Assistant to the City Manager
Ron Gleaves, IT Manager
Reginald Lewis, Executive Assistant to the City Manager
Keaira English, Public Relations Manager
Greg Carrell, Budget Analyst

Call to Order:
Mayor Hairston called the meeting to order at 7:55 p.m. on February 27, 2023.

Invocation:
Pastor John Richardson, Zion Chapel Primitive Baptist Church gave the invocation.

Pledge of Allegiance:
Councilmember Mejia led the pledge of allegiance.

Proclamation:
Mayor Hairston read the Cleo Hearn Day Proclamation.

Public Testimony/Citizen's Comments:

Tasha LaFlore, 645 Francis St. Lancaster, TX 75146 shared concerns regarding the abandoned, vacant buildings in the City of Lancaster.

Collin Packer, 103 N. Dallas Ave. Lancaster, TX 75146 shared that he is here to represent, Representative Carl Sherman, he is the Communications Director for Rep. Sherman's office. Mr. Packer shared additional information on Rep. Sherman's office mission, new committees and the priorities bills that have been filed under Rep. Carl Sherman.

Farrukh Azim, 2005 Rock Dove, Westlake, TX 76262 as the developer of Boardwalk, shared concerns regarding the development of Phase 3.

Basil Azim, 2005 Rock Dove, Westlake, TX 76262 assistant project manager of the Boardwalk, shared concerns on Phase 3.

Consent Agenda

1. **Consider approval of minutes from the Special Meeting held on February 6, 2023.**

2. **Consider a resolution approving the terms and conditions of a Joint Election Contract and Election Services Agreement with Dallas County Elections to conduct a municipal General Election for the election of one councilmember for District 2, one councilmember for District 4, and one councilmember for District 6 to be held on Saturday, May 6, 2023.**

   Considere una resolución aprobando los términos y condiciones del Contrato Elección Conjunta y servicios de la elección con las elecciones del condado de Dallas para llevar a cabo una elección general municipal para la elección de los distritos 2, 4 y 6 que se celebrará el Sábado, 6 de Mayo 2023.

3. **Consider a resolution accepting the 2022 Lancaster Police Department Racial Profiling Analysis Annual Report.**

4. **Consider a resolution accepting the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2022.**

MOTION: Councilmember Mejia made a motion, seconded by Mayor Pro-Tem Gooden-Davis to approve consent items C1 – C4. The vote was cast 6 for, 0 against [Wheaton absent].

Executive Session:

5. **In accordance with Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), the City Council may meet in executive session to discuss the following:**

   1. **Section 551.071 (1)(A)(1) and (2) to seek legal advice from the City Attorney re: emergency response facilities; and**

2. **Proposed creation of special purpose corporation. (Texas Gov't Code Section 551.071(2); and**

3. **Proposed purchase, exchange, lease, or value of real property or interest in real property. (Texas Gov't Code Section 551.072).**

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

The City Council recessed for Executive Session at 8:24 p.m. and reconvened into open session at 9:40 p.m.

No action on item 5.

MOTION: Mayor Pro-Tem Gooden-Davis made a motion, seconded by Councilmember Strain-Burk to adjourn. The vote was cast 6 for, 0 against [Wheaton absent].

The meeting was adjourned at 9:40 p.m.

ATTEST: **APPROVED:**

_____ _____

Sorangel O. Arenas, City Secretary Clyde C. Hairston, Mayor

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **2.**

Meeting Date: 03/27/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider declaring certain board, commission or committee position(s) vacant due to resignations.

Background:

On December 12, 2022, the City Council considered its annual appointments to the various Boards, Committees and Commissions of the City of Lancaster. However, staff has received the resignations listed below:

Name	Board	Term Expires
Stacey Jaglowski	Animal Shelter Advisory Committee	2023
Sherita Haggerty	Capital Improvements Advisory Committee	2024
Meriem Monroe	Lancaster State Auxiliary Museum Advisory Board	2023

Operational Considerations:

As prescribed in Ordinance 2018-12-53 for all City Boards, Commissions and Committees, Section 1.04 Officers, Subsection (a) and (b) states " a. In the event of resignation or incapacity of the Chair; the Vice-Chair shall become the Chair for the unexpired portion of the term." "b. Vacancy of the Vice-Chair shall be filled for the unexpired term by special election..."

Public Information Considerations:

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

Options/Alternatives:

1. City Council may declare a vacancy.
2. City Council may deny declaring a vacancy.

Recommendation:

Boards and Commissions appointments are solely at Council's pleasure.

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **3.**

Meeting Date: 03/27/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Andrew Waits, Director of Public Works

Agenda Caption:

Consider a resolution awarding RFP 2022-13 to Yellow Landscape LLC in an amount not to exceed five hundred twenty-six thousand, three hundred sixty-one dollars, and ninety-eight cents ($526,361.98) for mowing services for municipally owned properties and rights-of-way maintenance.

Background:

On June 14, 2021, City Council approved the mowing services and Rights-of-Way (ROW) maintenance agreement with Yellowstone LLC that includes mowing services for certain parkways, medians, and drainage areas. That current contract has 4 optional renewals. The contract was renewed for the 2022 mowing season (March to November), and most recently it has been temporarily renewed for the 2023 mowing season.

In years past, private property was inadvertently being mowed and maintained within parkways. Letters were mailed to private property owners in January 12, 2022, informing them about the upcoming mowing impact change. In accordance with the City's Code of Ordinances Section 14.09.015, property owners are responsible for maintaining the entire property from the street pavement to the property line. A Work Session was held on October 17, 2022, to discuss the property owner's maintenance responsibilities within the City's ROW and/or easement. The mowing scope for that contract included the mowing of parkways which, per City Ordinance, is the property owner's responsibility, the Homeowners Association's (HOA), or the Public Improvement District's (PID) responsibility. After the Work Session, letters were again mailed to private property owners on October 25, 2022, informing them about the maintenance responsibility.

The contract scope was narrowed to maintain city-owned properties, ROW and drainage areas. City staff exercised a temporary renewal clause option for 2023 in order to ensure maintenance of the City's ROW.

The following activities would take place within the narrowed scope:

- Litter Removal prior to mowing
- Mowing
- Edging line trimming around landscaping, signs, poles, etc.
- Removing grass clippings from streets, gutters, and concrete portions of the median
- Removing litter scraps that were unintentionally mowed

The Contractor is responsible for mowing all the medians within a divided road. The parkway is commonly defined as the area of public ROW between private property and the edge of the city street. The private property owner is responsible for maintaining and mowing the parkway area adjacent to the city street, including ditches. The same applies to HOAs and PIDs for open and common areas. Also, private property owners are responsible for the maintenance of easements unless the easement language dictates otherwise.

City Staff will continue meeting with property owners, HOAs, and PIDs informing them of their property maintenance responsibility. This will ensure the City is kept looking good while we all go through this transition together.

Operational Considerations:

The initial contract term will be for a twelve (12) month period with the option to renew for four (4) one (1) year periods. Pricing shall remain firm for the first year and the vendor will have an option to request an increase based on the Dallas/Fort Worth Consumer Price Index (CPI-U).

Year 1: March 1, 2023, to February 28, 2024
Optional - Year 2: March 1, 2024, to February 28, 2025
Optional - Year 3: March 1, 2025, to February 28, 2026
Optional - Year 4: March 1, 2026, to February 28, 2027
Optional - Year 5: March 1, 2027, to February 28, 2028

The medians on major thoroughfares will be mowed every 7 days during the growing season. City property and drainage easements will be mowed every 14 days typically between March and November of each year. Allowing for delays because of weather, medians will be mowed approximately 36 times during the growing season. City property and drainage easements will be mowed approximately 18 times darning the growing season. City staff will oversee the contract and ensure quality work is being performed timely.

Legal Considerations:

This bid was processed in accordance with all local and state purchasing statutes. Three bids were received, three (2) being HUB/M/WBE vendors. The City Attorney has reviewed and approved the resolution, as to form.

Public Information Considerations:

This item is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act. Bids were advertised in the Focus Daily News on December 21, 2022, and December 28, 2022. Bids were posted on the City's electronic procurement system on December 21, 2022. A pre-bid meeting was held on January 11, 2023, bids were closed on January 13, 2023, and bids were opened on January 13, 2023.

Fiscal Impact:

Funding for this contract is approved in the current year's budget. Funds will be committed at the time of invoice. The contract total will not exceed five hundred twenty-six thousand three hundred sixty-one dollars and ninety-eight cents ($526,361.98) annually.

Options/Alternatives:

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

Recommendation:

Staff recommends awarding the bid to the lowest qualified bidder Yellowstone Landscape LLC.

Attachments

Resolution
Agreement
Exhibit A
Bid Tabulation

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AWARDING RFP 2022-13, ADDENDUM 2, ANNUAL CONTRACT FOR MOWING SERVICES AND RIGHTS-OF-WAY MAINTENANCE FOR MUNICIPALLY OWNED AND MAINTAINED PROPERTIES TO YELLOWSTONE LANDSCAPE LLC IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED TWENTY-SIX THOUSAND, THREE HUNDRED SIXTY-ONE DOLLARS, AND NINETY-EIGHT CENTS ($526,361.98); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster has determined, after due consideration that it is in the best interest of the City of Lancaster to award the contract for mowing services to Yellowstone Landscape LLC, in an amount not to exceed $526,361.98; and

WHEREAS, the City of Lancaster shall fund this agreement and shall provide payment upon the delivery and acceptance of invoices for mowing services to City of Lancaster representatives, as outlined in the Agreements.

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

SECTION 1. That the City Council hereby approves and authorizes the contracting of mowing services as described in RFP 2022-13 to Yellowstone Landscape LLC pursuant to the bid proposal acknowledgement, attached hereto and incorporated herein by reference as: Exhibit "A" - 2022 Mowing Contract.

SECTION 2. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the contract in substantial compliance as depicted in Exhibit "A".

SECTION 3. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. 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. 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 13th day of March, 2023.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster, Texas
Standard Professional Services Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") Yellowstone Landscape., (hereinafter referred to as the "Contractor" for Right of Way Mowing Services (RFP# 2022-13), (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

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

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Invitation to Bid, Requirements and Instructions to Bidders, the Specifications, terms and conditions, Attachments, Maps, Drawings, Scope of Service, Time Line, all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any): Bid response documents.

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

ARTICLE 2: RECITALS

2.1 The City desires to have the Contractor to perform mowing services; and

2.2 The Contractor has the knowledge, ability and expertise to provide such services; and

2.3 The City desires to engage the services of the Contractor, as an independent Contrator and not as an employee, to provide services as set forth herein and in:

Bid 2022-13 and Bid Response Documents.

ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue for 1 year with 4 one-year optional renewals.

3.2 TERMINATION

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

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

ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by Contractor in accordance with the City's requirements and as set forth in the Scope of Services below, which may generally include the following:

This project will be for Right of Way Mowing Services If there is a conflict between the above quoted subjects and Attachment A, the language in the Exhibits shall control the scope of services.

4.2 AUTHORIZED AGENT

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

ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to Contractor by the City in the aggregate sum consistent with the price submitted in RFP 2022-13, which shall accrue and be payable as provided in Sections 5.01 and 5.02 hereof.

5.2 Work will be performed at the rates set forth in Attachment A, Fee Basis, which is attached hereto and incorporated herein by reference, or as otherwise provided in negotiated fee schedules approved within this Agreement, and consistent with the adopted annual municipal budget.

5.3 Contractor payment for work under this Agreement shall be made in installments billed not more frequently than once each month upon receipt of invoices from the Contractor. If the City fails to make any payment due the Contractor within thirty (30) days after receipt of Contractor's invoice, the amounts due the Contractor will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to Contractor by City as instructed on invoices.

ARTICLE 6: TIME FOR COMPLETION

6.1 The Contractor's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific locations for rendering services are set forth in Attachment A to this Agreement, by which times defined services are to be completed.

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

ARTICLE 7: INDEMNIFICATION

7.1 THE CONTRACTOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITIES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONTRACTOR'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT,

OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITIES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE CONTRACTOR SHALL BE OBLIGATED TO INDEMNIFY INDEMNITIES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY.

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

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

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

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

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

ARTICLE 8: INSURANCE

8.1 Workers Compensation Insurance

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

8.2 Automotive Insurance

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

8.3 General Liability Insurance

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

8.4 Professional Liability Errors and Omissions Insurance

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

8.5 Certificate of Insurance

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

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

ARTICLE 9: DEFAULT

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

(a) Terminate this Agreement and be relieved of the payment of any further consideration to Contractor except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include and loss of profit of Contractor. In the event such termination, City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Contractor agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the owner out of such monies as may be due or that may thereafter become due to Contractor under and by virtue of this Agreement.

(b) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Contractor.

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

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

10.2 Entire Agreement.

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

10.3 Assignment.

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

10.4 Adjustments in Services/Amendment.

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

10.5 Governing law.

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

10.6 Notices.

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

City of Lancaster	**Yellowstone Landscape**
Opal Mauldin-Jones, City Manager	Bruce McDonald
PO Box 940	1839 Ryan Rd.
Lancaster, TX 75146	Dallas, TX 75220
972-218-1329	
purchasing@lancaster-tx.com	bmcdonald@yellowstonelandscape.com

10.7 Legal construction.

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

10.8 Successors and Assigns.

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

(b) Neither the City nor the Contractor may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless

specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

(c) Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Contractor to any Contractor, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Contractor.

10.9 Conflict.

If a conflict exists between this Agreement, and Exhibit, the Request for Proposal ("RFP"), and/or the Response, then such conflicts shall be resolved as follows:

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

(b) If a conflict exists between the Response and an Exhibit, the Exhibit shall control.

(c) If a conflict exists between the Response and the RFP, the RFP shall control.

10.10 Severability

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

10.11 Captions

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

10.12 Counterparts

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 13th day of March, 2023.

CITY OF LANCASTER

Opal Mauldin-Jones, City Manager

Yellowstone Landscape

Bruce McDonald, Contract Coordinator

ATTEST:

Sorangel Arenas, City Secretary

Exhibit A: Bid Documents, Scope of Services

2022-13 Addendum 2
Yellowstone Landscape
Yellowstone Landscape
Supplier Response

Event Information

Number: 2022-13 Addendum 2
Title: Rights-of-Way (ROW) Mowing and Maintenance
Type: Request for Proposal
Issue Date: 12/21/2022
Deadline: 1/13/2023 10:00 AM (CT)
Notes: Annual contract for Mowing Services and Rights-of-Way Maintenance for Municipally owned and maintained properties.

Contact Information

Contact: Cheryl Womble, CTCD/CTCM
Address: City of Lancaster/Purchasing

Attn: Purchasing Agent
P. O. Box
Lancaster, TX 75146
Phone: (972) 218-1329
Email: cwomble@lancaster-tx.com

Yellowstone Landscape Information

Contact:	Bruce McDonald
Address:	1839 Ryan Rd Dallas, TX 75220
Phone:	(469) 682-0986
Email:	bmcdonald@yellowstonelandscape.com
Web Address:	yellowstonelandscape.com

We strongly request that bidders submit their response electronically. Electronic bidding will eliminate errors, eliminate unnecessary work, and is more friendly to the environment. Your cooperation is appreciated.

Please feel free to call us if you require any assistance with the response.

Emailed or Fax submissions will not be accepted.

Bruce McDonald
Signature

bmcdonald@yellowstonelandscape.com
Email

Submitted at 1/13/2023 07:25:20 AM (CT)

Response Attachments

Bid Form for Israel.pdf

Form Israel

Bid Form COI.pdf

Conflict Of Interest Form

20-21 COI Evidence of Coverage.pdf

Insurance Coverage Sample

2022 Yellowstone Central W9.pdf

Yellowstone W-9

Bid Form Reference Page.doc

See other reference page

References Municipal.pdf

References Yellowstone

Yellowstone Equipment .pdf

Equipment List

City of Lancaster Bid Form Vendor ACH.pdf

EFT Form

Bid Form Vendor Information Sheet.doc

Yellowstone Vendor Information

YL- Bid Bond- Lancaster.pdf

Yellowstone Bid Bond

Bid Attributes

1 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.

☑ I Understand (Understood)

2 Errors

The system checks for errors upon submittal. If you have not completed a required attribute, the system will not accept your bid. Please do not wait until 5 minutes before the response is due. If you have an error, you may not have time to correct and re-submit. Please see the Navigating the E-Procurement System document located at www.lancaster-tx.com/bids for information on errors.

☑ I Understand (Understood)

3 Server Time

Server Time is located in the top right corner of the screen. Please ensure you have registered and selected the appropriate time zone. All bids are due Central Time.

☑ I Understand (Understood)

4 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).

☑ Agree (Agree)

5 Deviation

DEVIATIONS: In the event, you the Proposer, intend to deviate from the general terms, conditions, special conditions, specifications, or 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.

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

None

6 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 organizaitional and directional terms.

No

7 Litigation

Address any performance related litigation that your firm may be, or has been, involved in over the last five (5) years.

No

8 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.

No

9	**Notification** How did you hear about this bid opportunity? e-pro
10	**Difficulties** What difficulties do you anticipate in serving the City? How do you plan to manange 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). Difficulties would be the City of Lancaster making changes to the contract, adding or removing areas to be maintained. Currently Yellowstone does multiple municipalities, school districts and colleges. Cost control we use larger equipment, scheduled routes, and an Account Manager. Account Manager is the point of contract for the City of Lancaster, available 24hrs. The Account manager provides a schedule to the representative for the City of Lancaster, and to the crews. The crews will follow the same route each week, to prevent missing properties, increase quality control and help the City of Lancaster report to residents and City staff where Yellowstone will be each week.
11	**Special Services** Provide details regarding any special services or product characteristics, or other benefits offered or advantages to the City if selecting your firm. Yellowstone Landscape is a national commercial landscape company. We do all work in house, no subs. We handle regular maintenance (turf, beds) along with chemical applications, irrigation inspections/repairs, and enhancements. We also assign an Account Manager to your contract to be your one point of contact. The account manager will be available 24hrs, by phone, text or email.
12	**Relationships** Does any relationship exist between your company and any City Officers, employees or Architect whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain. None
13	**Questions** During the term of this RFP, the Proposer shall not contact any City staff except those designated in the RFP or subsequent addendums/ correspondence. All questions should be addressed in the e-bid system or in writing to the City's Purchasing Agent via email at Email Purchasing or by fax at 972-218-3621 at least five (5) business days prior to the Due Date. **Non-compliance with this provision may result in rejection of the Proposal.** ☑ I Agree (Agree)
14	**MODIFICATION OF A SUBMITTED BID / PROPOSALS** A proposer may modify a response electronically by logging into the e-procurement system and retracting their bid. Changes can be made up to the closing date and time. It is the vendor's responsibility to save any changes and re-submit their response. ☑ I Understand (Understood)
15	**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 Bonds 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. ☑ I Agree (Agreed)
16	**Electronic Payment** If you would like your payment sent electronically (EFT), please provide your accounts receivable contact information. Please provide name and email. See EFT form

17 T&C Acknowledgement

I have read and agree to the terms and conditions of this bid.

☑ I Agree (Agreed)

18 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.

☑ I Agree (Agreed)

19 Insurance

Vendor shall provide insurance as listed in the insurance requirements attached.

☑ I Understand (Understood)

20 Bid Bond

A bid bond in the amount of 5% is required for this project. Please scan and attach a copy to this bid. The original must be received prior to the bid due date and time.

Delivery by Mail::
City of Lancaster - Attn: Purchasing - PO Box 940, Lancaster, TX 75146.
Delivery by Express or in Person:
City of Lancaster - Attn: Purchasing - 211 N. Henry, Lancaster, TX 75146

A Sample form is attached.

☑ I Understand & have attached a copy. (Understood)

21 Performance Bond

A performance bond in the amount of 100% of the contract amount will be required from the awarded vendor. A sample document is attached and must be used by issuing bonding agent.

☑ I Understand (Understood)

22 County

What county is your principal place of business located?

United States, Texas Lewisville, Texas

23 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.

24 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.

☑ I Understand (Understood)

25 Payment Terms

The City of Lancaster’s payment terms are Net 30.

☑ I Agree (Agreed)

26

Change Orders

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the city of Lancaster.

☑ I Agree (Agreed)

27

MWBE 1

Is your company M/WBE or HUB certified?

No

28

MWBE 2

If yes, what is your certification number?

No response

29

MWBE 3

If yes, what agency completed the certification?

No response

30

MWBE 4

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

No response

31

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?

Texas

32

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

33

Reciprocal Information 3

If Yes, What is the dollar increment or percentage?

N/A

34

One Year - 4 Renewals

Length of this contract shall be for one (1) full year with the option to renew the contract for four additional one-year periods. Both parties must be in agreement.

Agree

35 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.

☑ Agree (Agree)

36 Price Increases

Prices are firm for the first year. Any price increase after year one, must be justified and documentation submitted. Price increases may not exceed the current Consumer Price Index (U) for the D/FW Region.

☑ Agree (Agree)

37 Financial Default

Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

No

38 NEPOTISM STATEMENT

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Lancaster:

Not Related

39 Non-Performance

Identify if your firm has had any contracts terminated due to non-performance over the past five (5) years.

None

40 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.

☑ I Agree (Agreed)

41 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.

Do Not

42 Regulatory Sanctions

Identify adverse actions sanctioned by any regulatory authorities over the past five (5) years.

None

43 Workmanship

All work and workmanship must be of good quality and adhere to all applicable laws and regulations. Contractor must possess all necessary licenses.

44 Work Hours

Working hours are not to begin prior to 7:00 AM or extend past 5:00 PM without prior written approval.

☑ I Understand (Understood)

45	**PASS-THROUGH COST ADJUSTMENTS** Except in instances of extreme extenuating circumstances, vendor prices shall remain firm throughout the contract period and any renewal period(s). Examples of extreme extenuating circumstances include such situations as a nationwide rail strike, oil shortage, oil embargo or war. In extreme extenuating circumstances vendors may be allowed to temporarily “pass-through” additional costs that they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a vendor’s cost for his product exceeds 10% over the original cost of the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a vendor thinks he/she will be asking for a pass through cost adjustment during the term of his/her contract, then the original cost of his/her product to him/her must be stated in the vendor’s original proposal. ☑ I Agree (Agreed)
46	**Contractor Independence** Contractor will operate as an independent contractor and not an agent, representative, partner, or employee of the City of Lancaster, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employee(s). All wages, taxes, and worker's compensation of all contract employees shall be paid by the contractor.
47	**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. 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. ☑ I Agree (Agreed)
48	**Contractor Responsibility** Keep project area in a safe and clean environment at all times during the contract period. Ensure all work is executed in accordance with OSHA (Occupational Safety and Health Administration) Requirements. Contractor must ensure that all Federal, State, and Local regulation are met.
49	**Damage** Contractors are responsible for repairs caused by their negligence for any damage to public right of way and/or private property.. Repairs must be completed prior to final acceptance of job for payment.
50	**Conflict of Interest** Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Lancaster, including affiliations and business and financial relationships such persons may have with City of Lancaster officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: www.lancaster-tx.com/bid. (click on the Conflict of Interest Link). BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF LANCASTER, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM. ☑ Agree (Agree)

Bid Lines

1	**Cost per Week to Mow Airport Area - A01 - Map Grid #(s) G-5, G-6, H-6, H-7, I-7**					
	Quantity: 1	UOM: EA	Price:	$173.94	Total:	$173.94
	Item Notes: **Airport Property, 730 Ferris Road, Frequency 7 days**					
2	**Cost per Week to Mow Airport Area - A02 - Map Grid #(s) G-5, G-6, H-6, H-7, I-7**					
	Quantity: 1	UOM: EA	Price:	$127.67	Total:	$127.67
	Item Notes: **Airport Property, 730 Ferris Road, Frequency 7 days**					
3	**Cost per Week to Mow Airport Area - A03 - Map Grid #(s) G-5, G-6, H-6, H-7, I-7**					
	Quantity: 1	UOM: EA	Price:	$202.84	Total:	$202.84
	Item Notes: **Airport Property, 730 Ferris Road, Frequency 7 days**					
4	**Cost per Two Weeks to Mow Airport Area - A04 - Map Grid #(s) G-5, G-6, H-6, H-7, I-7**					
	Quantity: 1	UOM: EA	Price:	$4,754.71	Total:	$4,754.71
	Item Notes: **Airport Property, 730 Ferris Road, Frequency 14 days**					
5	**Cost per Two Weeks to Mow - Barricade - B01 - Map Grid #(s) A-6**					
	Quantity: 1	UOM: EA	Price:	$3.30	Total:	$3.30
	Item Notes: **Barricade, Breezewood Lane, Frequency 14 days**					
6	**Cost per Two Weeks to Mow - Barricade - B03 - Map Grid #(s) E-4**					
	Quantity: 1	UOM: EA	Price:	$1.98	Total:	$1.98
	Item Notes: **Barricade, Katy Street, Frequency 14 days**					
7	**Cost per Two Weeks to Mow - Barricade - B04 - Map Grid #(s) D-4**					
	Quantity: 1	UOM: EA	Price:	$3.96	Total:	$3.96
	Item Notes: **Barricade, Oakbluff Drive, Frequency 14 days**					
8	**Cost per Two Weeks to Mow - Barricade - B06 - Map Grid #(s) A-6**					
	Quantity: 1	UOM: EA	Price:	$7.92	Total:	$7.92
	Item Notes: **Barricade, Meadowlark Lane North, Frequency 14 days**					
9	**Cost per Two Weeks to Mow - Barricade - B07 - Map Grid #(s) A-7**					
	Quantity: 1	UOM: EA	Price:	$7.92	Total:	$7.92
	Item Notes: **Barricade, Meadowlark Lane South, Frequency 14 days**					
10	**Cost per Two Weeks to Mow - Barricade - B08 - Map Grid #(s) D-4**					
	Quantity: 1	UOM: EA	Price:	$3.30	Total:	$3.30
	Item Notes: **Barricade, Waynelee Drive, Frequency 14 days**					
11	**Cost per Two Weeks to Mow - Barricade - B09 - Map Grid #(s) D-4**					
	Quantity: 1	UOM: EA	Price:	$3.30	Total:	$3.30
	Item Notes: **Barricade, Dogwood Trail, Frequency 14 days**					

12	**Cost per Two Weeks to Mow - Barricade - B10 - Map Grid #(s) E-4**					
	Quantity: 1	UOM: EA	Price:	$3.96	Total:	$3.96
	Item Notes: **Barricade, Pierson Street, Frequency 14 days**					
13	**Cost per Two Weeks to Mow - Barricade - B11 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$6.60	Total:	$6.60
	Item Notes: **Barricade, Riverway Lane East, Frequency 14 days**					
14	**Cost per Two Weeks to Mow - Barricade - B12 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$6.60	Total:	$6.60
	Item Notes: **Barricade, Riverway Lane West, Frequency 14 days**					
15	**Cost per Two Weeks to Mow - Barricade - B13 - Map Grid #(s) A-2**					
	Quantity: 1	UOM: EA	Price:	$2.20	Total:	$2.20
	Item Notes: **Barricade, Sherwood Avenue, Frequency 14 days**					
16	**Cost per Two Weeks to Mow - Barricade - B14 - Map Grid #(s) E-5**					
	Quantity: 1	UOM: EA	Price:	$3.96	Total:	$3.96
	Item Notes: **Barricade, State Street North, Frequency 14 days**					
17	**Cost per Two Weeks to Mow - Barricade - B15 - Map Grid #(s) E-5**					
	Quantity: 1	UOM: EA	Price:	$3.96	Total:	$3.96
	Item Notes: **Barricade, State Street South, Frequency 14 days**					
18	**Cost per Two Weeks to Mow - Barricade - B16 - Map Grid #(s) C-4**					
	Quantity: 1	UOM: EA	Price:	$3.96	Total:	$3.96
	Item Notes: **Barricade, Sunny Meadow Drive, Frequency 14 days**					
19	**Cost per Two Weeks to Mow - Barricade - B17 - Map Grid #(s) D-3**					
	Quantity: 1	UOM: EA	Price:	$6.60	Total:	$6.60
	Item Notes: **Barricade, Verona Road, Frequency 14 days**					
20	**Cost per Two Weeks to Mow - Barricade - B18 - Map Grid #(s) A-8**					
	Quantity: 1	UOM: EA	Price:	$3.30	Total:	$3.30
	Item Notes: **Barricade, Western Hills Drive, Frequency 14 days**					
21	**Cost per Two Weeks to Mow - Barricade - B19 - Map Grid #(s) B-3**					
	Quantity: 1	UOM: EA	Price:	$3.30	Total:	$3.30
	Item Notes: **Barricade, Lyon Street, Frequency 14 days**					
22	**Cost per Two Weeks to Mow - Barricade - B21 - Map Grid #(s) C-3**					
	Quantity: 1	UOM: EA	Price:	$3.30	Total:	$3.30
	Item Notes: **Barricade, Kings Cross Drive, Frequency 14 days**					

23	**Cost per Two Weeks to Mow - Barricade - B23 - Map Grid #(s) C-2**					
	Quantity: 1	UOM: EA	Price:	$3.30	Total:	$3.30
	Item Notes: **Barricade, Dizzy Dean Drive, Frequency 14 days**					
24	**Cost per Two Weeks to Mow - Barricade - B24 - Map Grid #(s) D-5**					
	Quantity: 1	UOM: EA	Price:	$3.30	Total:	$3.30
	Item Notes: **Barricade, Aaron Street, Frequency 14 days**					
25	**Cost per Two Weeks to Mow - City Property - CP01 - Map Grid #(s) D-4**					
	Quantity: 1	UOM: EA	Price:	$70.15	Total:	$70.15
	Item Notes: **City Property, 624 West Pleasant Run Road, Frequency 14 days**					
26	**Cost per Two Weeks to Mow - City Property - CP02 - Map Grid #(s) D-4**					
	Quantity: 1	UOM: EA	Price:	$70.15	Total:	$70.15
	Item Notes: **City Property, 620 West Pleasant Run Road, Frequency 14 days**					
27	**Cost per Two Weeks to Mow - City Property - CP03 - Map Grid #(s) B-5**					
	Quantity: 1	UOM: EA	Price:	$61.48	Total:	$61.48
	Item Notes: **City Property, 2218 West Main Street, Frequency 14 days**					
28	**Cost per Two Weeks to Mow - City Property - CP04 - Map Grid #(s) B-5**					
	Quantity: 1	UOM: EA	Price:	$143.28	Total:	$143.28
	Item Notes: **City Property, 2100 West Main Street, Frequency 14 days**					
29	**Cost per Two Weeks to Mow - City Property - CP05 - Map Grid #(s) E-4**					
	Quantity: 1	UOM: EA	Price:	$128.08	Total:	$128.08
	Item Notes: **City Property, 1111 North Lancaster Hutchins Road (Front of Property), Frequency 14 days**					
30	**Cost per Two Weeks to Mow - City Property - CP06 - Map Grid #(s) B-2**					
	Quantity: 1	UOM: EA	Price:	$197.14	Total:	$197.14
	Item Notes: **City Property, 3648 Ames Road (Ames Road Water Tanks), Frequency 14 days**					
31	**Cost per Two Weeks to Mow - City Property - CP07 - Map Grid #(s) E-5**					
	Quantity: 1	UOM: EA	Price:	$9.08	Total:	$9.08
	Item Notes: **City Property, South State Street (South of Railroad Tracks), Frequency 14 Days**					
32	**Cost per Two Weeks to Mow - City Property - CP08 - Map Grid #(s) E-4**					
	Quantity: 1	UOM: EA	Price:	$22.80	Total:	$22.80
	Item Notes: **City Property, 501 Hall Street, Frequency 14 Days**					
33	**Cost per Two Weeks to Mow - City Property - CP09 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$38.07	Total:	$38.07
	Item Notes: **City Property, 1900 Riverway Lane, Frequency 14 Days**					

34	**Cost per Two Weeks to Mow - City Property - CP10 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$42.63	Total:	$42.63
	Item Notes: **City Property, 1904 Riverway Lane, Frequency 14 Days**					
35	**Cost per Two Weeks to Mow - City Property - CP11 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$19.75	Total:	$19.75
	Item Notes: **City Property, 1919 Riverway Lane, Frequency 14 Days**					
36	**Cost per Two Weeks to Mow - City Property - CP13 - Map Grid #(s) B-4, C-4**					
	Quantity: 1	UOM: EA	Price:	$243.25	Total:	$243.25
	Item Notes: **City Property, 602 Chapman Drive, Frequency 14 Days**					
37	**Cost per Two Weeks to Mow - City Property - CP14 - Map Grid #(s) D-4**					
	Quantity: 1	UOM: EA	Price:	$123.67	Total:	$123.67
	Item Notes: **City Property, 1010 Oakbluff Drive, Frequency 14 Days**					
38	**Cost per Two Weeks to Mow - City Property - CP15 - Map Grid #(s) D-5**					
	Quantity: 1	UOM: EA	Price:	$84.74	Total:	$84.74
	Item Notes: **City Property, 1200 Spring Creek Drive, Frequency 14 Days**					
39	**Cost per Two Weeks to Mow - City Property - CP16 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$37.65	Total:	$37.65
	Item Notes: **City Property, 1401 Enchanted Lane, Frequency 14 Days**					
40	**Cost per Two Weeks to Mow - City Property - CP17 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$38.24	Total:	$38.24
	Item Notes: **City Property, 1409 Enchanted Lane, Frequency 14 Days**					
41	**Cost per Two Weeks to Mow - City Property - CP18 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$38.33	Total:	$38.33
	Item Notes: **City Property, 1417 Enchanted Lane, Frequency 14 Days**					
42	**Cost per Two Weeks to Mow - City Property - CP19 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$37.82	Total:	$37.82
	Item Notes: **City Property, 1425 Enchanted Lane, Frequency 14 Days**					
43	**Cost per Two Weeks to Mow - City Property - CP20 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$38.33	Total:	$38.33
	Item Notes: **City Property, 1433 Enchanted Lane, Frequency 14 Days**					
44	**Cost per Two Weeks to Mow - City Property - CP21 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$31.20	Total:	$31.20
	Item Notes: **City Property, 1441 Enchanted Lane, Frequency 14 Days**					

45	**Cost per Two Weeks to Mow - City Property - CP22 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$38.33	Total:	$38.33
	Item Notes: **City Property, 1633 Enchanted Lane, Frequency 14 Days**					
46	**Cost per Two Weeks to Mow - City Property - CP23 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$23.48	Total:	$23.48
	Item Notes: **City Property, 1719 Enchanted Lane, Frequency 14 Days**					
47	**Cost per Two Weeks to Mow - City Property - CP24 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$58.56	Total:	$58.56
	Item Notes: **City Property, 1725 Enchanted Lane, Frequency 14 Days**					
48	**Cost per Two Weeks to Mow - City Property - CP25 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$126.84	Total:	$126.84
	Item Notes: **City Property, 1801 Enchanted Lane, Frequency 14 Days**					
49	**Cost per Two Weeks to Mow - City Property - CP26 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$49.26	Total:	$49.26
	Item Notes: **City Property, 1807 Enchanted Lane, Frequency 14 Days**					
50	**Cost per Two Weeks to Mow - City Property - CP27 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$45.42	Total:	$45.42
	Item Notes: **City Property, 1813 Enchanted Lane, Frequency 14 Days**					
51	**Cost per Two Weeks to Mow - City Property - CP28 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$64.40	Total:	$64.40
	Item Notes: **City Property, 1925 Enchanted Lane, Frequency 14 Days**					
52	**Cost per Two Weeks to Mow - City Property - CP29 - Map Grid #(s) B-6, C-6**					
	Quantity: 1	UOM: EA	Price:	$63.08	Total:	$63.08
	Item Notes: **City Property, 2001 Enchanted Lane, Frequency 14 Days**					
53	**Cost per Two Weeks to Mow - City Property - CP30 - Map Grid #(s) C-6**					
	Quantity: 1	UOM: EA	Price:	$54.76	Total:	$54.76
	Item Notes: **City Property, 1931 Enchanted Lane, Frequency 14 Days**					
54	**Cost per Two Weeks to Mow - City Property - CP31 - Map Grid #(s) B-6, C-6**					
	Quantity: 1	UOM: EA	Price:	$54.76	Total:	$54.76
	Item Notes: **City Property, 2011 Enchanted Lane, Frequency 14 Days**					
55	**Cost per Two Weeks to Mow - City Property - CP32 - Map Grid #(s) C-5**					
	Quantity: 1	UOM: EA	Price:	$71.45	Total:	$71.45
	Item Notes: **City Property, 101 Southwood Drive, Frequency 14 Days**					

56 **Cost per Two Weeks to Mow - City Property - CP33 - Map Grid #(s) B-6**

Quantity: 1 UOM: EA Price: $32.29 Total: $32.29

Item Notes: **City Property, 241 Creekwood Drive, Frequency 14 Days**

57 **Cost per Two Weeks to Mow - City Property - CP34 - Map Grid #(s) B-6**

Quantity: 1 UOM: EA Price: $39.39 Total: $39.39

Item Notes: **City Property, 253 Creekwood Drive, Frequency 14 Days**

58 **Cost per Two Weeks to Mow - City Property - CP35 - Map Grid #(s) B-6**

Quantity: 1 UOM: EA Price: $41.07 Total: $41.07

Item Notes: **City Property, 257 Creekwood Drive, Frequency 14 Days**

59 **Cost per Two Weeks to Mow - City Property - CP36 - Map Grid #(s) E-5**

Quantity: 1 UOM: EA Price: $20.72 Total: $20.72

Item Notes: **City Property, 301 North Dallas Avenue (Landlocked Parcel Behind 301 North Dallas Avenue), Frequency 14 Days**

60 **Cost per Two Weeks to Mow - City Property - CP37 - Map Grid #(s) A-6**

Quantity: 1 UOM: EA Price: $17.82 Total: $17.82

Item Notes: **City Property, 2721 Breezewood Lane, Frequency 14 Days**

61 **Cost per Two Weeks to Mow - City Property - CP38 - Map Grid #(s) A-6**

Quantity: 1 UOM: EA Price: $21.64 Total: $21.64

Item Notes: **City Property, 2701 Breezewood Lane, Frequency 14 Days**

62 **Cost per Two Weeks to Mow - City Property - CP39 - Map Grid #(s) D-5**

Quantity: 1 UOM: EA Price: $27.77 Total: $27.77

Item Notes: **City Property, 500 Quail Hollow Drive, Frequency 14 Days**

63 **Cost per Two Weeks to Mow - City Property - CP40 - Map Grid #(s) D-5**

Quantity: 1 UOM: EA Price: $17.41 Total: $17.41

Item Notes: **City Property, 504 Quail Hollow Drive, Frequency 14 Days**

64 **Cost per Two Weeks to Mow - City Property - CP41 - Map Grid #(s) D-5**

Quantity: 1 UOM: EA Price: $14.10 Total: $14.10

Item Notes: **City Property, 508 Quail Hollow Drive, Frequency 14 Days**

65 **Cost per Two Weeks to Mow - City Property - CP42 - Map Grid #(s) D-5**

Quantity: 1 UOM: EA Price: $10.34 Total: $10.34

Item Notes: **City Property, 512 Quail Hollow Drive, Frequency 14 Days**

66 **Cost per Two Weeks to Mow - City Property - CP43 - Map Grid #(s) D-5**

Quantity: 1 UOM: EA Price: $11.50 Total: $11.50

Item Notes: **City Property, 516 Quail Hollow Drive, Frequency 14 Days**

67	**Cost per Two Weeks to Mow - City Property - CP44 - Map Grid #(s) D-5**					
	Quantity: 1	UOM: EA	Price:	$12.02	Total:	$12.02
	Item Notes: **City Property, 520 Quail Hollow Drive, Frequency 14 Days**					
68	**Cost per Two Weeks to Mow - City Property - CP45 - Map Grid #(s) D-5**					
	Quantity: 1	UOM: EA	Price:	$12.01	Total:	$12.01
	Item Notes: **City Property, 522 Quail Hollow Drive, Frequency 14 Days**					
69	**Cost per Two Weeks to Mow - City Property - CP46 - Map Grid #(s) D-5**					
	Quantity: 1	UOM: EA	Price:	$65.93	Total:	$65.93
	Item Notes: **City Property, 1115 West Belt Line Road, Frequency 14 Days**					
70	**Cost per Two Weeks to Mow - City Property - CP47 - Map Grid #(s) E-5**					
	Quantity: 1	UOM: EA	Price:	$52.01	Total:	$52.01
	Item Notes: **City Property, 212 North Elm Street, Frequency 14 Days**					
71	**Cost per Two Weeks to Mow - City Property - CP48 - Map Grid #(s) B-5**					
	Quantity: 1	UOM: EA	Price:	$20.67	Total:	$20.67
	Item Notes: **City Property, 710 Mill Creek Road, Frequency 14 Days**					
72	**Cost per Two Weeks to Mow - City Property - CP49 - Map Grid #(s) E-5**					
	Quantity: 1	UOM: EA	Price:	$43.19	Total:	$43.19
	Item Notes: **City Property, 220 West Main Street (Municipal Courts Building), Frequency 14 Days**					
73	**Cost per Two Weeks to Mow - City Property - CP50 - Map Grid #(s) D-4, D-5**					
	Quantity: 1	UOM: EA	Price:	$132.52	Total:	$132.52
	Item Notes: **City Property, 901 Meadow Creek Circle (Landlocked Floodplain Property), Frequency 14 Days**					
74	**Cost per Two Weeks to Mow - City Property - CP51 - Map Grid #(s) B-3**					
	Quantity: 1	UOM: EA	Price:	$27.38	Total:	$27.38
	Item Notes: **City Property, 2000 West Wintergreen Road (Water Tower), Frequency 14 Days**					
75	**Cost per Two Weeks to Mow - City Property - CP52 - Map Grid #(s) E-5**					
	Quantity: 1	UOM: EA	Price:	$95.83	Total:	$95.83
	Item Notes: **City Property, 1011 East Beltline Road (Water Tower), Frequency 14 Days**					
76	**Cost per Week to Mow - City Property - CP53 - Map Grid #(s) E-3**					
	Quantity: 1	UOM: EA	Price:	$242.59	Total:	$242.59
	Item Notes: **City Property, 1999 North Jefferson (James R. Williams Pump Station), Frequency 7 Days**					
77	**Cost per Two Weeks to Mow - City Property - CP57**					
	Quantity: 1	UOM: EA	Price:	$319.81	Total:	$319.81
	Item Notes: **City Property, 3545-3549 Ames Road, Frequency 14 Days**					

78	**Cost per Two Weeks to Mow - City Property - CP58**					
	Quantity: 1	UOM: EA	Price:	$564.59	Total:	$564.59
	Item Notes: **City Property, 2415 Sunny Meadows Drive (Roy Crawford Park, 10.31 Acres), Frequency 14 Days**					
79	**Cost per Two Weeks to Mow - City Property - CP59**					
	Quantity: 1	UOM: EA	Price:	$1,699.13	Total:	$1,699.13
	Item Notes: **City Property, Hike and Bike Trail, Frequency 14 Days**					
80	**Cost per Month to Mow - City Property - CP60**					
	Quantity: 1	UOM: EA	Price:	$1,137.39	Total:	$1,137.39
	Item Notes: **City Property, 709 Nokomis Road (20.77 Acres), Frequency 30 Days**					
81	**Cost per Month to Mow - City Property - CP61**					
	Quantity: 1	UOM: EA	Price:	$4,710.55	Total:	$4,710.55
	Item Notes: **City Property, 800 Nokomis Road (86.02 Acres), Frequency 30 Days**					
82	**Cost per Two Weeks to Mow - City Property - CP62**					
	Quantity: 1	UOM: EA	Price:	$148.40	Total:	$148.40
	Item Notes: **City Property, 422 South Centre Street, Frequency 14 Days** **CP 62 should include: The Rail Road Depot is on the North side of the fence staff does one pass and the east side of the building from the facia to the bottom of the small ditch line adjacent to the rail road tracks.**					
83	**Cost per Two Weeks to Mow - City Property - CP63**					
	Quantity: 1	UOM: EA	Price:	$37.79	Total:	$37.79
	Item Notes: **City Property, 521 East Third Street, Frequency 14 Days**					
84	**Cost per Two Weeks to Mow - City Property - CP64**					
	Quantity: 1	UOM: EA	Price:	$52.02	Total:	$52.02
	Item Notes: **City Property, 629 East Third Street, Frequency 14 Days** **CP 64 should include inside and outside the fenced area.**					
85	**Cost per Two Weeks to Mow - City Property - CP65**					
	Quantity: 1	UOM: EA	Price:	$160.45	Total:	$160.45
	Item Notes: **City Property, 4562 University Hills Boulevard (Wheatland Yard), Frequency 14 Days**					
86	**Cost per Two Weeks to Mow - City Property - CP66**					
	Quantity: 1	UOM: EA	Price:	$70.64	Total:	$70.64
	Item Notes: **City Property, 739 North Lancaster Hutchins Road, Frequency 14 Days**					
87	**Cost per Two Weeks to Mow - City Property - CP67**					
	Quantity: 1	UOM: EA	Price:	$82.14	Total:	$82.14
	Item Notes: **City Property, 1105 North Lancaster Hutchins Road, Frequency 14 Days**					

88	**Cost per Two Weeks to Mow - Drainage Easement - DE01 - Map Grid #(s) C-1**					
	Quantity: 1	UOM: EA	Price: $56.54	Total: $56.54		
	Item Notes: **Drainage Easement, East of Daniel Lane from Cedardale Road to 650' South, Frequency 14 Days**					
89	**Cost per Two Weeks to Mow - Drainage Easement - DE02 - Map Grid #(s) D-5**					
	Quantity: 1	UOM: EA	Price: $62.29	Total: $62.29		
	Item Notes: **Drainage Easement, Behind Homestead Drive from West Main Street to West Belt Line Road, Frequency 14 Days**					
90	**Cost per Two Weeks to Mow - Drainage Easement - DE03 - Map Grid #(s) B-5**					
	Quantity: 1	UOM: EA	Price: $131.63	Total: $131.63		
	Item Notes: **Drainage Easement, 2000 West Belt Line Road, Frequency 14 Days**					
91	**Cost per Two Weeks to Mow - Drainage Easement - DE04 - Map Grid #(s) C-5**					
	Quantity: 1	UOM: EA	Price: $71.87	Total: $71.87		
	Item Notes: **Drainage Easement, Southwood Drive (between Southwood Drive and Main Street), Frequency 14 Days**					
92	**Cost per Two Weeks to Mow - Drainage Easement - DE09 - Map Grid #(s) E-5**					
	Quantity: 1	UOM: EA	Price: $95.83	Total: $95.83		
	Item Notes: **Drainage Easement, 703 East Second Street, Frequency 14 Days**					
93	**Cost per Two Weeks to Mow - Drainage Easement - DE10 - Map Grid #(s) B-2, C-2**					
	Quantity: 1	UOM: EA	Price: $21.68	Total: $21.68		
	Item Notes: **Drainage Easement, 3210 Baskin Drive from Baskin Drive to Ames Road, Frequency 14 Days**					
94	**Cost per Two Weeks to Mow - Drainage Easement - DE17 - Map Grid #(s) D-4**					
	Quantity: 1	UOM: EA	Price: $35.46	Total: $35.46		
	Item Notes: **Drainage Easement, 620 West Pleasant Run Road, Frequency 14 Days**					
95	**Cost per Two Weeks to Mow - Guardrail - G01 - Map Grid #(s) E-5**					
	Quantity: 1	UOM: EA	Price: $5.00	Total: $5.00		
	Item Notes: **Guardrail, West First Street at Bridge (Both Sides), Frequency 14 Days**					
96	**Cost per Two Weeks to Mow - Guardrail - G02 - Map Grid #(s) E-5**					
	Quantity: 1	UOM: EA	Price: $12.55	Total: $12.55		
	Item Notes: **Guardrail, West Main Street at Bridge (Both Sides), Frequency 14 Days**					
97	**Cost per Two Weeks to Mow - Guardrail - G03 - Map Grid #(s) E-5**					
	Quantity: 1	UOM: EA	Price: $6.06	Total: $6.06		
	Item Notes: **Guardrail, East Main Street at Bridge (Both Sides), Frequency 14 Days**					
98	**Cost per Two Weeks to Mow - Guardrail - G04 - Map Grid #(s) E-4**					
	Quantity: 1	UOM: EA	Price: $8.14	Total: $8.14		
	Item Notes: **Guardrail, West Fourth Street at Bridge (Both Sides), Frequency 14 Days**					

99	**Cost per Two Weeks to Mow - Guardrail - G05 - Map Grid #(s) E-4**					
	Quantity: 1	UOM: EA	Price:	$5.30	Total:	$5.30
	Item Notes: **Guardrail, West Sixth Street at Bridge (Both Sides), Frequency 14 Days**					
100	**Cost per Two Weeks to Mow - Guardrail - G06 - Map Grid #(s) E-4**					
	Quantity: 1	UOM: EA	Price:	$5.58	Total:	$5.58
	Item Notes: **Guardrail, West Eighth Street at Bridge (Both Sides), Frequency 14 Days**					
101	**Cost per Two Weeks to Mow - Guardrail - G07 - Map Grid #(s) D-5, E-5**					
	Quantity: 1	UOM: EA	Price:	$1.21	Total:	$1.21
	Item Notes: **Guardrail, Pecan Hollow Drive from End, Frequency 14 Days**					
102	**Cost per Two Weeks to Mow - Guardrail - G08 - Map Grid #(s) D-5**					
	Quantity: 1	UOM: EA	Price:	$2.05	Total:	$2.05
	Item Notes: **Guardrail, West Main Street at Ditch, Frequency 14 Days**					
103	**Cost per Two Weeks to Mow - Guardrail - G9 - Map Grid #(s) C-2**					
	Quantity: 1	UOM: EA	Price:	$3.19	Total:	$3.19
	Item Notes: **Guardrail, Portwood Drive End of the Street, Frequency 14 Days**					
104	**Cost per Two Weeks to Mow - Guardrail - G10 - Map Grid #(s) C-2**					
	Quantity: 1	UOM: EA	Price:	$3.19	Total:	$3.19
	Item Notes: **Guardrail, Elkins Avenue (End of Street), Frequency 14 Days**					
105	**Cost per Two Weeks to Mow - Guardrail - G11 - Map Grid #(s) C-2**					
	Quantity: 1	UOM: EA	Price:	$3.19	Total:	$3.19
	Item Notes: **Guardrail, Interurban Road End of the Street, Frequency 14 Days**					
106	**Cost per Two Weeks to Mow - Guardrail - G12 - Map Grid #(s) C-2**					
	Quantity: 1	UOM: EA	Price:	$6.39	Total:	$6.39
	Item Notes: **Guardrail, Edwards Street End of the Street, Frequency 14 Days**					
107	**Cost per Week to Mow - Guardrail - G13 - Map Grid #(s) E-3**					
	Quantity: 1	UOM: EA	Price:	$6.39	Total:	$6.39
	Item Notes: **Guardrail, 1999 North Jefferson Street, Across the Street, Across the Driveway, Frequency 7 Days**					
108	**Cost per Two Weeks to Mow - Headwall - H01 - Map Grid #(s) A-4**					
	Quantity: 1	UOM: EA	Price:	$11.14	Total:	$11.14
	Item Notes: **Headwall, Greene Road at Bridge (Both Sides), Frequency 14 Days**					
109	**Cost per Two Weeks to Mow - Headwall - H02 - Map Grid #(s) D-4**					
	Quantity: 1	UOM: EA	Price:	$10.95	Total:	$10.95
	Item Notes: **Headwall, Dewberry Boulevard at Bridge, West Side, Frequency 14 Days**					

110 **Cost per Two Weeks to Mow - Headwall - H03 - Map Grid #(s) B-2**

Quantity: 1 UOM: EA Price: $13.35 Total: $13.35

Item Notes: **Headwall, Ames Road, North of Swift Fox Drive, Frequency 14 Days**

111 **Cost per Two Weeks to Mow - Headwall - H04 - Map Grid #(s) A-6**

Quantity: 1 UOM: EA Price: $49.02 Total: $49.02

Item Notes: **Headwall, Breezewood Lane, North Side, Frequency 14 Days**

112 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R01 - Map Grid #(s) A-4, B-4, C-4, D-4, E-4**

Quantity: 1 UOM: EA Price: $426.23 Total: $426.23

Item Notes: **ROW and Median, West Pleasant Run Road from Dallas Avenue to I-35E, Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

113 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R02 - Map Grid #(s) E-4, F-4, G-4**

Quantity: 1 UOM: EA Price: $352.81 Total: $352.81

Item Notes: **ROW and Median, East Pleasant Run Road from Lancaster Hutchins Road to Pinto Road, Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

114 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R03 - Map Grid #(s) B-1**

Quantity: 1 UOM: EA Price: $11.38 Total: $11.38

Item Notes: **ROW and Median, University Hills Boulevard from I-20 to Wheatland Road, Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

115 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R05 - Map Grid #(s) B-1, B-2, B-3, B-4, A-5, B-5**

Quantity: 1 UOM: EA Price: $423.66 Total: $423.66

Item Notes: **ROW and Median, North Houston School Road from Pleasant Run Road to I-20, Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

116 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R07 - Map Grid #(s) A-5, B-5, C-5, D-5, E-5**

Quantity: 1 UOM: EA Price: $384.99 Total: $384.99

Item Notes: **ROW and Median, West Belt Line Road from Bluegrove to I-35E, Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

117 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R013 - Map Grid #(s) E-4**

Quantity: 1 UOM: EA Price: $100.00 Total: $100.00

Item Notes: **ROW and Median, North Dallas Avenue from Alexander Street to Pleasant Run Road, Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

118 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R014 - Map Grid #(s) D-3, E-3, F-3**

Quantity: 1 UOM: EA Price: $109.89 Total: $109.89

Item Notes: **ROW and Median, East Wintergreen Road from North Dallas Avenue to East City Limits, Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

119 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R015 - Map Grid #(s) D-3**

Quantity: 1 UOM: EA Price: $38.45 Total: $38.45

Item Notes: **ROW and Median, West Wintergreen Road from Town North to Potomac, Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

R 15 is the highlighted area on the attached map.

120 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R025 - Map Grid #(s) C-4, C-5**

Quantity: 1 UOM: EA Price: $48.29 Total: $48.29

Item Notes: **ROW and Median, North Bluegrove Road from Belt Line Road to West Pleasant Run Road, Also Median by Neighborhood Walmart, Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

121 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R027 - Map Grid #(s) A-2, B-2**

Quantity: 1 UOM: EA Price: $14.76 Total: $14.76

Item Notes: **ROW and Median, Danieldale Road from North Houston School Road to Longhorn Drive, Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

122 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R028 - Map Grid #(s) A-2**

Quantity: 1 UOM: EA Price: $28.29 Total: $28.29

Item Notes: **ROW and Median, North Longhorn Drive from West Drive to Danieldale Road, Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

123 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R029 - Map Grid #(s) A-2**

Quantity: 1 UOM: EA Price: $32.48 Total: $32.48

Item Notes: **ROW and Median, West Drive from North Longhorn Drive to I-35E, Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

124 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R036 - Map Grid #(s) D-2**

Quantity: 1 UOM: EA Price: $200.63 Total: $200.63

Item Notes: **ROW and Median, East Telephone Road from North Dallas Avenue to East City Limits, Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

125 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R050 - Map Grid #(s) G-5, G-6, H-6, H-7, I-7**

Quantity: 1 UOM: EA Price: $613.86 Total: $613.86

Item Notes: **ROW and Median, Ferris Road from East Belt Line Road to Stainback Road (Only on the East Side by the Airport and Both Sides by City Property), Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

126 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R059 - Map Grid #(s) A-1, B-1, C-1**

Quantity: 1 UOM: EA Price: $436.31 Total: $436.31

Item Notes: **ROW and Median, I-20 Interchange from North Houston School Road to 4 Quadrants (and Southwest Corner), Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

127 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R061**

Quantity: 1 UOM: EA Price: $5.00 Total: $5.00

Item Notes: **ROW and Median, Augusta from Augusta to Rawlings (Intersection Median), Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

128 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R062**

Quantity: 1 UOM: EA Price: $100.00 Total: $100.00

Item Notes: **ROW and Median, North Lancaster Hutchins Road from East Third Street to East Second Street, Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

129 **Cost per Week to Mow - Rights-of-Way (ROW) and Median - R063**

Quantity: 1 UOM: EA Price: $5.00 Total: $5.00

Item Notes: **ROW and Median, Rutgers from 658 Rutgers (Median in Cul-de-Sac), Frequency 7 Days. Median only; does not include private property behind the curb or outside edge of pavement.**

130 **Price Per Acre**

Quantity: 1 UOM: Price Per Acre Price: $65.00 Total: $65.00

Item Notes: **For Additional Locations As Requested**

131 **Cost per Two Weeks to Mow - City Property - CP54 - Map Grid # (s) E-3**

Quantity: 1 UOM: EA Price: $1,870.64 Total: $1,870.64

Item Notes: **City Property, 1801 N. Jefferson (Lancaster City Park One 34.16 Acres), Frequency 14 Days**

Response Total: $23,308.14

Bid Tabulation

Event Number	2022-13 Addendum 2	**Organization**	City of Lancaster
Event Title	Rights-of-Way (ROW) Mowing and Maintenance	**Workgroup**	Purchasing
Event Description	owned and maintained properties.	**Event Owner**	Cheryl Womble, CTCD/CTCM
Event Type	RFP	**Email**	cwomble@lancaster-tx.com
Issue Date	12/21/2022 10:00:00 AM (CT)	**Phone**	(972) 218-1329
Close Date	1/13/2023 10:00:00 AM (CT)	**Fax**	(972) 218-3621

						Line Items Cost Per Week	**Line Items Cost Per Bi-Weekly**	**Line Items Cost Per Month**	**Total Cost**	
Responding Supplier	**City**	**State**	**Response Submitted**	**Lines Responded**	**Response Total**	**x 35 Weeks**	**x 18 Bi-Weekly**	**x 8 Months**		
Urban Landscaping & Irrigation	Lancaster	TX	1/13/2023 09:59:06 AM (CT)	129	$19,990.00	2 Line Items Not Responsed To - Disqualified				
T. Smith's Lawn Service	Lancaster	TX	1/13/2023 09:36:20 AM (CT)	131	$22,585.00	$468,300.00	$130,500.00	$16,000.00	$614,800.00	
Yellowstone Landscape	Dallas	TX	1/13/2023 07:25:20 AM (CT)	131	$23,308.14	$145,266.10	$240,745.32	$46,783.52	$432,794.94	**Low Bidder**

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

2022-13 Rights-of-Way (ROW) Mowing and Maintenance

1	Cost per Week to Mow Airport Area - A01 - Map Grid #(s) G-5, G-6, H-6, H-7, I-7						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$173.94	$173.94	$6,087.90			$6,087.90
	T. Smith's Lawn Service	1	EA		$8,000.00	$8,000.00	$280,000.00			$280,000.00
							$286,087.90	$0.00	$0.00	$286,087.90

2	Cost per Week to Mow Airport Area - A02 - Map Grid #(s) G-5, G-6, H-6, H-7, I-7						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$127.67	$127.67	$4,468.45			$4,468.45
	T. Smith's Lawn Service	1	EA		$550.00	$550.00	$19,250.00			$19,250.00
							$23,718.45	$0.00	$0.00	$23,718.45

3	Cost per Week to Mow Airport Area - A03 - Map Grid #(s) G-5, G-6, H-6, H-7, I-7						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$202.84	$202.84	$7,099.40			$7,099.40
	T. Smith's Lawn Service	1	EA		$1,200.00	$1,200.00	$42,000.00			$42,000.00
							$49,099.40	$0.00	$0.00	$49,099.40

4	Cost per Two Weeks to Mow Airport Area - A04 - Map Grid #(s) G-5, G-6, H-6, H-7, I-7						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$425.00	$425.00		$7,650.00		$7,650.00
	Yellowstone Landscape	1	EA		$4,754.71	$4,754.71		$85,584.78		$85,584.78
							$0.00	$93,234.78	$0.00	$93,234.78

5	Cost per Two Weeks to Mow - Barricade - B01 - Map Grid #(s) A-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$3.30	$3.30		$59.40		$59.40
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$329.40	$0.00	$329.40

6	Cost per Two Weeks to Mow - Barricade - B03 - Map Grid #(s) E-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$1.98	$1.98		$35.64		$35.64
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$305.64	$0.00	$305.64

7	Cost per Two Weeks to Mow - Barricade - B04 - Map Grid #(s) D-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$3.96	$3.96		$71.28		$71.28
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$341.28	$0.00	$341.28

8	Cost per Two Weeks to Mow - Barricade - B06 - Map Grid #(s) A-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$7.92	$7.92		$142.56		$142.56
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00

$0.00	$412.56	$0.00	$412.56

9	Cost per Two Weeks to Mow - Barricade - B07 - Map Grid #(s) A-7						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$7.92	$7.92		$142.56		$142.56
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$412.56	$0.00	$412.56

10	Cost per Two Weeks to Mow - Barricade - B08 - Map Grid #(s) D-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$3.30	$3.30		$59.40		$59.40
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$329.40	$0.00	$329.40

11	Cost per Two Weeks to Mow - Barricade - B09 - Map Grid #(s) D-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$3.30	$3.30		$59.40		$59.40
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$329.40	$0.00	$329.40

12	Cost per Two Weeks to Mow - Barricade - B10 - Map Grid #(s) E-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$3.96	$3.96		$71.28		$71.28
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$341.28	$0.00	$341.28

13	Cost per Two Weeks to Mow - Barricade - B11 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$6.60	$6.60		$118.80		$118.80
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$388.80	$0.00	$388.80

14	Cost per Two Weeks to Mow - Barricade - B12 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$6.60	$6.60		$118.80		$118.80
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$388.80	$0.00	$388.80

15	Cost per Two Weeks to Mow - Barricade - B13 - Map Grid #(s) A-2						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$2.20	$2.20		$39.60		$39.60
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$309.60	$0.00	$309.60

16	Cost per Two Weeks to Mow - Barricade - B14 - Map Grid #(s) E-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$3.96	$3.96		$71.28		$71.28
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$341.28	$0.00	$341.28

17	Cost per Two Weeks to Mow - Barricade - B15 - Map Grid #(s) E-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$3.96	$3.96		$71.28		$71.28
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$341.28	$0.00	$341.28

18	Cost per Two Weeks to Mow - Barricade - B16 - Map Grid #(s) C-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$3.96	$3.96		$71.28		$71.28
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$341.28	$0.00	$341.28

19	Cost per Two Weeks to Mow - Barricade - B17 - Map Grid #(s) D-3						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$6.60	$6.60		$118.80		$118.80
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$388.80	$0.00	$388.80

20	Cost per Two Weeks to Mow - Barricade - B18 - Map Grid #(s) A-8						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$3.30	$3.30		$59.40		$59.40
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$329.40	$0.00	$329.40

21	Cost per Two Weeks to Mow - Barricade - B19 - Map Grid #(s) B-3						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$3.30	$3.30		$59.40		$59.40
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$329.40	$0.00	$329.40

22	Cost per Two Weeks to Mow - Barricade - B21 - Map Grid #(s) C-3						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$3.30	$3.30		$59.40		$59.40
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$329.40	$0.00	$329.40

23	Cost per Two Weeks to Mow - Barricade - B23 - Map Grid #(s) C-2						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$3.30	$3.30		$59.40		$59.40
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$329.40	$0.00	$329.40

24	Cost per Two Weeks to Mow - Barricade - B24 - Map Grid #(s) D-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$3.30	$3.30		$59.40		$59.40
	T. Smith's Lawn Service	1	EA		$15.00	$15.00		$270.00		$270.00
							$0.00	$329.40	$0.00	$329.40

25	Cost per Two Weeks to Mow - City Property - CP01 - Map Grid #(s) D-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$70.15	$70.15		$1,262.70		$1,262.70
	T. Smith's Lawn Service	1	EA		$250.00	$250.00		$4,500.00		$4,500.00
							$0.00	$5,762.70	$0.00	$5,762.70

26	Cost per Two Weeks to Mow - City Property - CP02 - Map Grid #(s) D-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$70.15	$70.15		$1,262.70		$1,262.70
	T. Smith's Lawn Service	1	EA		$350.00	$350.00		$6,300.00		$6,300.00
							$0.00	$7,562.70	$0.00	$7,562.70

27	Cost per Two Weeks to Mow - City Property - CP03 - Map Grid #(s) B-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$61.48	$61.48		$1,106.64		$1,106.64
	T. Smith's Lawn Service	1	EA		$150.00	$150.00		$2,700.00		$2,700.00
							$0.00	$3,806.64	$0.00	$3,806.64

28	Cost per Two Weeks to Mow - City Property - CP04 - Map Grid #(s) B-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$143.28	$143.28		$2,579.04		$2,579.04
	T. Smith's Lawn Service	1	EA		$150.00	$150.00		$2,700.00		$2,700.00
							$0.00	$5,279.04	$0.00	$5,279.04

29	Cost per Two Weeks to Mow - City Property - CP05 - Map Grid #(s) E-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$100.00	$100.00		$1,800.00		$1,800.00
	Yellowstone Landscape	1	EA		$128.08	$128.08		$2,305.44		$2,305.44
							$0.00	$4,105.44	$0.00	$4,105.44

30	Cost per Two Weeks to Mow - City Property - CP06 - Map Grid #(s) B-2						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$40.00	$40.00		$720.00		$720.00
	Yellowstone Landscape	1	EA		$197.14	$197.14		$3,548.52		$3,548.52
							$0.00	$4,268.52	$0.00	$4,268.52

31	Cost per Two Weeks to Mow - City Property - CP07 - Map Grid #(s) E-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$9.08	$9.08		$163.44		$163.44
	T. Smith's Lawn Service	1	EA		$40.00	$40.00		$720.00		$720.00
							$0.00	$883.44	$0.00	$883.44

32	Cost per Two Weeks to Mow - City Property - CP08 - Map Grid #(s) E-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$22.80	$22.80		$410.40		$410.40
	T. Smith's Lawn Service	1	EA		$40.00	$40.00		$720.00		$720.00
							$0.00	$1,130.40	$0.00	$1,130.40

33	Cost per Two Weeks to Mow - City Property - CP09 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$38.07	$38.07		$685.26		$685.26
	T. Smith's Lawn Service	1	EA		$45.00	$45.00		$810.00		$810.00
							$0.00	$1,495.26	$0.00	$1,495.26

34	Cost per Two Weeks to Mow - City Property - CP10 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$42.63	$42.63		$767.34		$767.34
	T. Smith's Lawn Service	1	EA		$45.00	$45.00		$810.00		$810.00
							$0.00	$1,577.34	$0.00	$1,577.34

35	Cost per Two Weeks to Mow - City Property - CP11 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$19.75	$19.75		$355.50		$355.50
	T. Smith's Lawn Service	1	EA		$45.00	$45.00		$810.00		$810.00
							$0.00	$1,165.50	$0.00	$1,165.50

36	Cost per Two Weeks to Mow - City Property - CP13 - Map Grid #(s) B-4, C-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$200.00	$200.00		$3,600.00		$3,600.00
	Yellowstone Landscape	1	EA		$243.25	$243.25		$4,378.50		$4,378.50
							$0.00	$7,978.50	$0.00	$7,978.50

37	Cost per Two Weeks to Mow - City Property - CP14 - Map Grid #(s) D-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$100.00	$100.00		$1,800.00		$1,800.00
	Yellowstone Landscape	1	EA		$123.67	$123.67		$2,226.06		$2,226.06
							$0.00	$4,026.06	$0.00	$4,026.06

38	Cost per Two Weeks to Mow - City Property - CP15 - Map Grid #(s) D-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$75.00	$75.00		$1,350.00		$1,350.00
	Yellowstone Landscape	1	EA		$84.74	$84.74		$1,525.32		$1,525.32
							$0.00	$2,875.32	$0.00	$2,875.32

39	Cost per Two Weeks to Mow - City Property - CP16 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$37.65	$37.65		$677.70		$677.70
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
							$0.00	$1,577.70	$0.00	$1,577.70

40	Cost per Two Weeks to Mow - City Property - CP17 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$38.24	$38.24		$688.32		$688.32
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
							$0.00	$1,588.32	$0.00	$1,588.32

41	Cost per Two Weeks to Mow - City Property - CP18 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$38.33	$38.33		$689.94		$689.94
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
							$0.00	$1,589.94	$0.00	$1,589.94

42	Cost per Two Weeks to Mow - City Property - CP19 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$37.82	$37.82		$680.76		$680.76
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
							$0.00	$1,580.76	$0.00	$1,580.76

43	Cost per Two Weeks to Mow - City Property - CP20 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$38.33	$38.33		$689.94		$689.94
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
							$0.00	$1,589.94	$0.00	$1,589.94

44	Cost per Two Weeks to Mow - City Property - CP21 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$31.20	$31.20		$561.60		$561.60
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
							$0.00	$1,461.60	$0.00	$1,461.60

45	Cost per Two Weeks to Mow - City Property - CP22 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$38.33	$38.33		$689.94		$689.94
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
							$0.00	$1,589.94	$0.00	$1,589.94

46	Cost per Two Weeks to Mow - City Property - CP23 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$23.48	$23.48		$422.64		$422.64
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
							$0.00	$1,322.64	$0.00	$1,322.64

47	Cost per Two Weeks to Mow - City Property - CP24 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
	Yellowstone Landscape	1	EA		$58.56	$58.56		$1,054.08		$1,054.08
							$0.00	$1,954.08	$0.00	$1,954.08

48	Cost per Two Weeks to Mow - City Property - CP25 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$126.84	$126.84		$2,283.12		$2,283.12
	T. Smith's Lawn Service	1	EA		$150.00	$150.00		$2,700.00		$2,700.00
							$0.00	$4,983.12	$0.00	$4,983.12

49	Cost per Two Weeks to Mow - City Property - CP26 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$49.26	$49.26		$886.68		$886.68
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
							$0.00	$1,786.68	$0.00	$1,786.68

50	Cost per Two Weeks to Mow - City Property - CP27 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$45.42	$45.42		$817.56		$817.56
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
							$0.00	$1,717.56	$0.00	$1,717.56

51	Cost per Two Weeks to Mow - City Property - CP28 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
	Yellowstone Landscape	1	EA		$64.40	$64.40		$1,159.20		$1,159.20
							$0.00	$2,059.20	$0.00	$2,059.20

52	Cost per Two Weeks to Mow - City Property - CP29 - Map Grid #(s) B-6, C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
	Yellowstone Landscape	1	EA		$63.08	$63.08		$1,135.44		$1,135.44
							$0.00	$2,035.44	$0.00	$2,035.44

53	Cost per Two Weeks to Mow - City Property - CP30 - Map Grid #(s) C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$54.76	$54.76		$985.68		$985.68
	T. Smith's Lawn Service	1	EA		$75.00	$75.00		$1,350.00		$1,350.00
							$0.00	$2,335.68	$0.00	$2,335.68

54	Cost per Two Weeks to Mow - City Property - CP31 - Map Grid #(s) B-6, C-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$54.76	$54.76		$985.68		$985.68
	T. Smith's Lawn Service	1	EA		$75.00	$75.00		$1,350.00		$1,350.00
							$0.00	$2,335.68	$0.00	$2,335.68

55	Cost per Two Weeks to Mow - City Property - CP32 - Map Grid #(s) C-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$40.00	$40.00		$720.00		$720.00
	Yellowstone Landscape	1	EA		$71.45	$71.45		$1,286.10		$1,286.10
							$0.00	$2,006.10	$0.00	$2,006.10

56	Cost per Two Weeks to Mow - City Property - CP33 - Map Grid #(s) B-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$32.29	$32.29		$581.22		$581.22
	T. Smith's Lawn Service	1	EA		$40.00	$40.00		$720.00		$720.00
							$0.00	$1,301.22	$0.00	$1,301.22

57	Cost per Two Weeks to Mow - City Property - CP34 - Map Grid #(s) B-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$39.39	$39.39		$709.02		$709.02
	T. Smith's Lawn Service	1	EA		$40.00	$40.00		$720.00		$720.00
							$0.00	$1,429.02	$0.00	$1,429.02

58	Cost per Two Weeks to Mow - City Property - CP35 - Map Grid #(s) B-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$40.00	$40.00		$720.00		$720.00
	Yellowstone Landscape	1	EA		$41.07	$41.07		$739.26		$739.26
							$0.00	$1,459.26	$0.00	$1,459.26

59	Cost per Two Weeks to Mow - City Property - CP36 - Map Grid #(s) E-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$20.72	$20.72		$372.96		$372.96
	T. Smith's Lawn Service	1	EA		$40.00	$40.00		$720.00		$720.00
							$0.00	$1,092.96	$0.00	$1,092.96

60	Cost per Two Weeks to Mow - City Property - CP37 - Map Grid #(s) A-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$17.82	$17.82		$320.76		$320.76
	T. Smith's Lawn Service	1	EA		$40.00	$40.00		$720.00		$720.00
							$0.00	$1,040.76	$0.00	$1,040.76

61	Cost per Two Weeks to Mow - City Property - CP38 - Map Grid #(s) A-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$21.64	$21.64		$389.52		$389.52
	T. Smith's Lawn Service	1	EA		$40.00	$40.00		$720.00		$720.00
							$0.00	$1,109.52	$0.00	$1,109.52

62	Cost per Two Weeks to Mow - City Property - CP39 - Map Grid #(s) D-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$27.77	$27.77		$499.86		$499.86
	T. Smith's Lawn Service	1	EA		$30.00	$30.00		$540.00		$540.00
							$0.00	$1,039.86	$0.00	$1,039.86

63	Cost per Two Weeks to Mow - City Property - CP40 - Map Grid #(s) D-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$17.41	$17.41		$313.38		$313.38
	T. Smith's Lawn Service	1	EA		$30.00	$30.00		$540.00		$540.00
							$0.00	$853.38	$0.00	$853.38

64	Cost per Two Weeks to Mow - City Property - CP41 - Map Grid #(s) D-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$14.10	$14.10		$253.80		$253.80
	T. Smith's Lawn Service	1	EA		$30.00	$30.00		$540.00		$540.00
							$0.00	$793.80	$0.00	$793.80

65	Cost per Two Weeks to Mow - City Property - CP42 - Map Grid #(s) D-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$10.34	$10.34		$186.12		$186.12
	T. Smith's Lawn Service	1	EA		$30.00	$30.00		$540.00		$540.00
							$0.00	$726.12	$0.00	$726.12

66	Cost per Two Weeks to Mow - City Property - CP43 - Map Grid #(s) D-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$11.50	$11.50		$207.00		$207.00
	T. Smith's Lawn Service	1	EA		$30.00	$30.00		$540.00		$540.00
							$0.00	$747.00	$0.00	$747.00

67	Cost per Two Weeks to Mow - City Property - CP44 - Map Grid #(s) D-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$12.02	$12.02		$216.36		$216.36
	T. Smith's Lawn Service	1	EA		$30.00	$30.00		$540.00		$540.00
							$0.00	$756.36	$0.00	$756.36

68	Cost per Two Weeks to Mow - City Property - CP45 - Map Grid #(s) D-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$12.01	$12.01		$216.18		$216.18
	T. Smith's Lawn Service	1	EA		$30.00	$30.00		$540.00		$540.00
							$0.00	$756.18	$0.00	$756.18

69	Cost per Two Weeks to Mow - City Property - CP46 - Map Grid #(s) D-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
	Yellowstone Landscape	1	EA		$65.93	$65.93		$1,186.74		$1,186.74
							$0.00	$2,086.74	$0.00	$2,086.74

70	Cost per Two Weeks to Mow - City Property - CP47 - Map Grid #(s) E-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$45.00	$45.00		$810.00		$810.00
	Yellowstone Landscape	1	EA		$52.01	$52.01		$936.18		$936.18
							$0.00	$1,746.18	$0.00	$1,746.18

71	Cost per Two Weeks to Mow - City Property - CP48 - Map Grid #(s) B-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$20.67	$20.67		$372.06		$372.06
	T. Smith's Lawn Service	1	EA		$45.00	$45.00		$810.00		$810.00
							$0.00	$1,182.06	$0.00	$1,182.06

72	Cost per Two Weeks to Mow - City Property - CP49 - Map Grid #(s) E-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$43.19	$43.19		$777.42		$777.42
	T. Smith's Lawn Service	1	EA		$150.00	$150.00		$2,700.00		$2,700.00
							$0.00	$3,477.42	$0.00	$3,477.42

73	Cost per Two Weeks to Mow - City Property - CP50 - Map Grid #(s) D-4, D-5									
	Supplier	QTY	UOM	Estimated	Price	Extended	Weeks 35	Bi-Weekly 18	Months 8	Total Cost
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
	Yellowstone Landscape	1	EA		$132.52	$132.52		$2,385.36		$2,385.36
							$0.00	$3,285.36	$0.00	$3,285.36

74	Cost per Two Weeks to Mow - City Property - CP51 - Map Grid #(s) B-3									
	Supplier	QTY	UOM	Estimated	Price	Extended	Weeks 35	Bi-Weekly 18	Months 8	Total Cost
	Yellowstone Landscape	1	EA		$27.38	$27.38		$492.84		$492.84
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
							$0.00	$1,392.84	$0.00	$1,392.84

75	Cost per Two Weeks to Mow - City Property - CP52 - Map Grid #(s) E-5									
	Supplier	QTY	UOM	Estimated	Price	Extended	Weeks 35	Bi-Weekly 18	Months 8	Total Cost
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
	Yellowstone Landscape	1	EA		$95.83	$95.83		$1,724.94		$1,724.94
							$0.00	$2,624.94	$0.00	$2,624.94

76	Cost per Week to Mow - City Property - CP53 - Map Grid #(s) E-3									
	Supplier	QTY	UOM	Estimated	Price	Extended	Weeks 35	Bi-Weekly 18	Months 8	Total Cost
	T. Smith's Lawn Service	1	EA		$50.00	$50.00	$1,750.00			$1,750.00
	Yellowstone Landscape	1	EA		$242.59	$242.59	$8,490.65			$8,490.65
							$10,240.65	$0.00	$0.00	$10,240.65

77	Cost per Two Weeks to Mow - City Property - CP57									
	Supplier	QTY	UOM	Estimated	Price	Extended	Weeks 35	Bi-Weekly 18	Months 8	Total Cost
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
	Yellowstone Landscape	1	EA		$319.81	$319.81		$5,756.58		$5,756.58
							$0.00	$6,656.58	$0.00	$6,656.58

78	Cost per Two Weeks to Mow - City Property - CP58									
	Supplier	QTY	UOM	Estimated	Price	Extended	Weeks 35	Bi-Weekly 18	Months 8	Total Cost
	T. Smith's Lawn Service	1	EA		$150.00	$150.00		$2,700.00		$2,700.00
	Yellowstone Landscape	1	EA		$564.59	$564.59		$10,162.62		$10,162.62
							$0.00	$12,862.62	$0.00	$12,862.62

79	Cost per Two Weeks to Mow - City Property - CP59									
	Supplier	QTY	UOM	Estimated	Price	Extended	Weeks 35	Bi-Weekly 18	Months 8	Total Cost
	T. Smith's Lawn Service	1	EA		$150.00	$150.00		$2,700.00		$2,700.00
	Yellowstone Landscape	1	EA		$1,699.13	$1,699.13		$30,584.34		$30,584.34
							$0.00	$33,284.34	$0.00	$33,284.34

80	Cost per Month to Mow - City Property - CP60									
	Supplier	QTY	UOM	Estimated	Price	Extended	Weeks 35	Bi-Weekly 18	Months 8	Total Cost
	T. Smith's Lawn Service	1	EA		$500.00	$500.00			$4,000.00	$4,000.00
	Yellowstone Landscape	1	EA		$1,137.39	$1,137.39			$9,099.12	$9,099.12
							$0.00	$0.00	$13,099.12	$13,099.12

81	Cost per Month to Mow - City Property - CP61						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$1,500.00	$1,500.00			$12,000.00	$12,000.00
	Yellowstone Landscape	1	EA		$4,710.55	$4,710.55			$37,684.40	$37,684.40
							$0.00	$0.00	$49,684.40	$49,684.40

82	Cost per Two Weeks to Mow - City Property - CP62						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
	Yellowstone Landscape	1	EA		$148.40	$148.40		$2,671.20		$2,671.20
							$0.00	$3,571.20	$0.00	$3,571.20

83	Cost per Two Weeks to Mow - City Property - CP63						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$37.79	$37.79		$680.22		$680.22
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
							$0.00	$1,580.22	$0.00	$1,580.22

84	Cost per Two Weeks to Mow - City Property - CP64						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
	Yellowstone Landscape	1	EA		$52.02	$52.02		$936.36		$936.36
							$0.00	$1,836.36	$0.00	$1,836.36

85	Cost per Two Weeks to Mow - City Property - CP65						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
	Yellowstone Landscape	1	EA		$160.45	$160.45		$2,888.10		$2,888.10
							$0.00	$3,788.10	$0.00	$3,788.10

86	Cost per Two Weeks to Mow - City Property - CP66						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
	Yellowstone Landscape	1	EA		$70.64	$70.64		$1,271.52		$1,271.52
							$0.00	$2,171.52	$0.00	$2,171.52

87	Cost per Two Weeks to Mow - City Property - CP67						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$50.00	$50.00		$900.00		$900.00
	Yellowstone Landscape	1	EA		$82.14	$82.14		$1,478.52		$1,478.52
							$0.00	$2,378.52	$0.00	$2,378.52

88	Cost per Two Weeks to Mow - Drainage Easement - DE01 - Map Grid #(s) C-1						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$56.54	$56.54		$1,017.72		$1,017.72
	T. Smith's Lawn Service	1	EA		$150.00	$150.00		$2,700.00		$2,700.00
							$0.00	$3,717.72	$0.00	$3,717.72

89	Cost per Two Weeks to Mow - Drainage Easement - DE02 - Map Grid #(s) D-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$62.29	$62.29		$1,121.22		$1,121.22
	T. Smith's Lawn Service	1	EA		$150.00	$150.00		$2,700.00		$2,700.00
							$0.00	$3,821.22	$0.00	$3,821.22

90	Cost per Two Weeks to Mow - Drainage Easement - DE03 - Map Grid #(s) B-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$131.63	$131.63		$2,369.34		$2,369.34
	T. Smith's Lawn Service	1	EA		$150.00	$150.00		$2,700.00		$2,700.00
							$0.00	$5,069.34	$0.00	$5,069.34

91	Cost per Two Weeks to Mow - Drainage Easement - DE04 - Map Grid #(s) C-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$71.87	$71.87		$1,293.66		$1,293.66
	T. Smith's Lawn Service	1	EA		$150.00	$150.00		$2,700.00		$2,700.00
							$0.00	$3,993.66	$0.00	$3,993.66

92	Cost per Two Weeks to Mow - Drainage Easement - DE09 - Map Grid #(s) E-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$95.83	$95.83		$1,724.94		$1,724.94
	T. Smith's Lawn Service	1	EA		$150.00	$150.00		$2,700.00		$2,700.00
							$0.00	$4,424.94	$0.00	$4,424.94

93	Cost per Two Weeks to Mow - Drainage Easement - DE10 - Map Grid #(s) B-2, C-2						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$21.68	$21.68		$390.24		$390.24
	T. Smith's Lawn Service	1	EA		$150.00	$150.00		$2,700.00		$2,700.00
							$0.00	$3,090.24	$0.00	$3,090.24

94	Cost per Two Weeks to Mow - Drainage Easement - DE17 - Map Grid #(s) D-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$35.46	$35.46		$638.28		$638.28
	T. Smith's Lawn Service	1	EA		$500.00	$500.00		$9,000.00		$9,000.00
							$0.00	$9,638.28	$0.00	$9,638.28

95	Cost per Two Weeks to Mow - Guardrail - G01 - Map Grid #(s) E-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$5.00	$5.00		$90.00		$90.00
	T. Smith's Lawn Service	1	EA		$10.00	$10.00		$180.00		$180.00
							$0.00	$270.00	$0.00	$270.00

96	Cost per Two Weeks to Mow - Guardrail - G02 - Map Grid #(s) E-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$10.00	$10.00		$180.00		$180.00
	Yellowstone Landscape	1	EA		$12.55	$12.55		$225.90		$225.90
							$0.00	$405.90	$0.00	$405.90

97	Cost per Two Weeks to Mow - Guardrail - G03 - Map Grid #(s) E-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$6.06	$6.06		$109.08		$109.08
	T. Smith's Lawn Service	1	EA		$10.00	$10.00		$180.00		$180.00
							$0.00	$289.08	$0.00	$289.08

98	Cost per Two Weeks to Mow - Guardrail - G04 - Map Grid #(s) E-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$8.14	$8.14		$146.52		$146.52
	T. Smith's Lawn Service	1	EA		$10.00	$10.00		$180.00		$180.00
							$0.00	$326.52	$0.00	$326.52

99	Cost per Two Weeks to Mow - Guardrail - G05 - Map Grid #(s) E-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$5.30	$5.30		$95.40		$95.40
	T. Smith's Lawn Service	1	EA		$10.00	$10.00		$180.00		$180.00
							$0.00	$275.40	$0.00	$275.40

100	Cost per Two Weeks to Mow - Guardrail - G06 - Map Grid #(s) E-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$5.58	$5.58		$100.44		$100.44
	T. Smith's Lawn Service	1	EA		$10.00	$10.00		$180.00		$180.00
							$0.00	$280.44	$0.00	$280.44

101	Cost per Two Weeks to Mow - Guardrail - G07 - Map Grid #(s) D-5, E-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$1.21	$1.21		$21.78		$21.78
	T. Smith's Lawn Service	1	EA		$10.00	$10.00		$180.00		$180.00
							$0.00	$201.78	$0.00	$201.78

102	Cost per Two Weeks to Mow - Guardrail - G08 - Map Grid #(s) D-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$2.05	$2.05		$36.90		$36.90
	T. Smith's Lawn Service	1	EA		$10.00	$10.00		$180.00		$180.00
							$0.00	$216.90	$0.00	$216.90

103	Cost per Two Weeks to Mow - Guardrail - G9 - Map Grid #(s) C-2						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$3.19	$3.19		$57.42		$57.42
	T. Smith's Lawn Service	1	EA		$10.00	$10.00		$180.00		$180.00
							$0.00	$237.42	$0.00	$237.42

104	Cost per Two Weeks to Mow - Guardrail - G10 - Map Grid #(s) C-2						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$3.19	$3.19		$57.42		$57.42
	T. Smith's Lawn Service	1	EA		$10.00	$10.00		$180.00		$180.00
							$0.00	$237.42	$0.00	$237.42

105	Cost per Two Weeks to Mow - Guardrail - G11 - Map Grid #(s) C-2						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$3.19	$3.19		$57.42		$57.42
	T. Smith's Lawn Service	1	EA		$10.00	$10.00		$180.00		$180.00
							$0.00	$237.42	$0.00	$237.42

106	Cost per Two Weeks to Mow - Guardrail - G12 - Map Grid #(s) C-2						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$6.39	$6.39		$115.02		$115.02
	T. Smith's Lawn Service	1	EA		$10.00	$10.00		$180.00		$180.00
							$0.00	$295.02	$0.00	$295.02

107	Cost per Week to Mow - Guardrail - G13 - Map Grid #(s) E-3						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$6.39	$6.39	$223.65			$223.65
	T. Smith's Lawn Service	1	EA		$10.00	$10.00	$350.00			$350.00
							$573.65	$0.00	$0.00	$573.65

108	Cost per Two Weeks to Mow - Headwall - H01 - Map Grid #(s) A-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$10.00	$10.00		$180.00		$180.00
	Yellowstone Landscape	1	EA		$11.14	$11.14		$200.52		$200.52
							$0.00	$380.52	$0.00	$380.52

109	Cost per Two Weeks to Mow - Headwall - H02 - Map Grid #(s) D-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$10.00	$10.00		$180.00		$180.00
	Yellowstone Landscape	1	EA		$10.95	$10.95		$197.10		$197.10
							$0.00	$377.10	$0.00	$377.10

110	Cost per Two Weeks to Mow - Headwall - H03 - Map Grid #(s) B-2						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$10.00	$10.00		$180.00		$180.00
	Yellowstone Landscape	1	EA		$13.35	$13.35		$240.30		$240.30
							$0.00	$420.30	$0.00	$420.30

111	Cost per Two Weeks to Mow - Headwall - H04 - Map Grid #(s) A-6						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$10.00	$10.00		$180.00		$180.00
	Yellowstone Landscape	1	EA		$49.02	$49.02		$882.36		$882.36
							$0.00	$1,062.36	$0.00	$1,062.36

112	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R01 - Map Grid #(s) A-4, B-4, C-4, D-4, E-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$426.23	$426.23	$14,918.05			$14,918.05
	T. Smith's Lawn Service	1	EA		$800.00	$800.00	$28,000.00			$28,000.00
							$42,918.05	$0.00	$0.00	$42,918.05

113	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R02 - Map Grid #(s) E-4, F-4, G-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$250.00	$250.00	$8,750.00			$8,750.00
	Yellowstone Landscape	1	EA		$352.81	$352.81	$12,348.35			$12,348.35
							$21,098.35	$0.00	$0.00	$21,098.35

114	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R03 - Map Grid #(s) B-1						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$11.38	$11.38	$398.30			$398.30
	T. Smith's Lawn Service	1	EA		$75.00	$75.00	$2,625.00			$2,625.00
							$3,023.30	$0.00	$0.00	$3,023.30

115	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R05 - Map Grid #(s) B-1, B-2, B-3, B-4, A-5, B-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$423.66	$423.66	$14,828.10			$14,828.10
	T. Smith's Lawn Service	1	EA		$450.00	$450.00	$15,750.00			$15,750.00
							$30,578.10	$0.00	$0.00	$30,578.10

116	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R07 - Map Grid #(s) A-5, B-5, C-5, D-5, E-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$384.99	$384.99	$13,474.65			$13,474.65
	T. Smith's Lawn Service	1	EA		$400.00	$400.00	$14,000.00			$14,000.00
							$27,474.65	$0.00	$0.00	$27,474.65

117	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R013 - Map Grid #(s) E-4						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$50.00	$50.00	$1,750.00			$1,750.00
	Yellowstone Landscape	1	EA		$100.00	$100.00	$3,500.00			$3,500.00
							$5,250.00	$0.00	$0.00	$5,250.00

118	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R014 - Map Grid #(s) D-3, E-3, F-3						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$100.00	$100.00	$3,500.00			$3,500.00
	Yellowstone Landscape	1	EA		$109.89	$109.89	$3,846.15			$3,846.15
							$7,346.15	$0.00	$0.00	$7,346.15

119	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R015 - Map Grid #(s) D-3						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$38.45	$38.45	$1,345.75			$1,345.75
	T. Smith's Lawn Service	1	EA		$50.00	$50.00	$1,750.00			$1,750.00
							$3,095.75	$0.00	$0.00	$3,095.75

120	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R025 - Map Grid #(s) C-4, C-5						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$48.29	$48.29	$1,690.15			$1,690.15
	T. Smith's Lawn Service	1	EA		$150.00	$150.00	$5,250.00			$5,250.00
							$6,940.15	$0.00	$0.00	$6,940.15

121	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R027 - Map Grid #(s) A-2, B-2						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$14.76	$14.76	$516.60			$516.60
	T. Smith's Lawn Service	1	EA		$100.00	$100.00	$3,500.00			$3,500.00
							$4,016.60	$0.00	$0.00	$4,016.60

122	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R028 - Map Grid #(s) A-2						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$28.29	$28.29	$990.15			$990.15
	T. Smith's Lawn Service	1	EA		$100.00	$100.00	$3,500.00			$3,500.00
							$4,490.15	$0.00	$0.00	$4,490.15

123	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R029 - Map Grid #(s) A-2						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$32.48	$32.48	$1,136.80			$1,136.80
	T. Smith's Lawn Service	1	EA		$50.00	$50.00	$1,750.00			$1,750.00
							$2,886.80	$0.00	$0.00	$2,886.80

124	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R036 - Map Grid #(s) D-2						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$150.00	$150.00	$5,250.00			$5,250.00
	Yellowstone Landscape	1	EA		$200.63	$200.63	$7,022.05			$7,022.05
							$12,272.05	$0.00	$0.00	$12,272.05

125	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R050 - Map Grid #(s) G-5, G-6, H-6, H-7, I-7						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$250.00	$250.00	$8,750.00			$8,750.00
	Yellowstone Landscape	1	EA		$613.86	$613.86	$21,485.10			$21,485.10
							$30,235.10	$0.00	$0.00	$30,235.10

126	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R059 - Map Grid #(s) A-1, B-1, C-1						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$400.00	$400.00	$14,000.00			$14,000.00
	Yellowstone Landscape	1	EA		$436.31	$436.31	$15,270.85			$15,270.85
							$29,270.85	$0.00	$0.00	$29,270.85

127	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R061						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	Yellowstone Landscape	1	EA		$5.00	$5.00	$175.00			$175.00
	T. Smith's Lawn Service	1	EA		$50.00	$50.00	$1,750.00			$1,750.00
							$1,925.00	$0.00	$0.00	$1,925.00

128	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R062						Weeks	Bi-Weekly	Months	Total
	Supplier	QTY	UOM	Estimated	Price	Extended	35	18	8	Cost
	T. Smith's Lawn Service	1	EA		$50.00	$50.00	$1,750.00			$1,750.00
	Yellowstone Landscape	1	EA		$100.00	$100.00	$3,500.00			$3,500.00
							$5,250.00	$0.00	$0.00	$5,250.00

129	Cost per Week to Mow - Rights-of-Way (ROW) and Median - R063									
	Supplier	QTY	UOM	Estimated	Price	Extended	Weeks 35	Bi-Weekly 18	Months 8	Total Cost
	Yellowstone Landscape	1	EA		$5.00	$5.00	$175.00			$175.00
	T. Smith's Lawn Service	1	EA		$50.00	$50.00	$1,750.00			$1,750.00
							$1,925.00	$0.00	$0.00	$1,925.00

130	Price Per Acre									
	Supplier	QTY	UOM	Estimated	Price	Extended	Weeks 35	Bi-Weekly 18	Months 8	Total Cost
	T. Smith's Lawn Service	1	Price Per Acre		$55.00	$55.00	$1,925.00	$990.00	$440.00	$3,355.00
	Yellowstone Landscape	1	Price Per Acre		$65.00	$65.00	$2,275.00	$1,170.00	$520.00	$3,965.00
							$4,200.00	$2,160.00	$960.00	$7,320.00

131	Cost per Two Weeks to Mow - City Property - CP54 - Map Grid # (s) E-3									
	Supplier	QTY	UOM	Estimated	Price	Extended	Weeks 35	Bi-Weekly 18	Months 8	Total Cost
	T. Smith's Lawn Service	1	EA		$750.00	$750.00		$13,500.00		**$13,500.00**
	Yellowstone Landscape	1	EA		$1,870.64	$1,870.64		$33,671.52		$33,671.52
							$0.00	$47,171.52	$0.00	$47,171.52

	T. Smith's Lawn Service	$22,585.00	$468,300.00	$130,500.00	$16,000.00	**$614,800.00**
Low Bidder	**Yellowstone Landscape**	**$23,308.14**	**$145,266.10**	**$240,745.32**	**$46,783.52**	**$432,794.94**

Bid Evaluation Score	T. Smith's Lawn Service	145
Bid Evaluation Score	**Yellowstone Landscape**	**170**

Line #	Att #	Attribute Name	Attribute Note	Urban Landscaping & Irrigation	T. Smith's Lawn Service
Header	1	Late Submission	Bids/RFQs are not accept	Understood	Understood
Header	2	Errors	The system checks for err	Understood	Understood
Header	3	Server Time	Server Time is located in t	Understood	Understood
Header	4	Terminology	Throughout this documer	Agree	Agree
Header	5	Deviation	DEVIATIONS: In the event NO DEVIATIONS: In the ab NO DEVIATIONS: In the ab NO DEVIATIONS: In the ab NO DEVIATIONS: In the ab	None	None
Header	6	Company Ownership	Is your company currently	No	
Header	7	Litigation	Address any performance	None	none
Header	8	Litigation with City of Lan	Is your firm involved in an	None	
Header	9	Notification	How did you hear about t	e-pro	e-pro
Header	10	Difficulties	What difficulties do you a	17 years in business, employs 24-30 people during peak season, and gene	
Header	11	Special Services	Provide details regarding	Urban Landscaping & Irrigation is a full-service landscape Design, Installat	
Header	12	Relationships	Does any relationship exis	No	
Header	13	Questions	During the term of this RF	Agree	Agree
Header	14	MODIFICATION OF A SUB	A proposer may modify a	Understood	Understood
Header	15	AWARD OF CONTRACT	The contractor shall not c	Agreed	Agreed
Header	16	Electronic Payment	If you would like your pay	Dexter Payne Urbanlandscaping@a	Terrence Smith tdsmith72@sbcglobal
Header	17	T&C Acknowledgement	I have read and agree to t	Agreed	Agreed
Header	18	Bid Acknowledgement	Bidder affirms that they h	Agreed	Agreed
Header	19	Insurance	Vendor shall provide insu	Understood	Understood

Line #	Att #	Attribute Name	Attribute Note	Urban Landscaping & Irrigation	T. Smith's Lawn Service
Header	20		A bid bond in the amount Delivery by Mail:: City of Lancaster - Attn: P Delivery by Express or in City of Lancaster - Attn: P A Sample form is attache Delivery by Mail:: City of Lancaster - Attn: P Delivery by Express or in City of Lancaster - Attn: P A Sample form is attache Delivery by Mail:: City of Lancaster - Attn: P Delivery by Express or in City of Lancaster - Attn: P		
		Bid Bond	A Sample form is attache	Understood	Understood
Header	21	Performance Bond	A performance bond in th	Understood	Understood
Header	22	County	What county is your princ	Dallas	Dallas
Header	23	Immigration	Employers may hire only persons who may legally work in the United States (i.e., citizens and natio		
Header	24	Laws and Ordinances	The Contractor shall at all	Understood	Understood
Header	25	Payment Terms	The City of Lancaster’s pa	Agreed	Agreed
Header	26	Change Orders	No oral statement of any	Agreed	Agreed
Header	27	MWBE 1	Is your company M/WBE	yes	yes
Header	28	MWBE 2	If yes, what is your certifi	BMMB57127N0620	
Header	29	MWBE 3	If yes, what agency compl	NCTRCA	HUB
Header	30	MWBE 4	If yes, what is the expirati	2020	
Header	31		The City of Lancaster, as a **Where is your principal **Where is your principal		
		Reciprocal Information 1	**Where is your principal	Texas	Texas

Line #	Att #	Attribute Name	Attribute Note	Urban Landscaping & Irrigation	T. Smith's Lawn Service
Header	32	Reciprocal Information 2	For Businesses not locate	N/A	N/A
Header	33	Reciprocal Information 3	If Yes, What is the dollar i	N/A	na
Header	34	One Year - 4 Renewals	Length of this contract sh	yes	i agree
Header	35	Response Term	Responses shall be valid f	Agree	Agree
Header	36	Price Increases	Prices are firm for the firs	Agree	Agree
Header	37	Financial Default	Is your company currentl	no	
Header	38	NEPOTISM STATEMENT	The Bidder or Proposer o	Not Related	Not Related
Header	39	Non-Performance	Identify if your firm has h	No	none
Header	40	Open Records Act	All responses will be main	Agreed	Agreed
Header	41	PROPERTY TAXES	Please indicate whether y	Do Not	Do Not
Header	42	Regulatory Sanctions	Identify adverse actions s	N/A	none
Header	43	Workmanship	All work and workmanship must be of good quality and adhere to all applicable laws and regulatio		
Header	44	Work Hours	Working hours are not to	Understood	Understood
Header	45	PASS-THROUGH COST AD	Except in instances of ext	Agreed	Agreed
Header	46	Contractor Independence	Contractor will operate as an independent contractor and not an agent, representative, partner, o		
Header	47	BID PROTESTS	All protests regarding the The limitation does not i The limitation does not i	Agreed	Agreed
Header	48	Contractor Responsibility	Keep project area in a safe and clean environment at all times during the contract period. Ensure a		
Header	49	Damage	Contractors are responsible for repairs caused by their negligence for any damage to public right o		
Header	50	Conflict of Interest	Chapter 176 of the Texas BY DOING BUSINESS OR	Agree	Agree

Line #	Att #	Yellowstone Landscape
Header	1	Understood
Header	2	Understood
Header	3	Understood
Header	4	Agree
Header	5	None
Header	6	No
Header	7	No
Header	8	No
Header	9	e-pro
Header	10	Difficulties would be the City of Lancaster making changes to the contract, adding or removing areas to be maintained. Currently Yellowst
Header	11	Yellowstone Landscape is a national commercial landscape company. We do all work in house, no subs. We handle regular maintenance (t
Header	12	None
Header	13	Agree
Header	14	Understood
Header	15	Agreed
Header	16	See EFT form
Header	17	Agreed
Header	18	Agreed
Header	19	Understood

Line #	Att #	Yellowstone Landscape
Header	20	
		Understood
Header	21	Understood
Header	22	United States, Texas Lewisville, Texas
Header	23	nals of the US) and aliens authorized to work in the US. The employer must verify the identity and employment eligibility of anyone to be l
Header	24	Understood
Header	25	Agreed
Header	26	Agreed
Header	27	No
Header	28	
Header	29	
Header	30	
Header	31	
		Texas

Line #	Att #	Yellowstone Landscape
Header	32	N/A
Header	33	N/A
Header	34	Agree
Header	35	Agree
Header	36	Agree
Header	37	No
Header	38	Not Related
Header	39	None
Header	40	Agreed
Header	41	Do Not
Header	42	None
Header	43	ıs. Contractor must possess all necessary licenses.
Header	44	Understood
Header	45	Agreed
Header	46	· employee of the City of Lancaster, and shall control his operations at the work site, and be solely responsible for the acts or omissions of
Header	47	Agreed
Header	48	ll work is executed in accordance with OSHA (Occupational Safety and Health Administration) Requirements. Contractor must ensure that
Header	49	f way and/or private property.. Repairs must be completed prior to final acceptance of job for payment.
Header	50	Agree

Line #	Att #	
Header	1	
Header	2	
Header	3	
Header	4	
Header	5	
Header	6	
Header	7	
Header	8	
Header	9	
Header	10	one does multiple municipalities, school districts and colleges. Cost control we use larger equipment, scheduled routes, and an Account M
Header	11	turf, beds) along with chemical applications, irrigation inspections/repairs, and enhancements. We also assign an Account Manager to you
Header	12	
Header	13	
Header	14	
Header	15	
Header	16	
Header	17	
Header	18	
Header	19	

Line #	Att #	
Header	20	
Header	21	
Header	22	
Header	23	hired, which includes completing the Employment Eligibility Verification Form (I9). The Contractor shall establish appropriate procedures
Header	24	
Header	25	
Header	26	
Header	27	
Header	28	
Header	29	
Header	30	
Header	31	

Line #	Att #	
Header	32	
Header	33	
Header	34	
Header	35	
Header	36	
Header	37	
Header	38	
Header	39	
Header	40	
Header	41	
Header	42	
Header	43	
Header	44	
Header	45	
Header	46	his employee(s). All wages, taxes, and worker's compensation of all contract employees shall be paid by the contractor.
Header	47	
Header	48	all Federal, State, and Local regulation are met.
Header	49	
Header	50	

Line #	Att #
Header	1
Header	2
Header	3
Header	4
Header	5
Header	6
Header	7
Header	8
Header	9
Header	10
Header	11
Header	12
Header	13
Header	14
Header	15
Header	16
Header	17
Header	18
Header	19

Manager. Account Manager is the point of contract for the City of Lancaster, available 24hrs. The Account manager provides a schedule to
ur contract to be your one point of contact. The account manager will be available 24hrs, by phone, text or email.

Line #	Att #	
Header	20	
Header	21	
Header	22	
Header	23	and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not lega
Header	24	
Header	25	
Header	26	
Header	27	
Header	28	
Header	29	
Header	30	
Header	31	

Line #	Att #
Header	32
Header	33
Header	34
Header	35
Header	36
Header	37
Header	38
Header	39
Header	40
Header	41
Header	42
Header	43
Header	44
Header	45
Header	46
Header	47
Header	48
Header	49
Header	50

Line #	Att #
Header	1
Header	2
Header	3
Header	4
Header	5
Header	6
Header	7
Header	8
Header	9
Header	10
Header	11
Header	12
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Header	14
Header	15
Header	16
Header	17
Header	18
Header	19

the representative for the City of Lancaster, and to the crews. The crews will follow the same route each week, to prevent missing prope

Line #	Att #	
Header	20	
Header	21	
Header	22	
Header	23	lly eligible to perform such services or employment.
Header	24	
Header	25	
Header	26	
Header	27	
Header	28	
Header	29	
Header	30	
Header	31	

Line #	Att #
Header	32
Header	33
Header	34
Header	35
Header	36
Header	37
Header	38
Header	39
Header	40
Header	41
Header	42
Header	43
Header	44
Header	45
Header	46
Header	47
Header	48
Header	49
Header	50

Line #	Att #
Header	1
Header	2
Header	3
Header	4
Header	5
Header	6
Header	7
Header	8
Header	9
Header	10
Header	11
Header	12
Header	13
Header	14
Header	15
Header	16
Header	17
Header	18
Header	19

rties, increase quality control and help the City of Lancaster report to residents and City staff where Yellowstone will be each week.

Line #	Att #
Header	20
Header	21
Header	22
Header	23
Header	24
Header	25
Header	26
Header	27
Header	28
Header	29
Header	30
Header	31

Line #	Att #
Header	32
Header	33
Header	34
Header	35
Header	36
Header	37
Header	38
Header	39
Header	40
Header	41
Header	42
Header	43
Header	44
Header	45
Header	46
Header	47
Header	48
Header	49
Header	50

Responding Supplier	Signature Full Name	Signature Email	Supplier Notes
Urban Landscaping & Irrigation	Dexter Payne	urbanlandscaping@att.net	
T. Smith's Lawn Service	Terrence Smith	tdsmith72@sbcglobal.net	
Yellowstone Landscape	Bruce McDonald	bmcdonald@yellowstonelandscape.com	

624 W. Pleasant Run Rd.

3/15/2023, 9:37:07 AM

Parcels

Subdivision

Dallas County Boundary

Abstracts

Street Centerline

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

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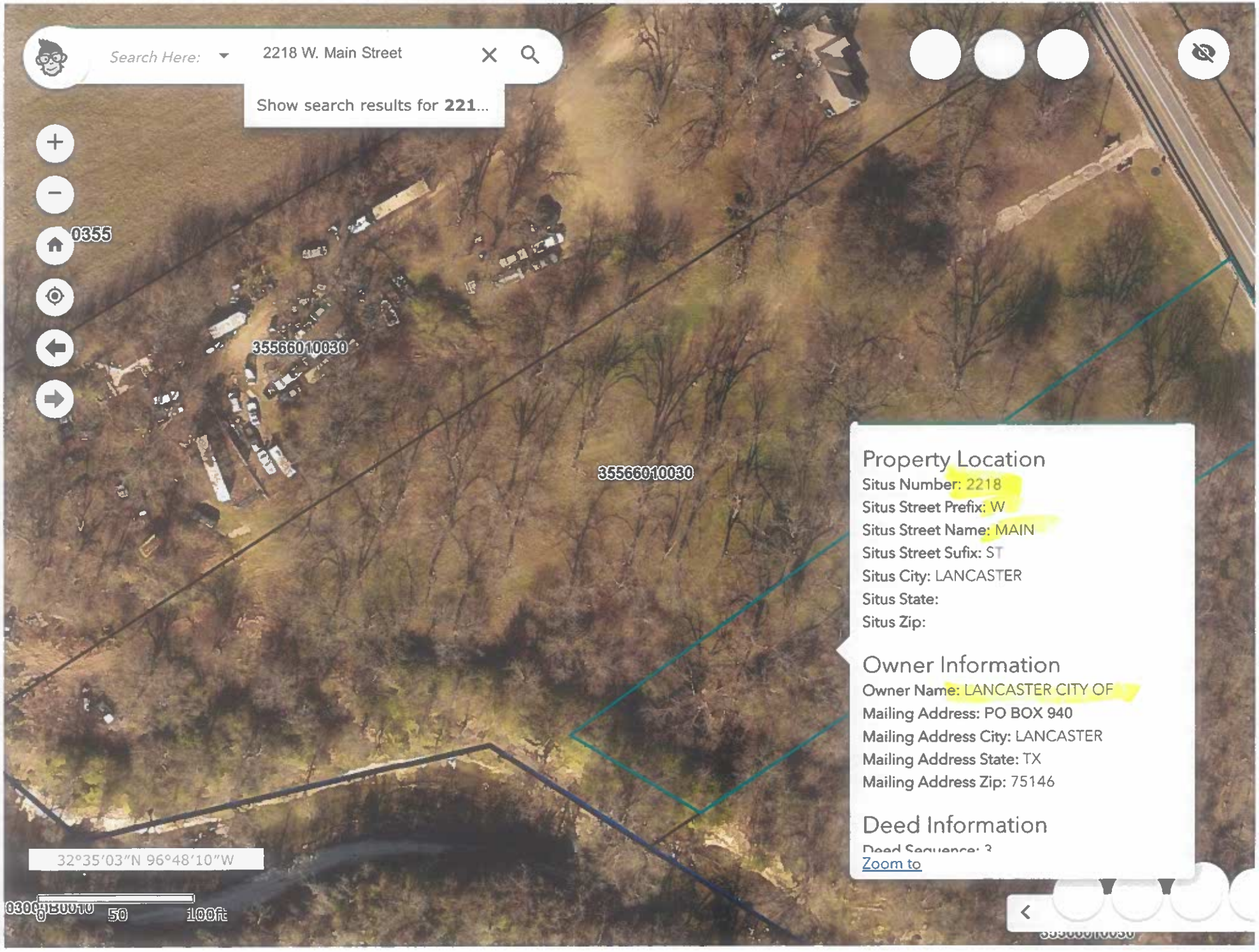
Dallas County Appraisal District, RIS Consulting, www.hisconsulting.com

W Pleasant Run Rd
W Pleasant Run Rd
W Pleasant Run Rd
W Pleasant Run Rd
W Pleasant Run Rd
(1 of 2)
Property Location
Situs Number: 620
Situs Street Prefix: W
Situs Street Name: PLEASANT RUN
Situs Street Sufix: RD
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to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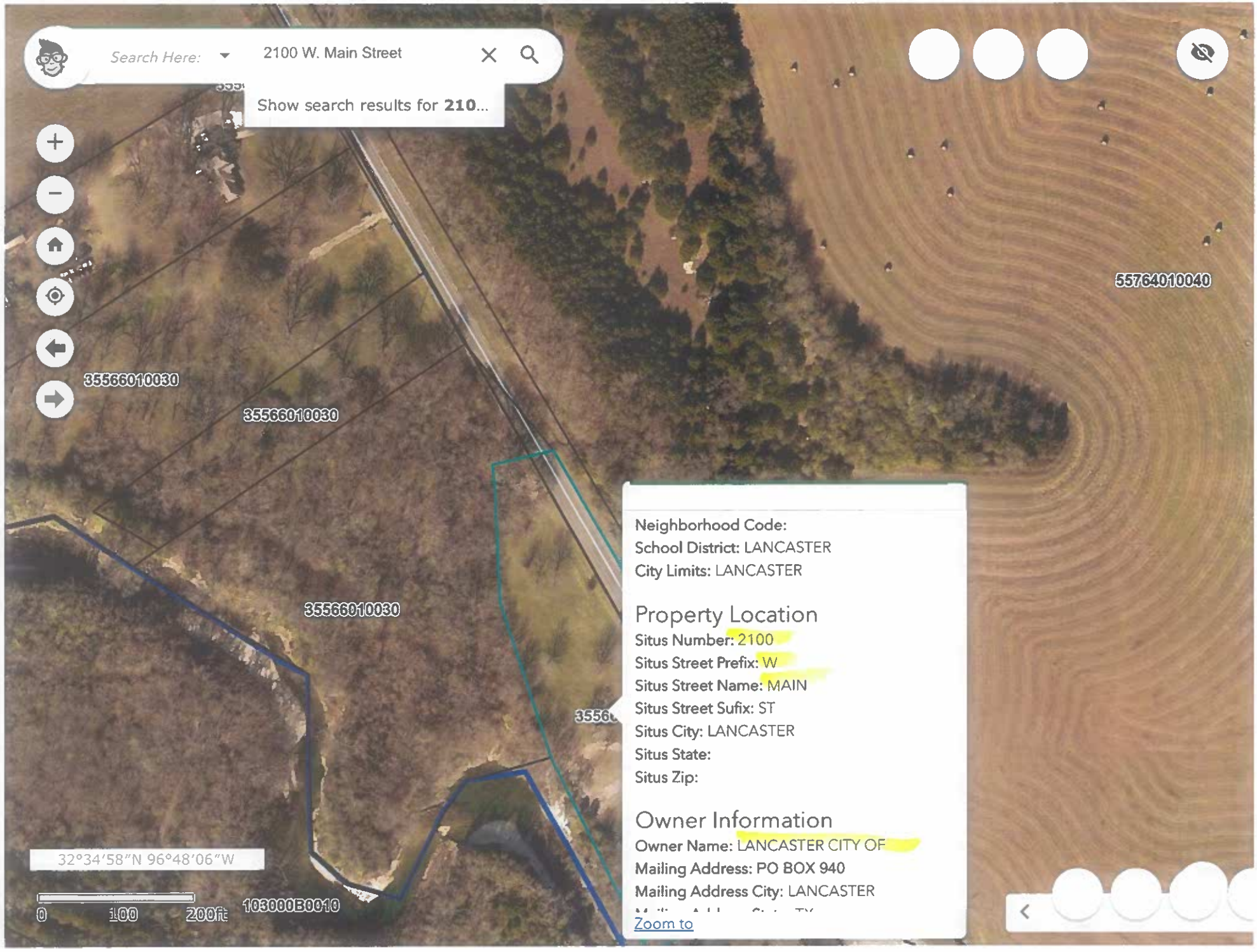
2218 W. Main Street
Show search results for 221...
0355
35566010030
35566010030
Property Location
Situs Number: 2218
Situs Street Prefix: W
Situs Street Name: MAIN
Situs Street Sufix: ST
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
32°35'03"N 96°48'10"W
0 50 100ft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35566010030
35566010030
103000B0010
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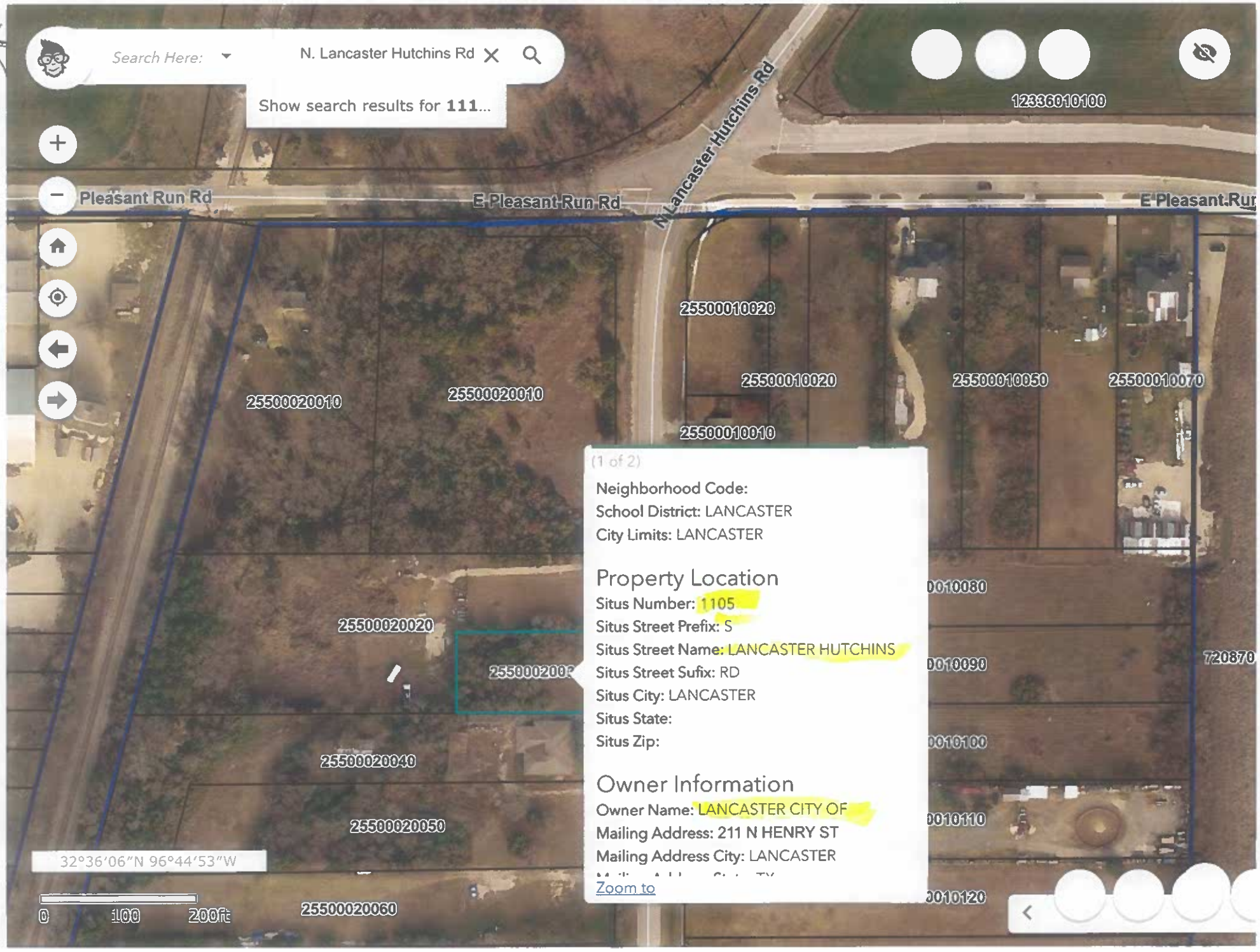
0 100 200ft
Neighborhood Code:
School District: LANCASTER
City Limits: LANCASTER
Property Location
Situs Number: 2100
Situs Street Prefix: W
Situs Street Name: MAIN
Situs Street Sufix: ST
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Zoom to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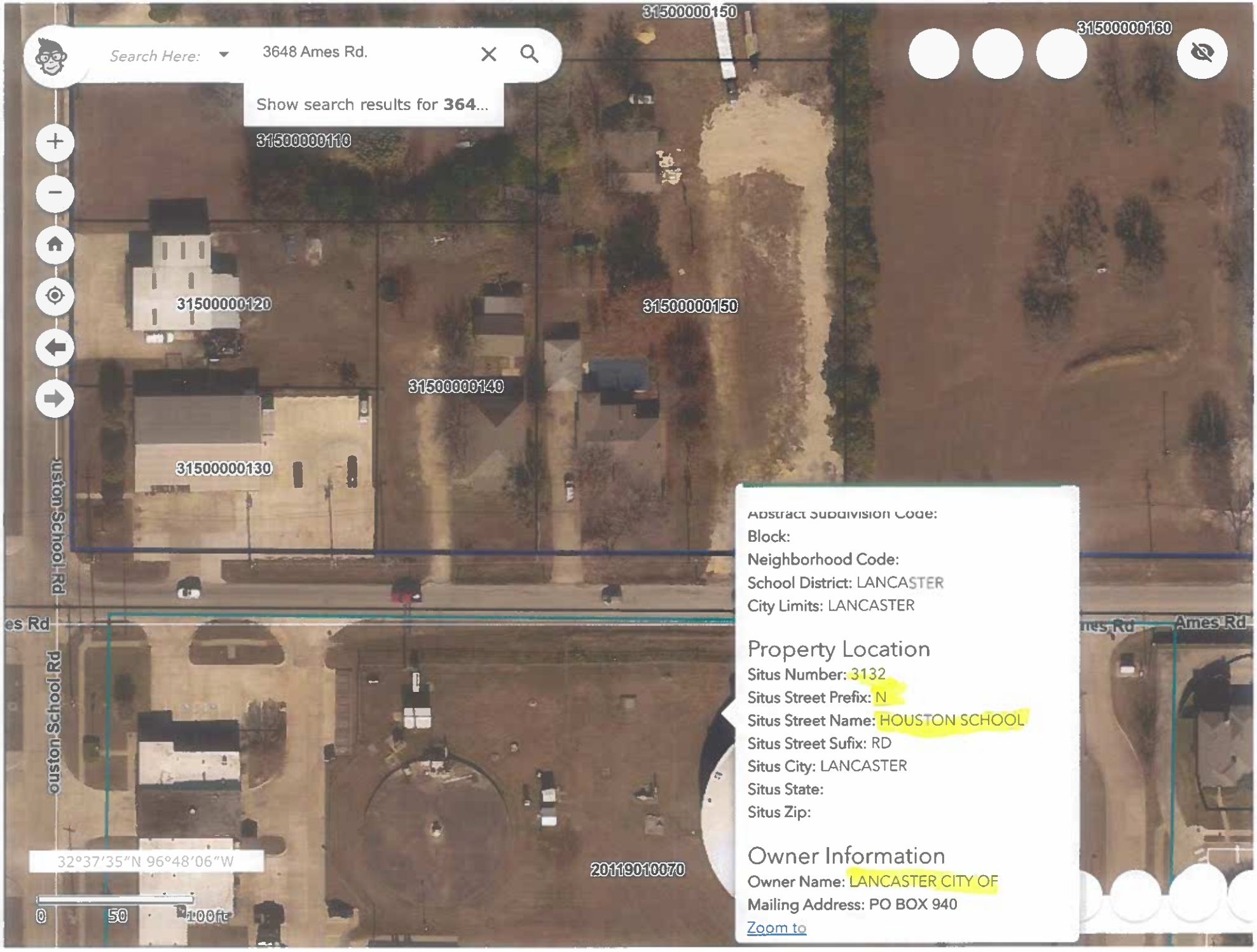
N. Lancaster Hutchins Rd
Show search results for 111...
Pleasant Run Rd
E Pleasant Run Rd
N Lancaster Hutchins Rd
E Pleasant Run
12336010100
25500010020
25500010020
25500010050
25500010070
25500010010
25500020010
25500020010
25500020020
25500020040
25500020050
25500020060
720870
32°36'06"N 96°44'53"W
0 100 200ft
(1 of 2)
Neighborhood Code:
School District: LANCASTER
City Limits: LANCASTER
Property Location
Situs Number: 1105
Situs Street Prefix: S
Situs Street Name: LANCASTER HUTCHINS
Situs Street Sufix: RD
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: 211 N HENRY ST
Mailing Address City: LANCASTER
Zoom to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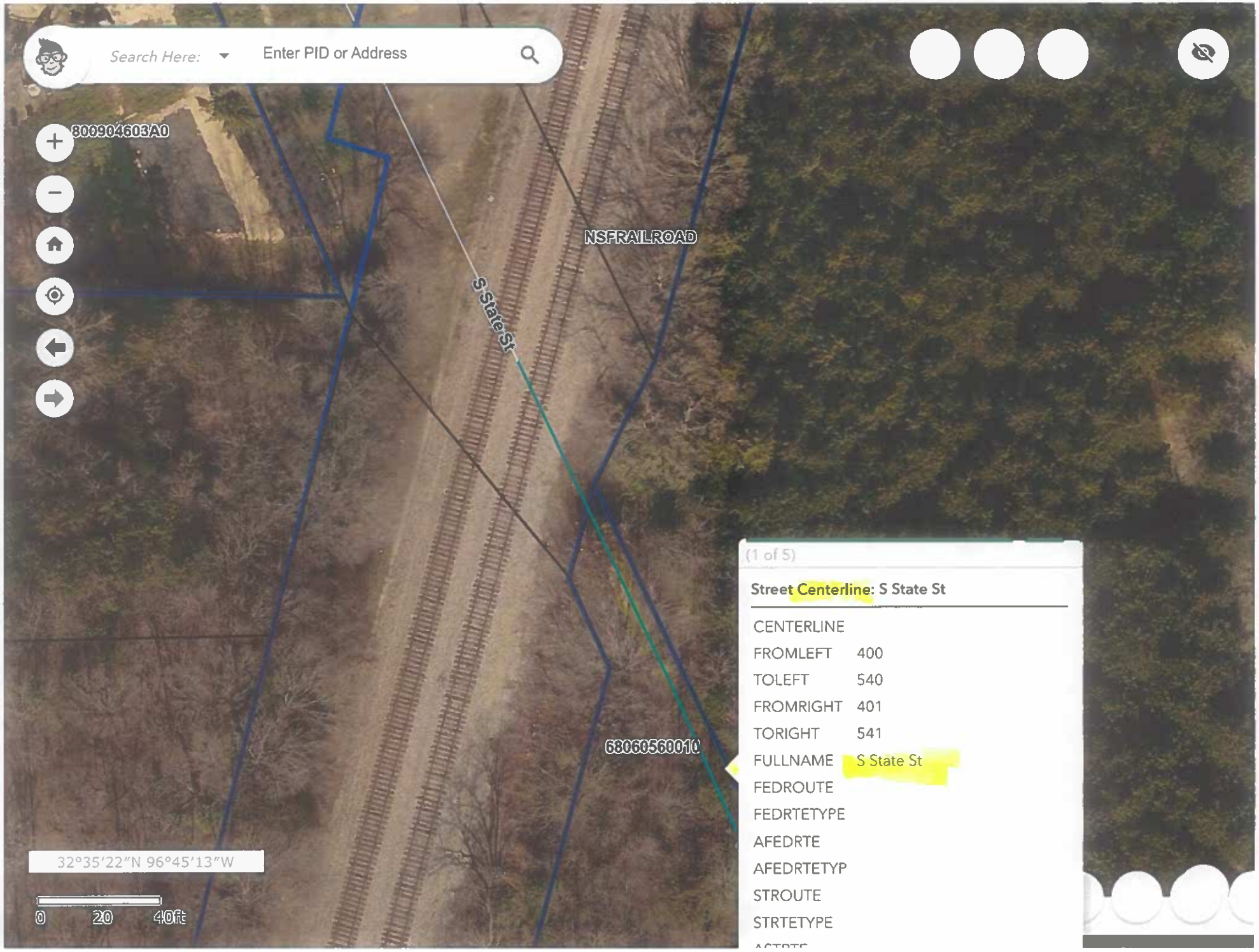
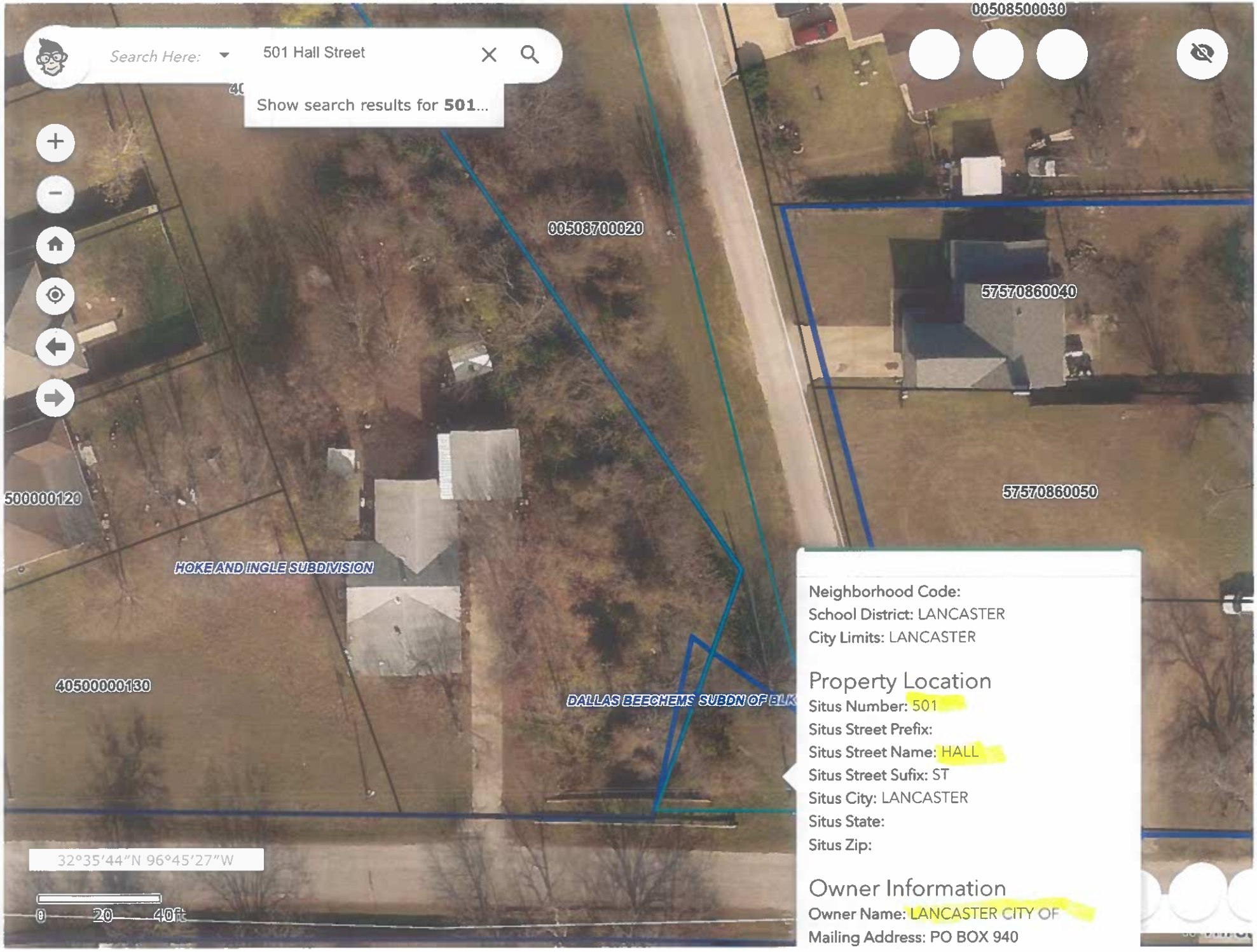
3648 Ames Rd.
Show search results for 364...
31500000150
31500000160
31500000110
31500000120
31500000150
31500000140
31500000130
ouston School Rd
es Rd
Ames Rd
20119010070
32°37'35"N 96°48'06"W
0 50 100ft
Abstract Subdivision Code:
Block:
Neighborhood Code:
School District: LANCASTER
City Limits: LANCASTER
Property Location
Situs Number: 3132
Situs Street Prefix: N
Situs Street Name: HOUSTON SCHOOL
Situs Street Sufix: RD
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Zoom to



(1 of 5)

Street Centerline: S State St

CENTERLINE	
FROMLEFT	400
TOLEFT	540
FROMRIGHT	401
TORIGHT	541
FULLNAME	S State St
FEDROUTE	
FEDRTETYPE	
AFEDRTE	
AFEDRTETYP	
STROUTE	
STRTETYPE	



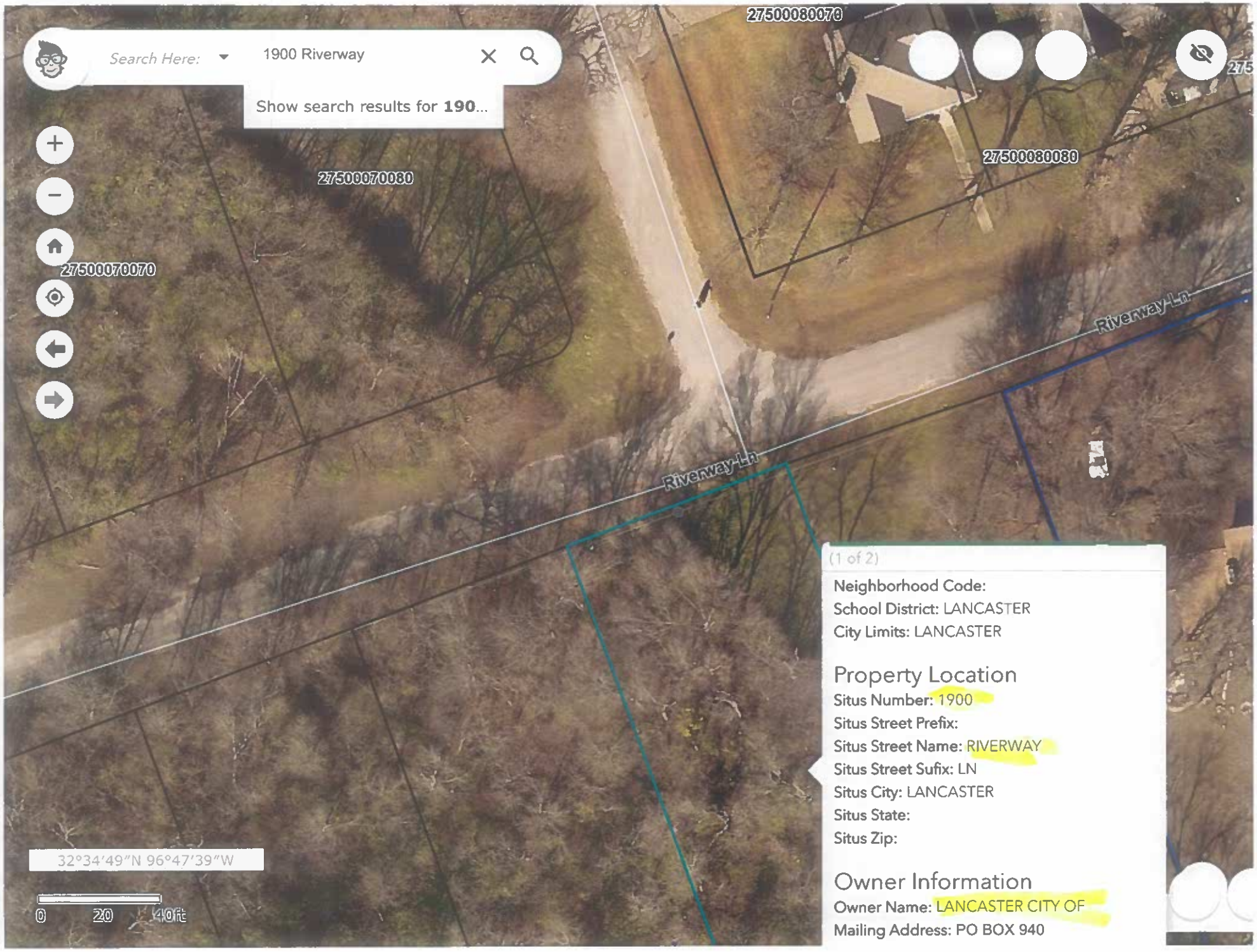
Neighborhood Code:
School District: LANCASTER
City Limits: LANCASTER

Property Location

Situs Number: 501
Situs Street Prefix:
Situs Street Name: HALL
Situs Street Sufix: ST
Situs City: LANCASTER
Situs State:
Situs Zip:

Owner Information

Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940



(1 of 2)

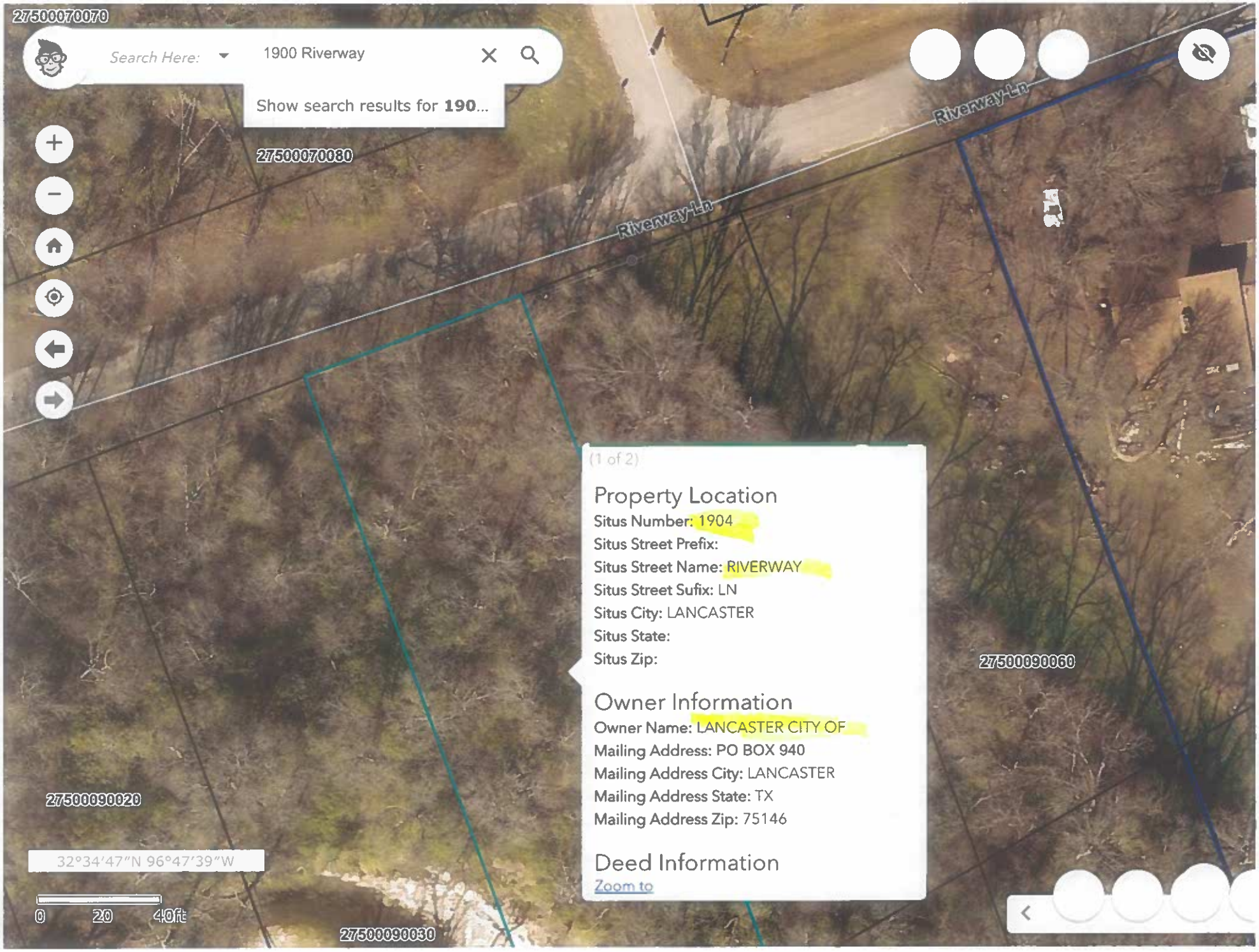
Neighborhood Code:
School District: LANCASTER
City Limits: LANCASTER

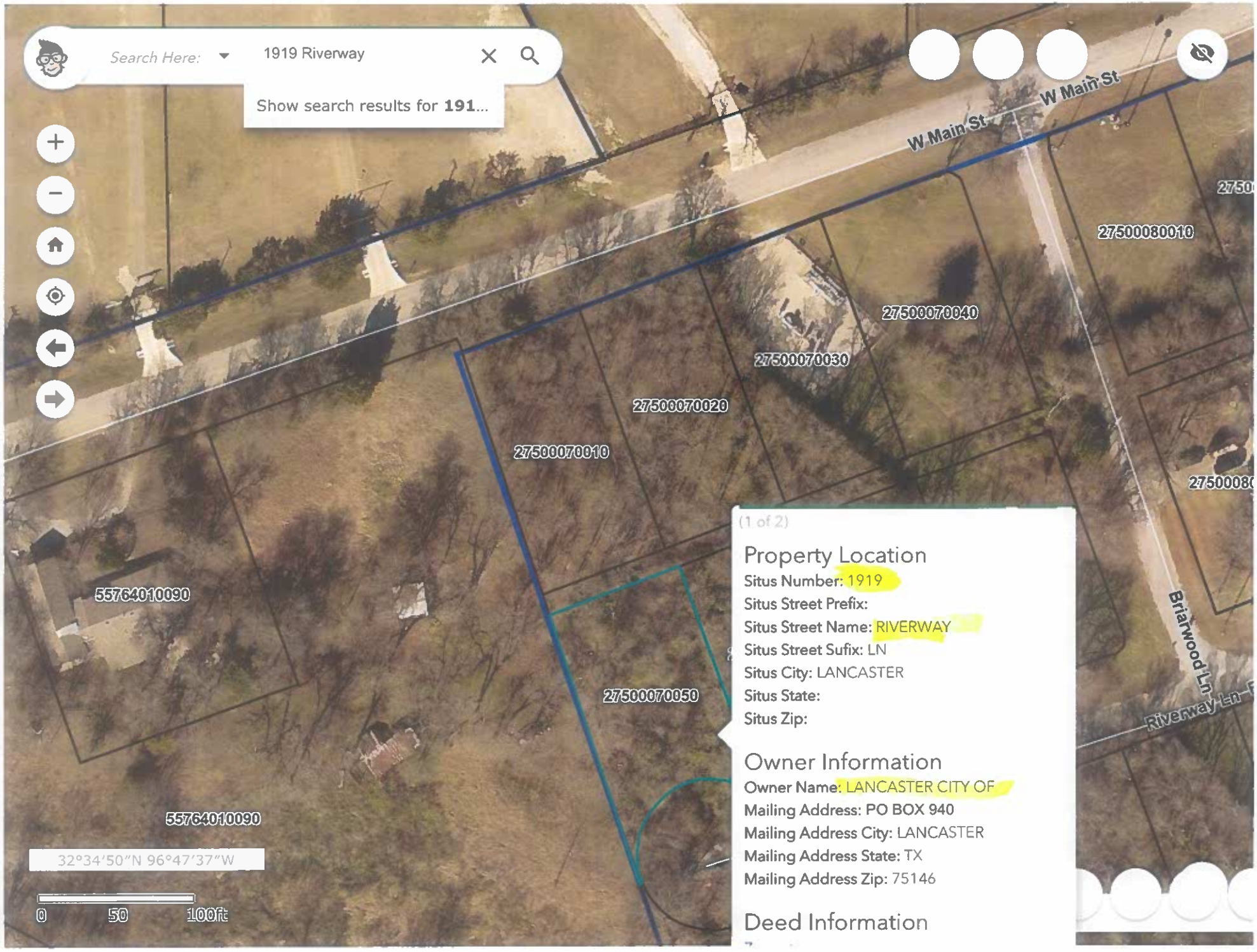
Property Location

Situs Number: 1900
Situs Street Prefix:
Situs Street Name: RIVERWAY
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:

Owner Information

Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940


27500070070
Search Here:
1900 Riverway
Show search results for 190...
27500070080
Riverway Ln
Riverway Ln
(1 of 2)
Property Location
Situs Number: 1904
Situs Street Prefix:
Situs Street Name: RIVERWAY
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
27500090060
27500090020
32°34'47"N 96°47'39"W
0 20 40ft
27500090030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1919 Riverway
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W Main St
W Main St
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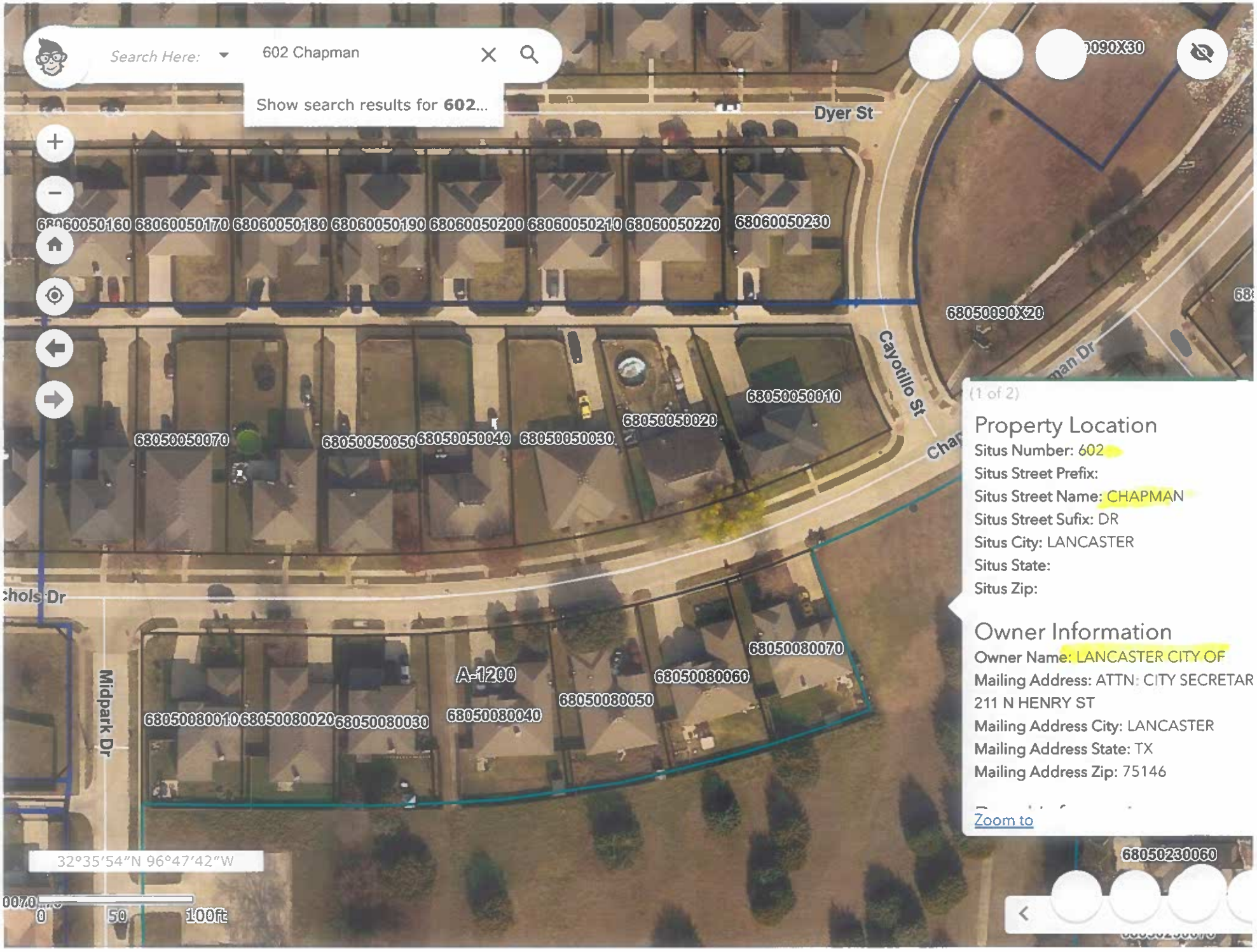
27500070040
27500070030
27500070020
27500070010
55764010090
27500070050
55764010090
Briarwood Ln
Riverway Ln
32°34'50"N 96°47'37"W
0 50 100ft
(1 of 2)
Property Location
Situs Number: 1919
Situs Street Prefix:
Situs Street Name: RIVERWAY
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information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68060050170
68060050180
68060050190
68060050200
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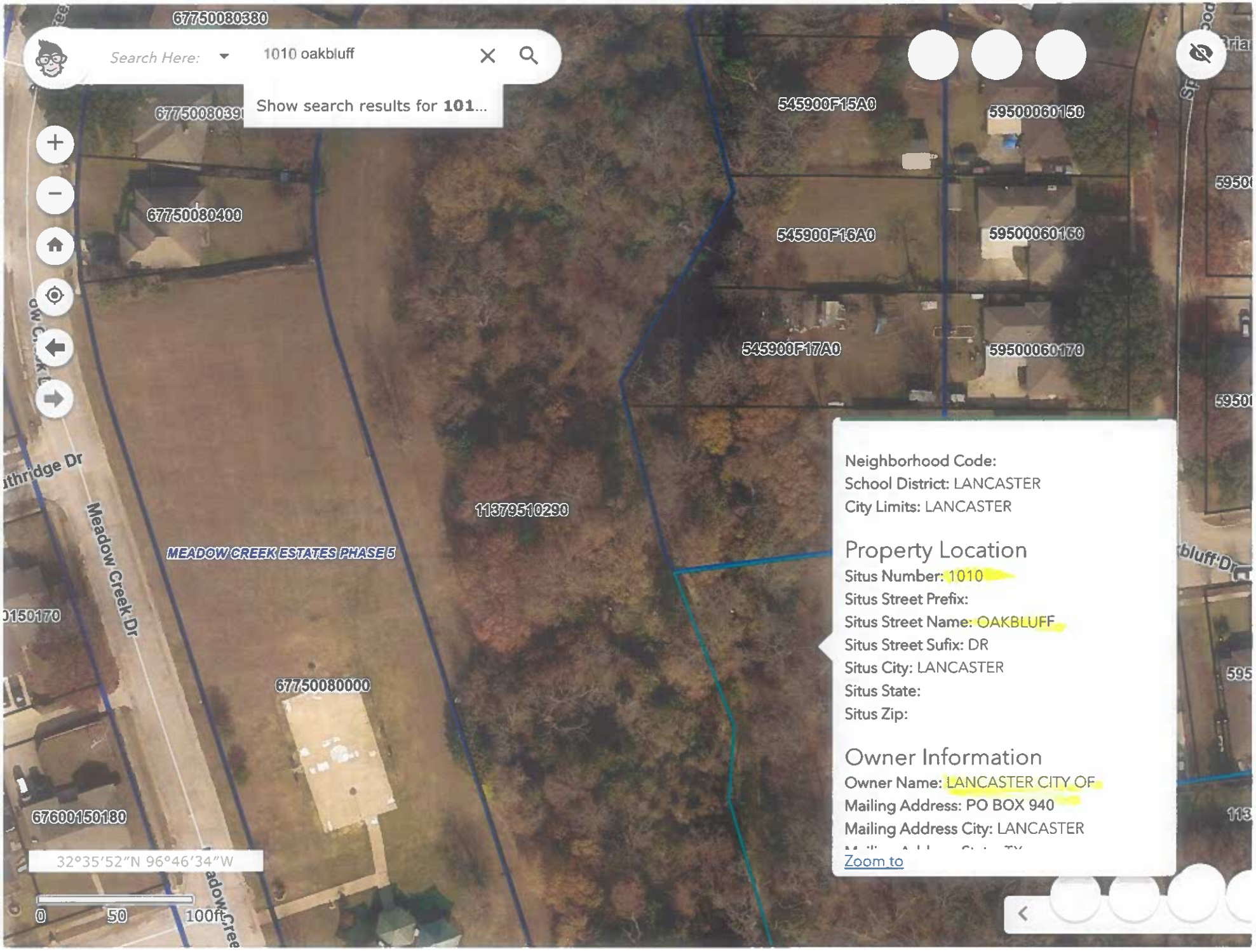
68060050220
68060050230
68050090X20
Cayotillo St
68050050010
68050050020
68050050070
68050050050
68050050040
68050050030
Midpark Dr
A-1200
68050080070
68050080060
68050080050
68050080010
68050080020
68050080030
68050080040
68050230060
32°35'54"N 96°47'42"W
0
50
100ft
(1 of 2)
Property Location
Situs Number: 602
Situs Street Prefix:
Situs Street Name: CHAPMAN
Situs Street Sufix: DR
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: ATTN: CITY SECRETAR
211 N HENRY ST
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Zoom to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1010 oakbluff
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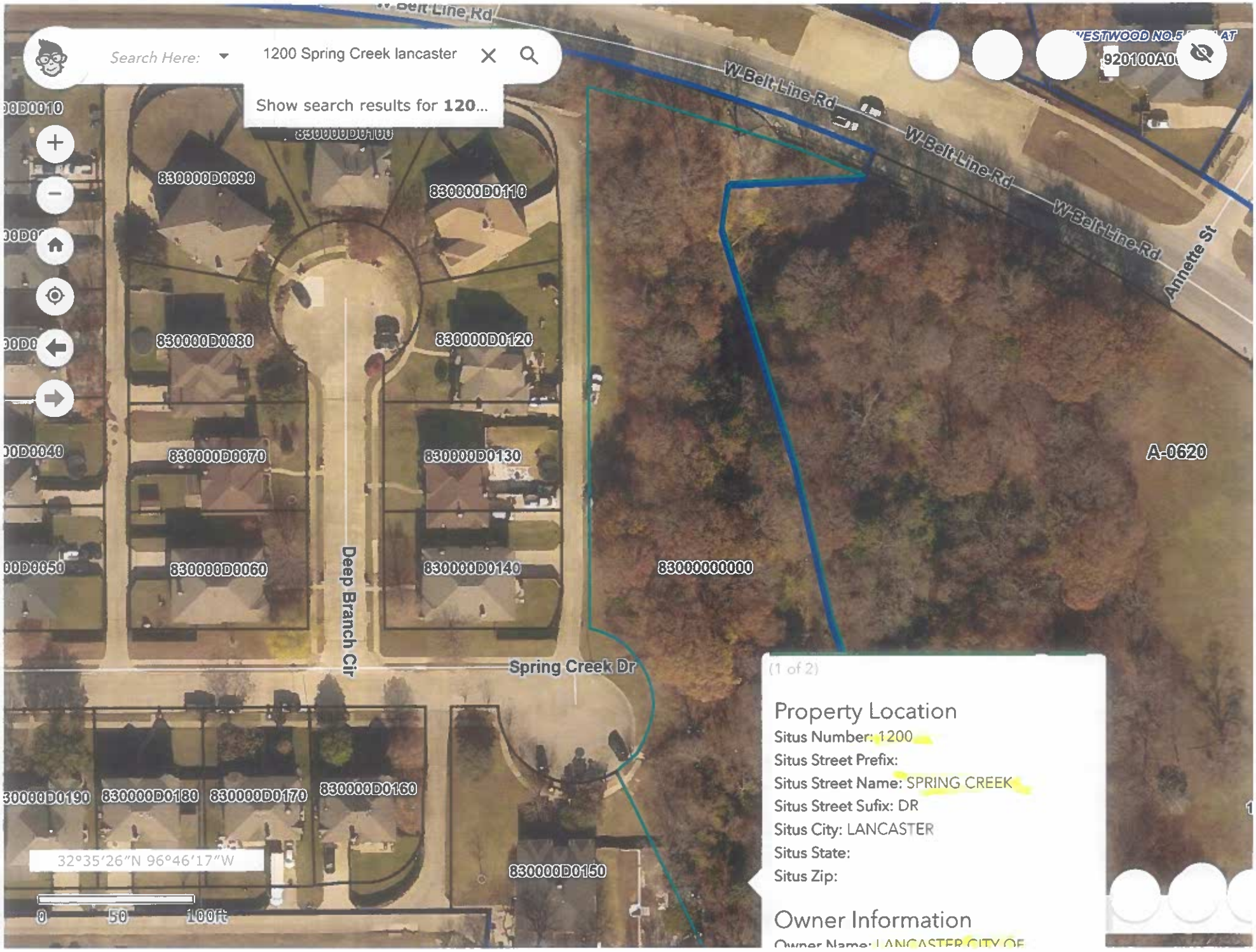
67750080380
67750080391
67750080400
545900F15A0
59500060150
545900F16A0
59500060160
545900F17A0
59500060170
11379510290
MEADOW CREEK ESTATES PHASE 5
Meadow Creek Dr
67750080000
67600150180
32°35'52"N 96°46'34"W
0 50 100ft
Neighborhood Code:
School District: LANCASTER
City Limits: LANCASTER
Property Location
Situs Number: 1010
Situs Street Prefix:
Situs Street Name: OAKBLUFF
Situs Street Sufix: DR
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Zoom to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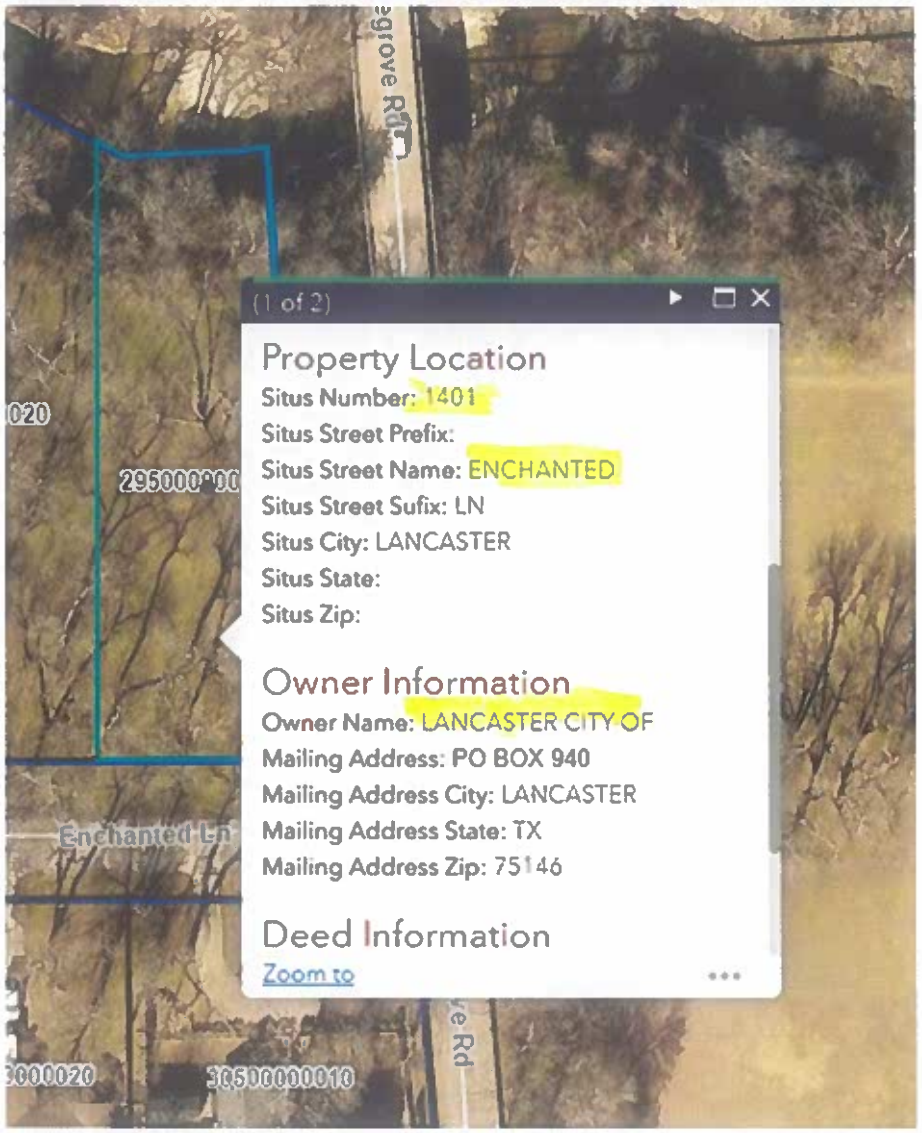
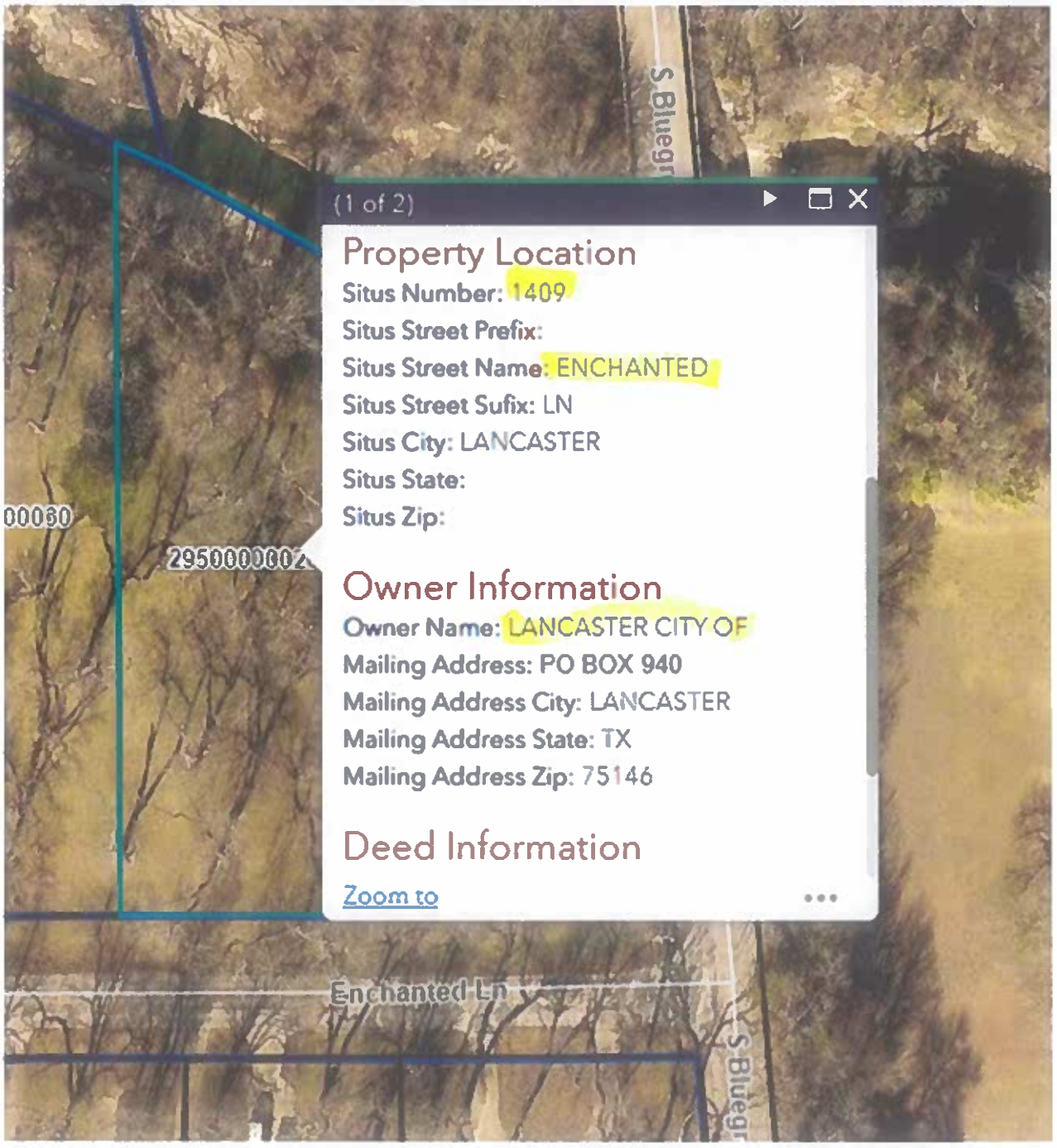
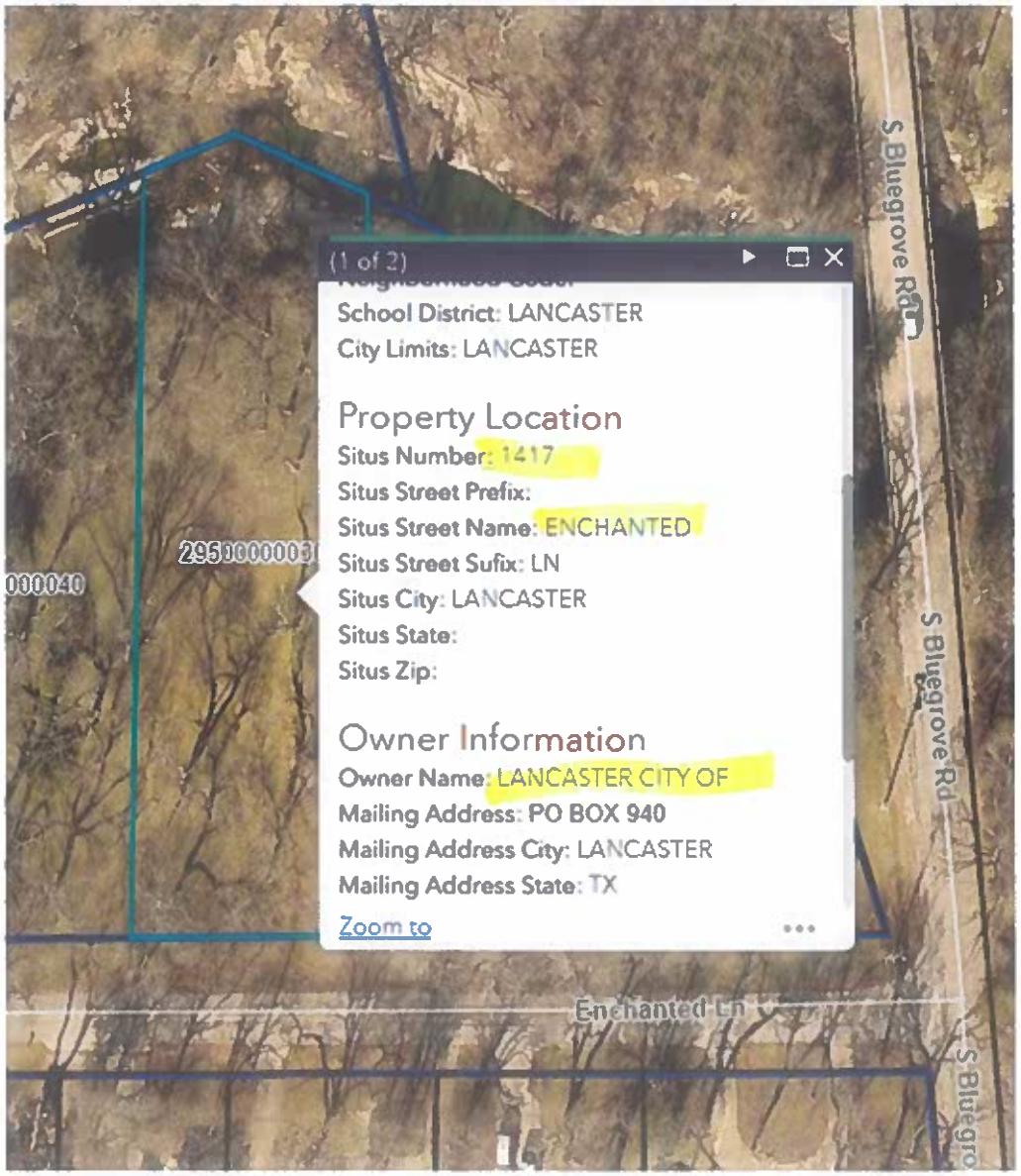
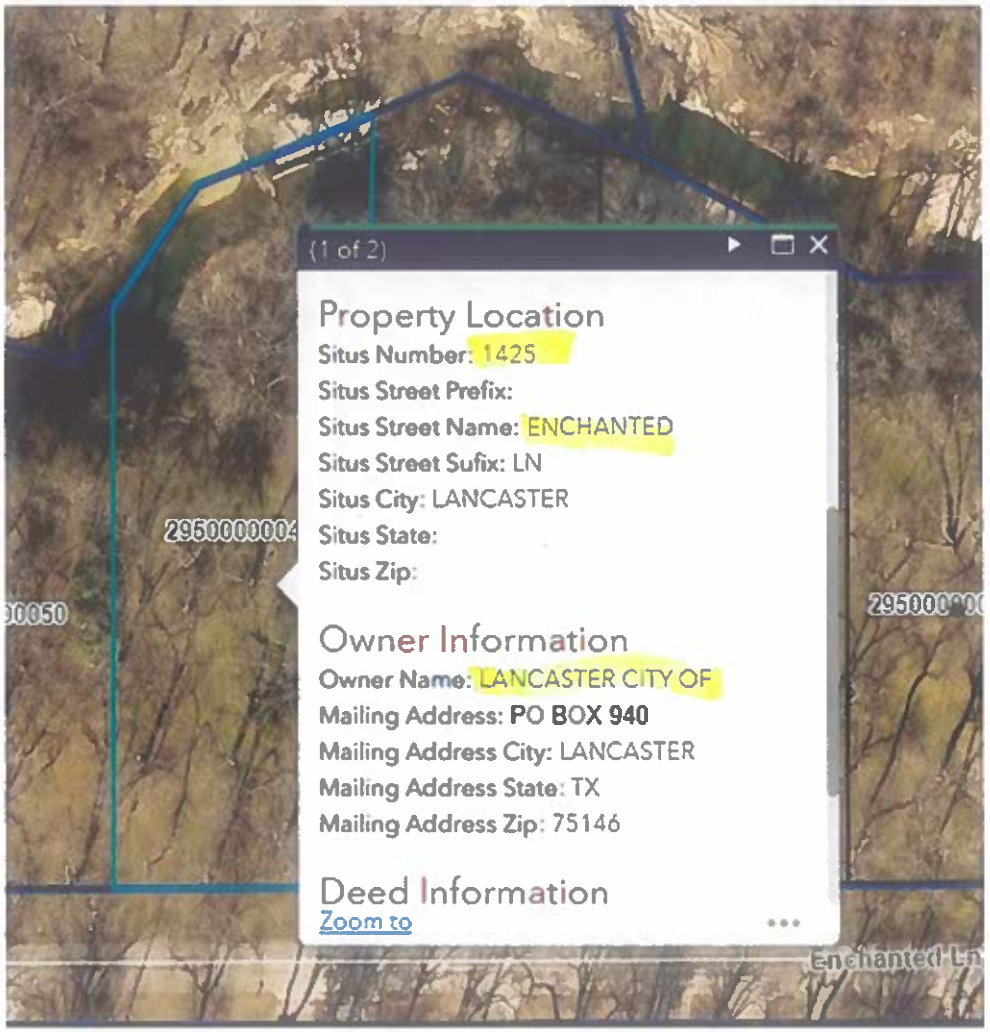
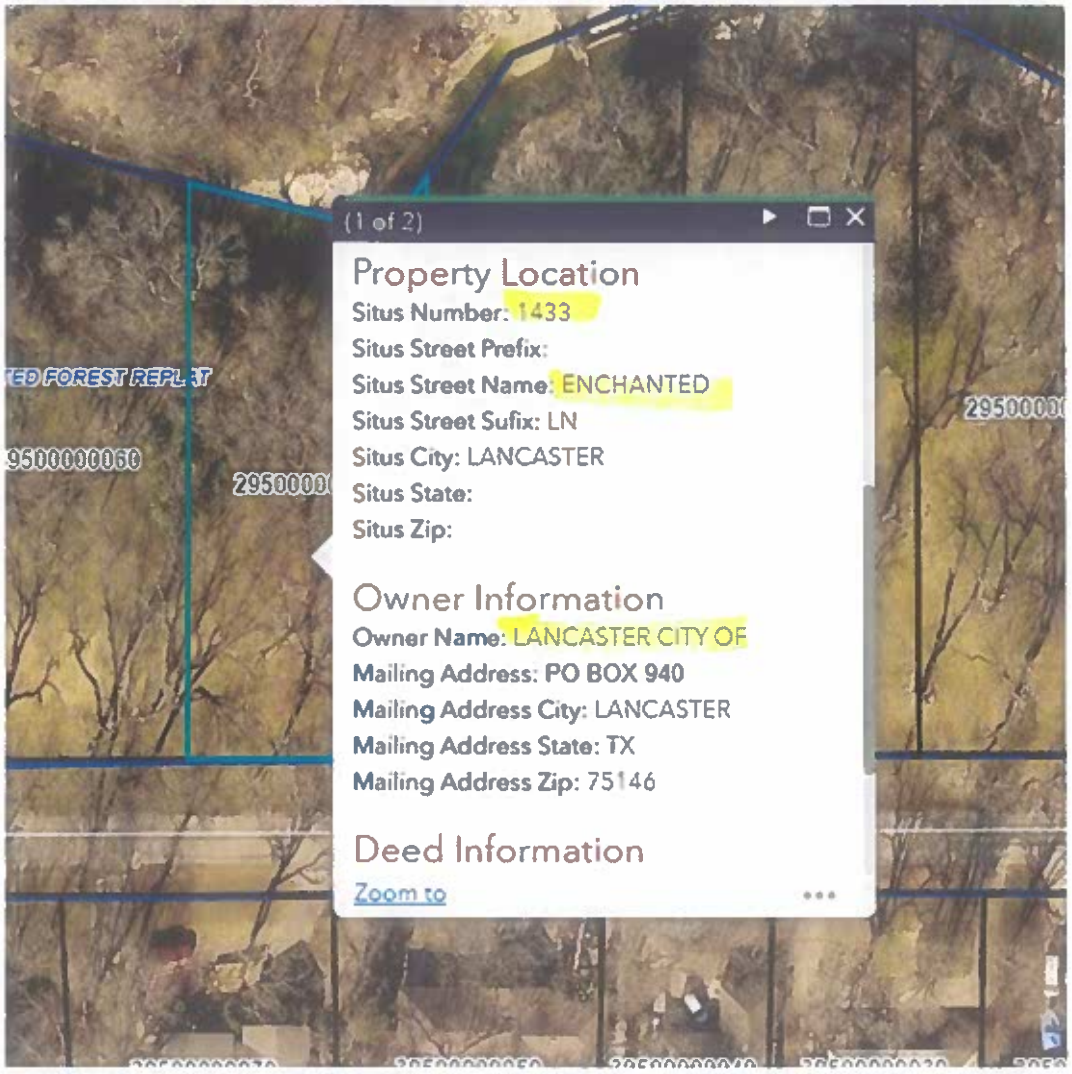
1200 Spring Creek lancaster
Show search results for 120...
W Belt Line Rd
W Belt Line Rd
W Belt Line Rd
W Belt Line Rd
Annette St
920100A0
830000D0100
830000D0090
830000D0110
830000D0080
830000D0120
830000D0070
830000D0130
830000D0060
830000D0140
83000000000
A-0620
Deep Branch Cir
Spring Creek Dr
830000D0190
830000D0180
830000D0170
830000D0160
830000D0150
32°35'26"N 96°46'17"W
0
50
100ft
(1 of 2)
Property Location
Situs Number: 1200
Situs Street Prefix:
Situs Street Name: SPRING CREEK
Situs Street Sufix: DR
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information

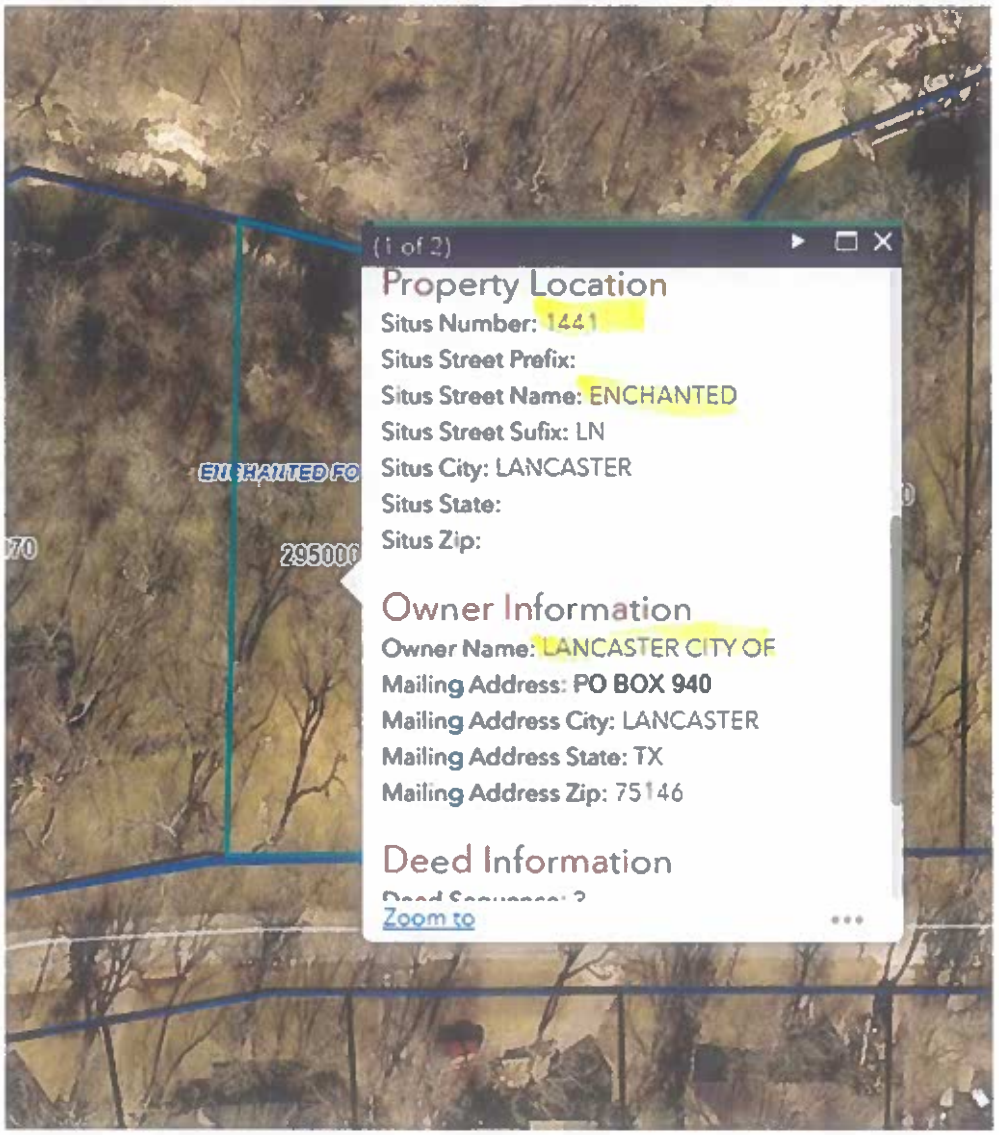

(1 of 2)
Property Location
Situs Number: 1401
Situs Street Prefix:
Situs Street Name: ENCHANTED
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
Enchanted Ln

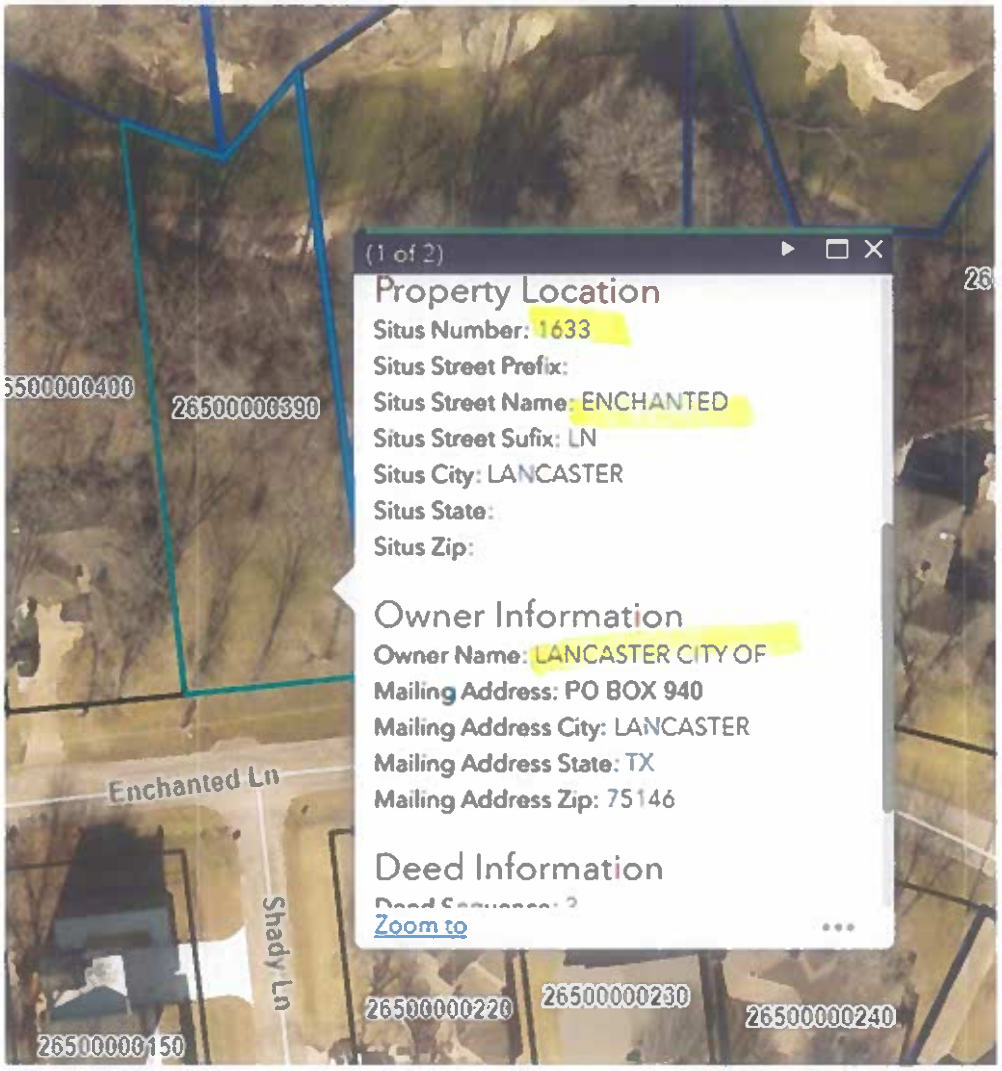

S Bluegr
(1 of 2)
Property Location
Situs Number: 1409
Situs Street Prefix:
Situs Street Name: ENCHANTED
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
00030
2950000002
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
Enchanted Ln
S Bluegr


(1 of 2)
School District: LANCASTER
City Limits: LANCASTER
Property Location
Situs Number: 1417
Situs Street Prefix:
Situs Street Name: ENCHANTED
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Zoom to
S Bluegrove Rd
S Bluegrove Rd
Enchanted Ln
000040


(1 of 2)
Property Location
Situs Number: 1425
Situs Street Prefix:
Situs Street Name: ENCHANTED
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
2950000004
Enchanted Ln


(1 of 2)
Property Location
Situs Number: 1433
Situs Street Prefix:
Situs Street Name: ENCHANTED
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
ED FOREST REPL T
9500000060


(1 of 2)
Property Location
Situs Number: 1441
Situs Street Prefix:
Situs Street Name: ENCHANTED
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to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Property Location
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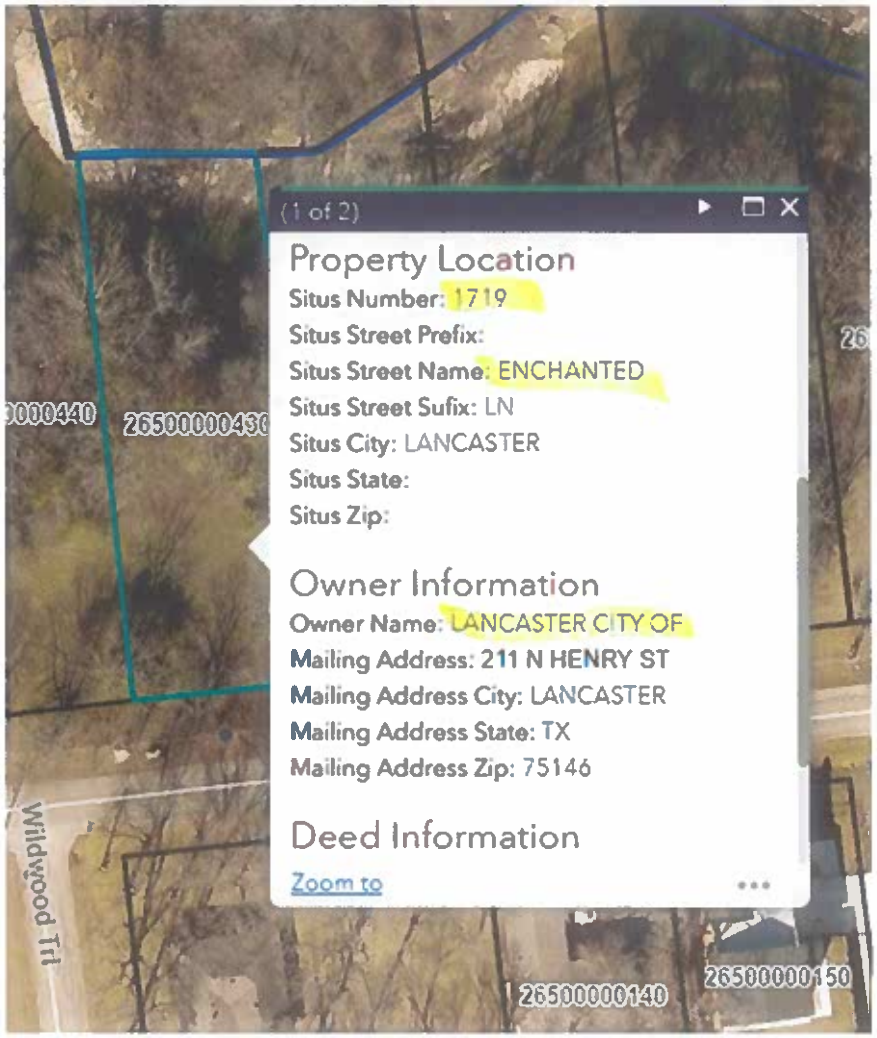
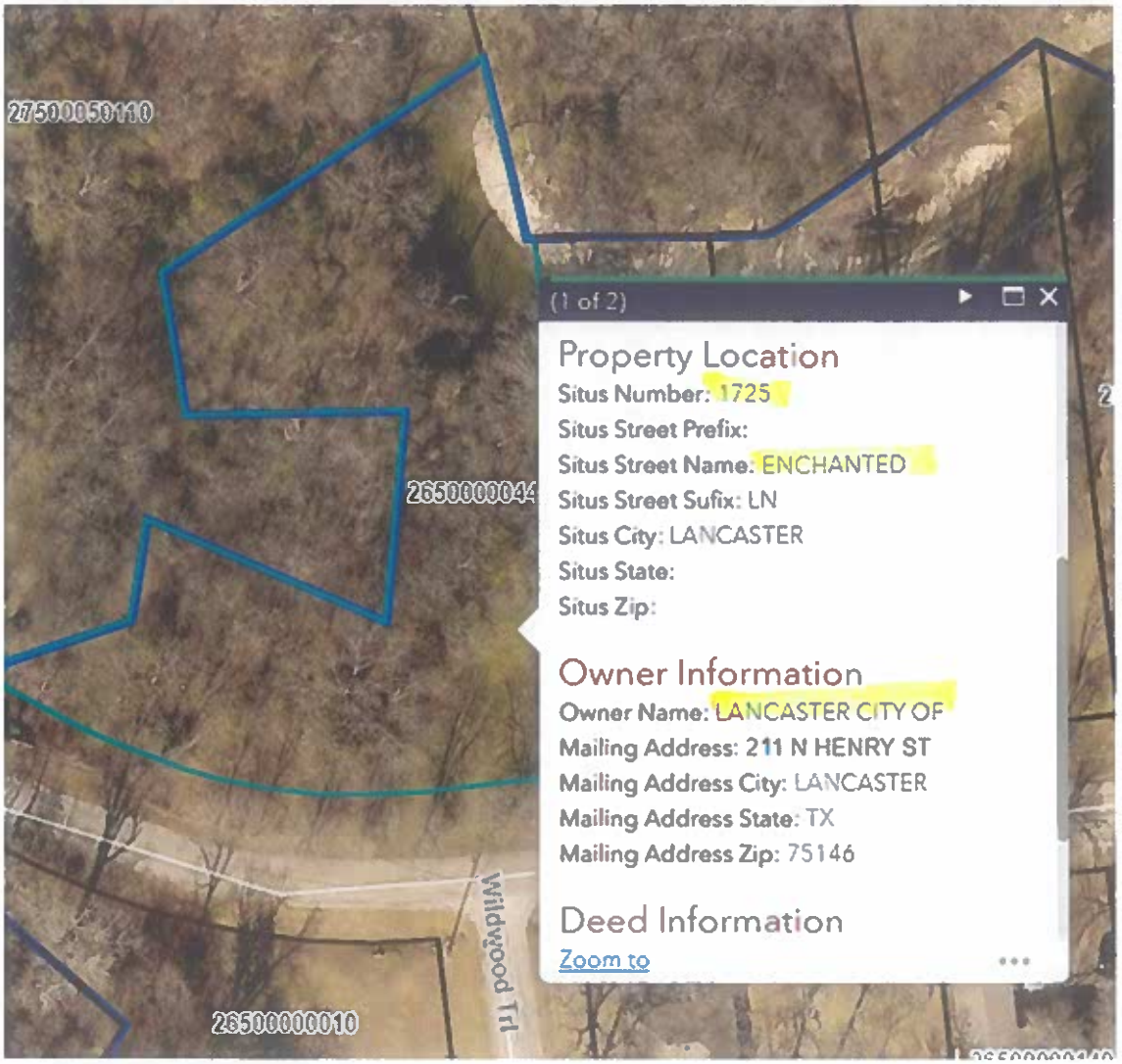
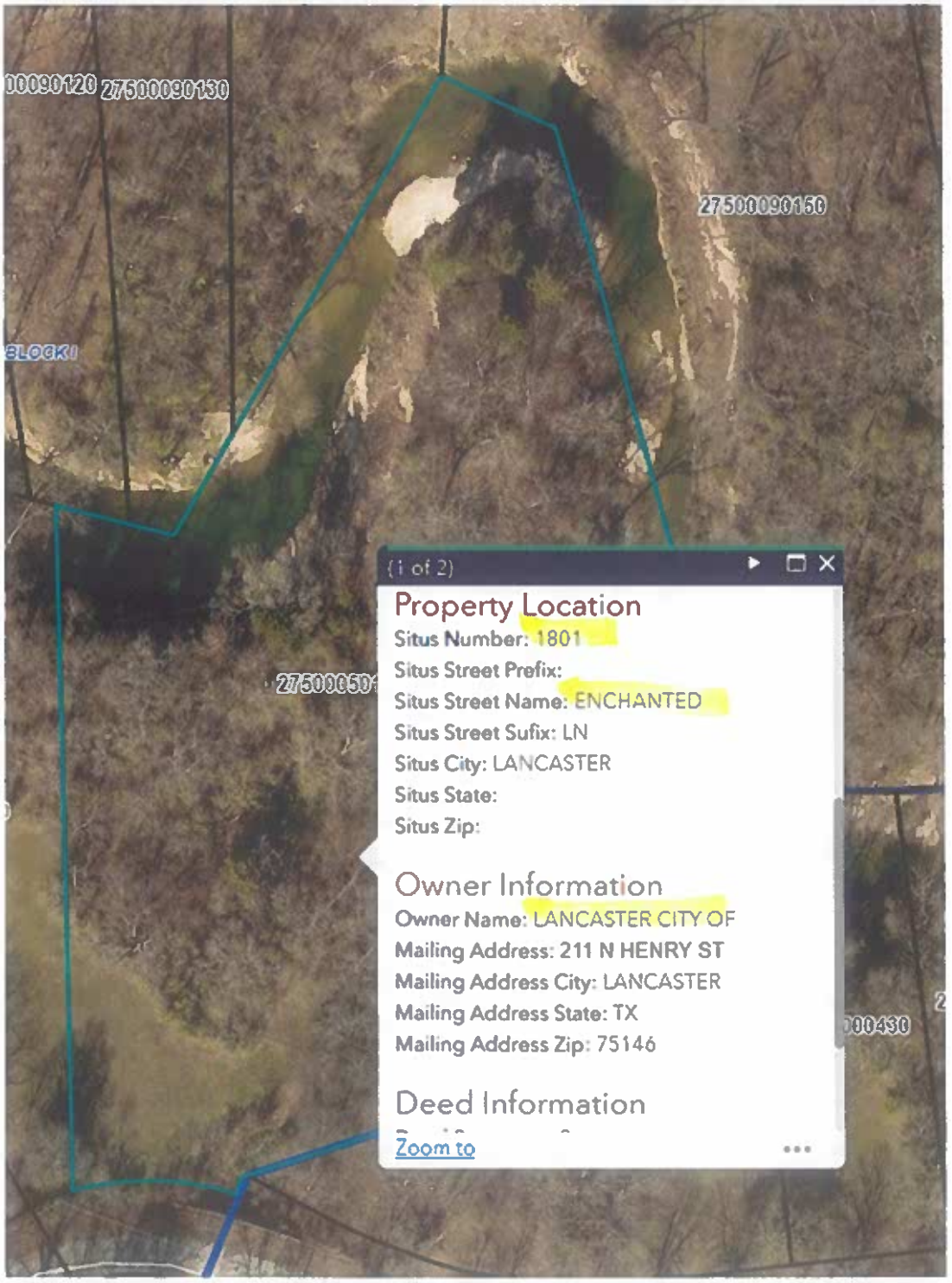
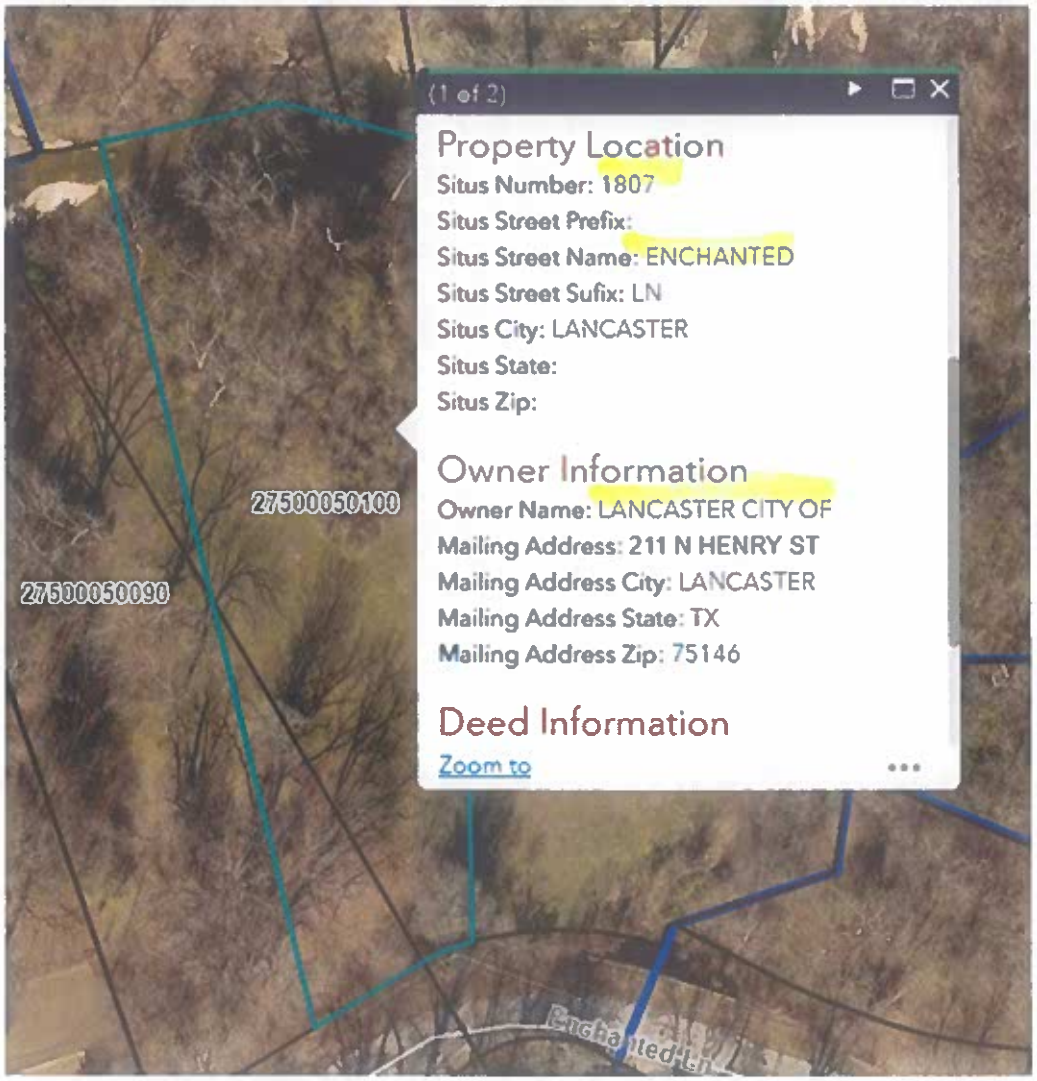
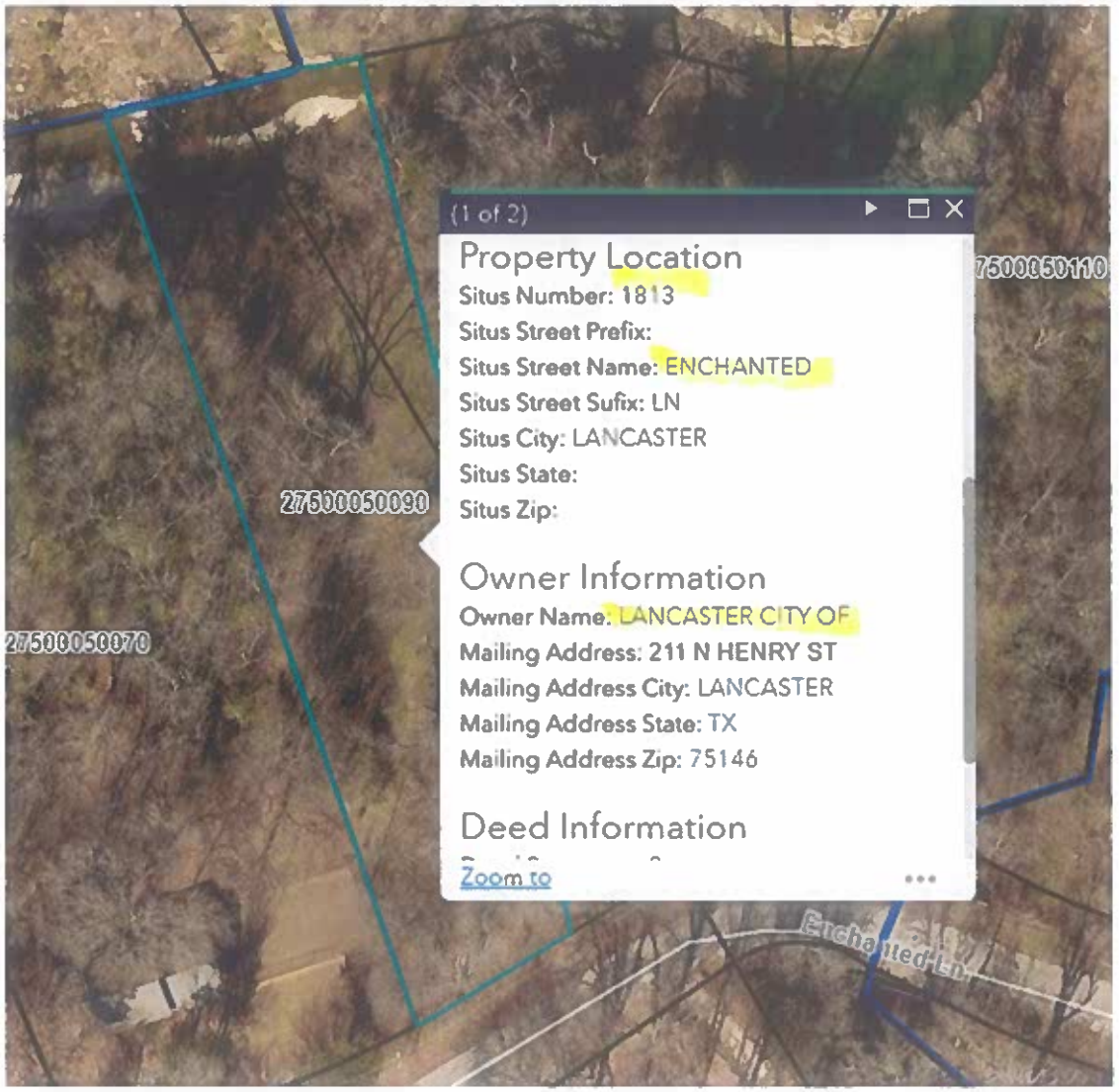
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
26500000400
26500000390
Enchanted Ln
Shady Ln
26500000220
26500000230
26500000240
26500000150

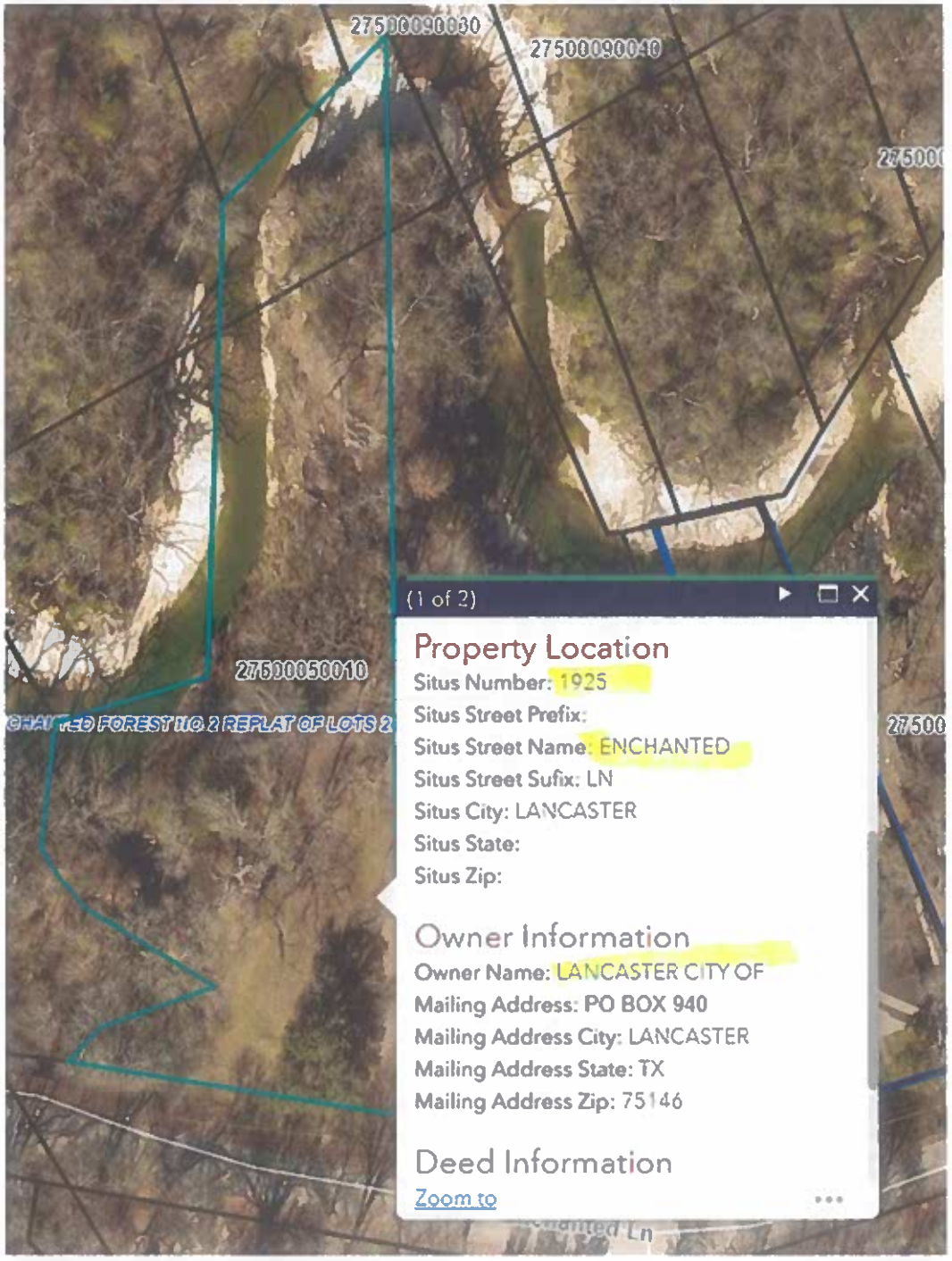

(1 of 2)
Property Location
Situs Number: 1719
Situs Street Prefix:
Situs Street Name: ENCHANTED
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: 211 N HENRY ST
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
26500000440
26500000430
Wildwood Trl
26500000140
26500000150

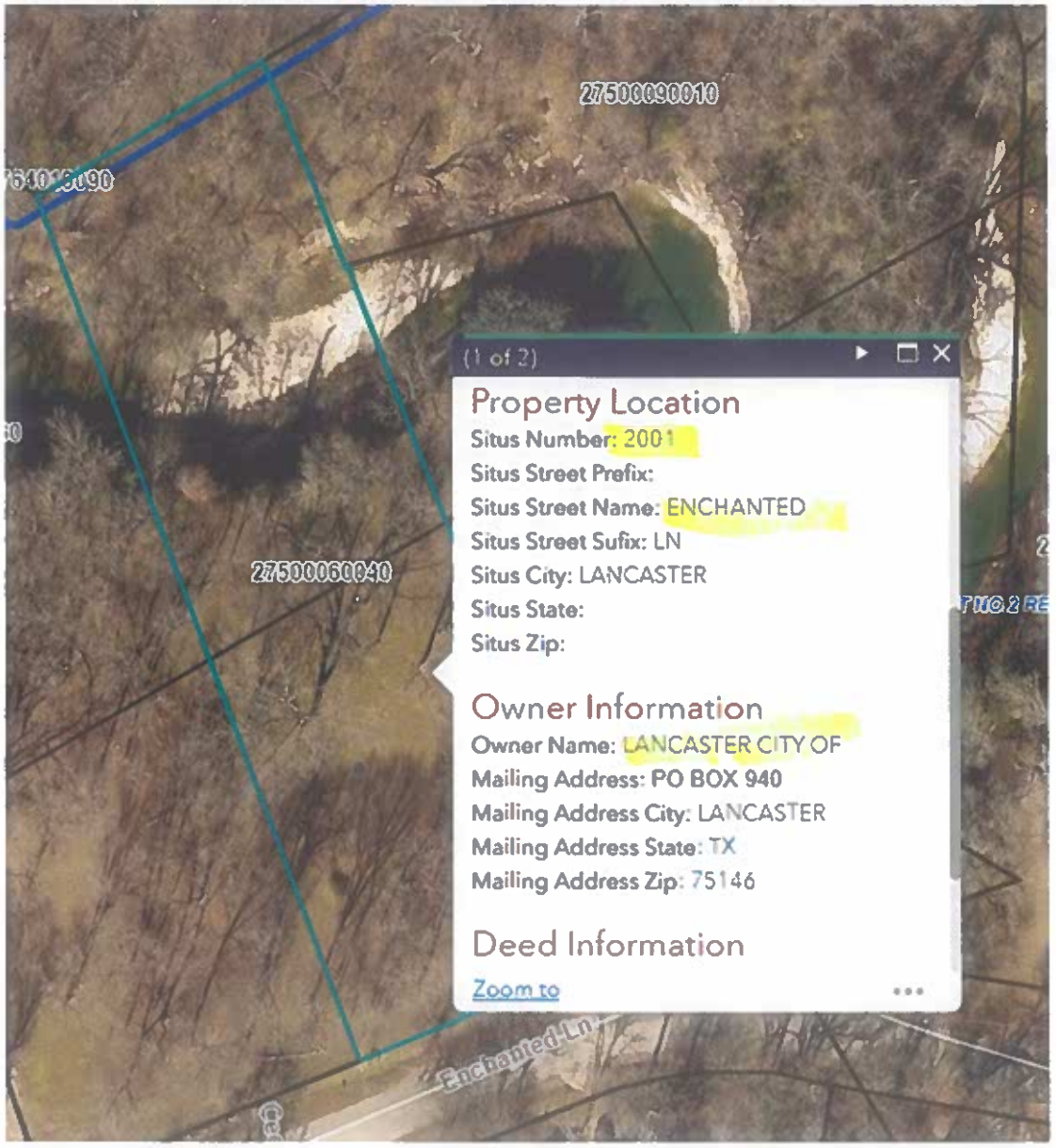

27500050110
2650000044
265000000010
Wildwood Trl
(1 of 2)
Property Location
Situs Number: 1725
Situs Street Prefix:
Situs Street Name: ENCHANTED
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: 211 N HENRY ST
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to

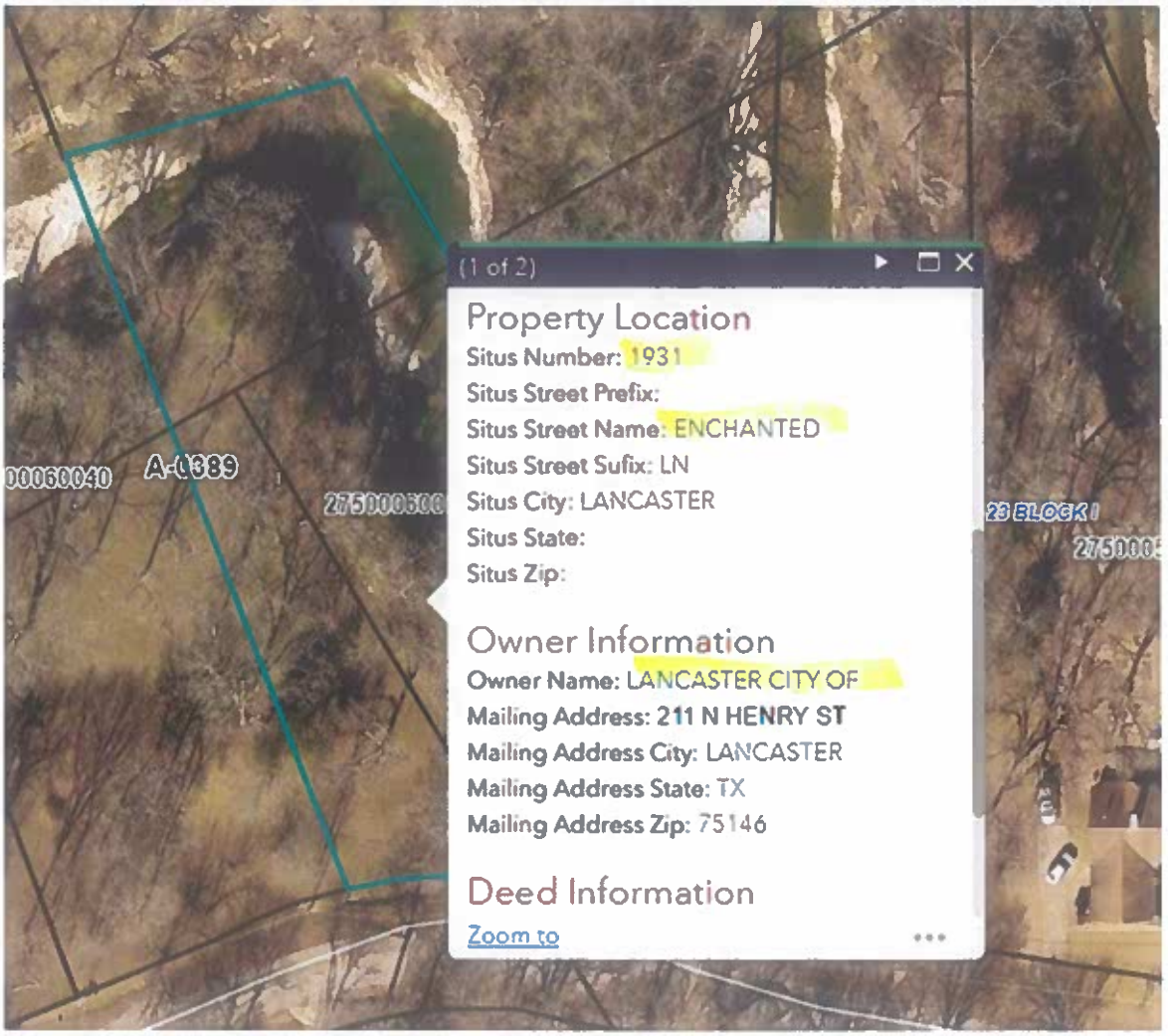

00090120
27500090130
27500090150
BLOCK
(1 of 2)
Property Location
Situs Number: 1801
Situs Street Prefix:
Situs Street Name: ENCHANTED
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: 211 N HENRY ST
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to


(1 of 2)
Property Location
Situs Number: 1807
Situs Street Prefix:
Situs Street Name: ENCHANTED
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: 211 N HENRY ST
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
27500050100
27500050090
Enchanted Ln


(1 of 2)
Property Location
Situs Number: 1813
Situs Street Prefix:
Situs Street Name: ENCHANTED
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: 211 N HENRY ST
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
275000050090
275000050070
7500050110
Enchanted Ln


27500090030
27500090040
27500050010
(1 of 2)
Property Location
Situs Number: 1925
Situs Street Prefix:
Situs Street Name: ENCHANTED
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to


27500090010
27500060040
Enchanted Ln
(1 of 2)
Property Location
Situs Number: 2001
Situs Street Prefix:
Situs Street Name: ENCHANTED
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to


(1 of 2)
Property Location
Situs Number: 1931
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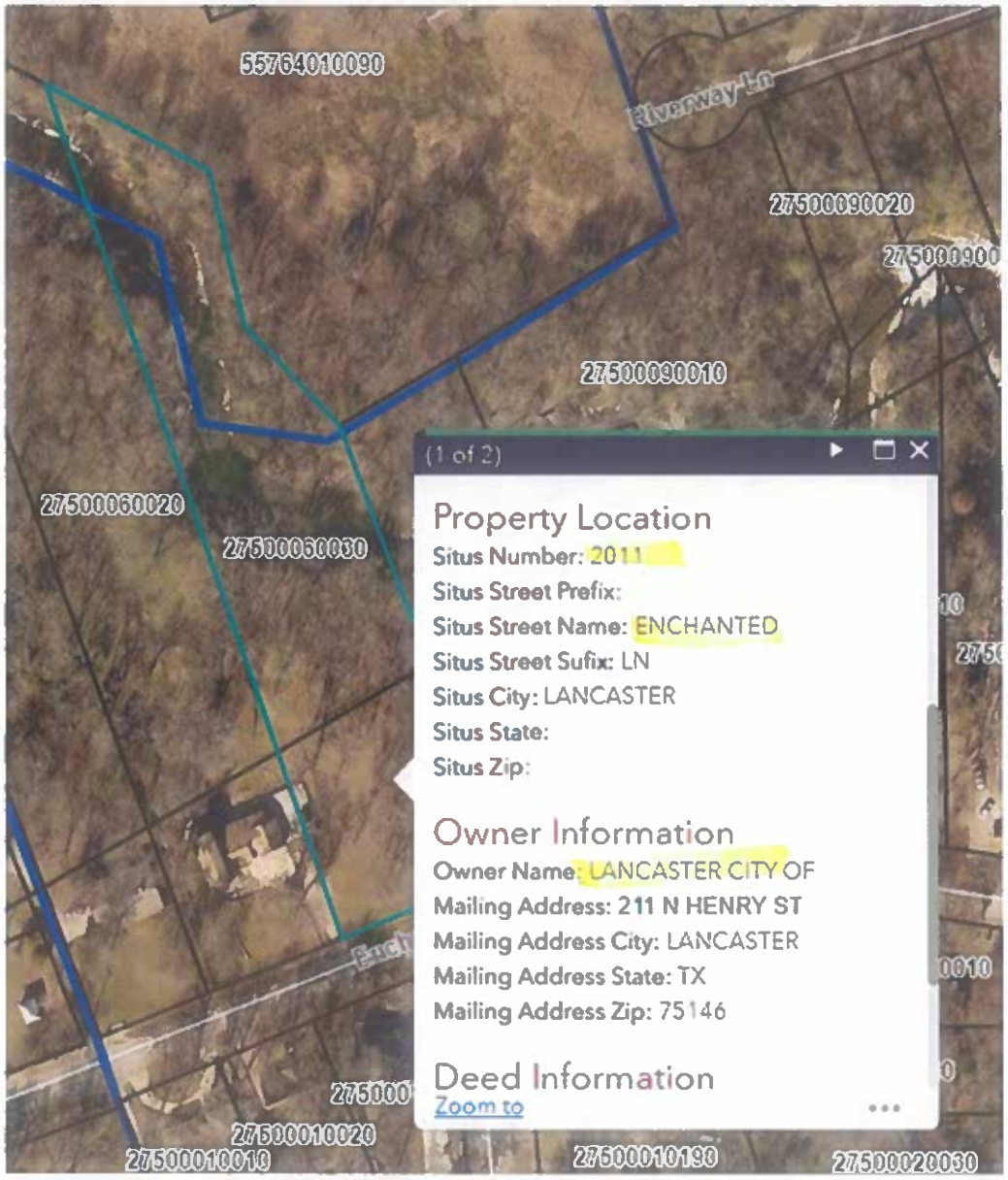
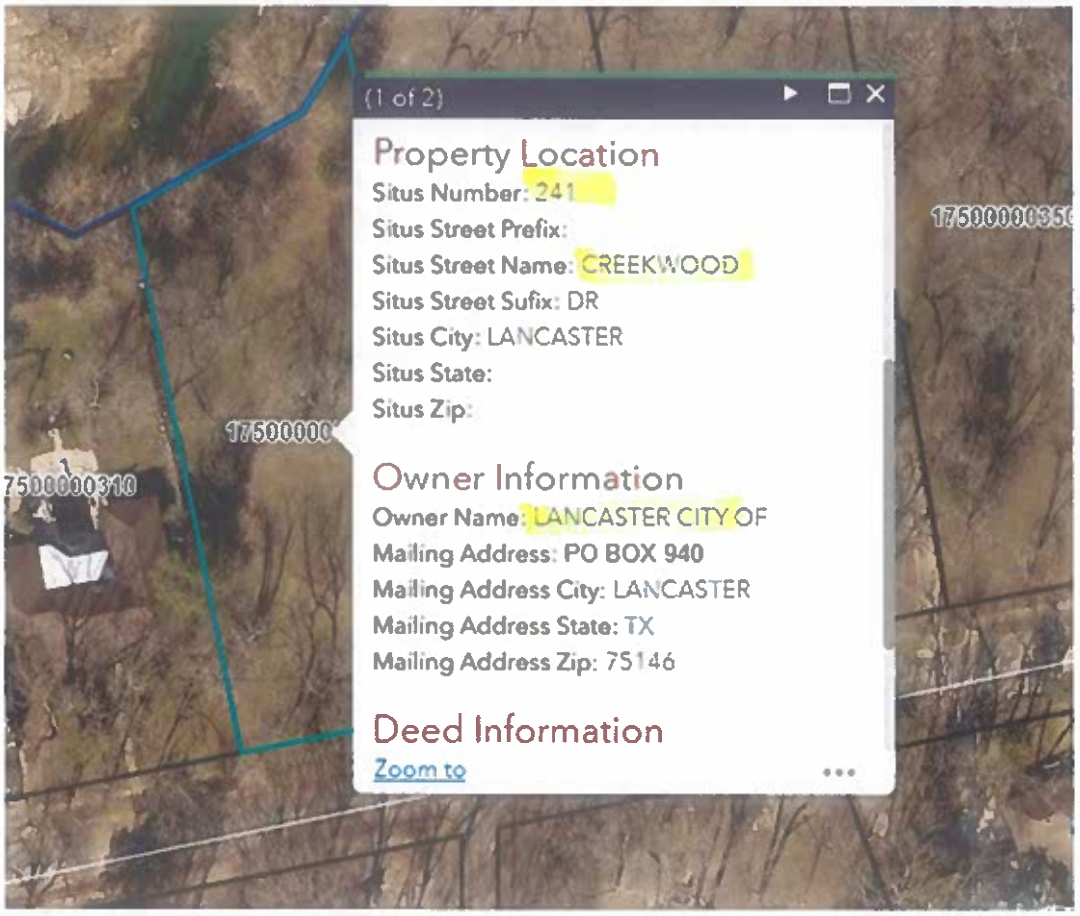
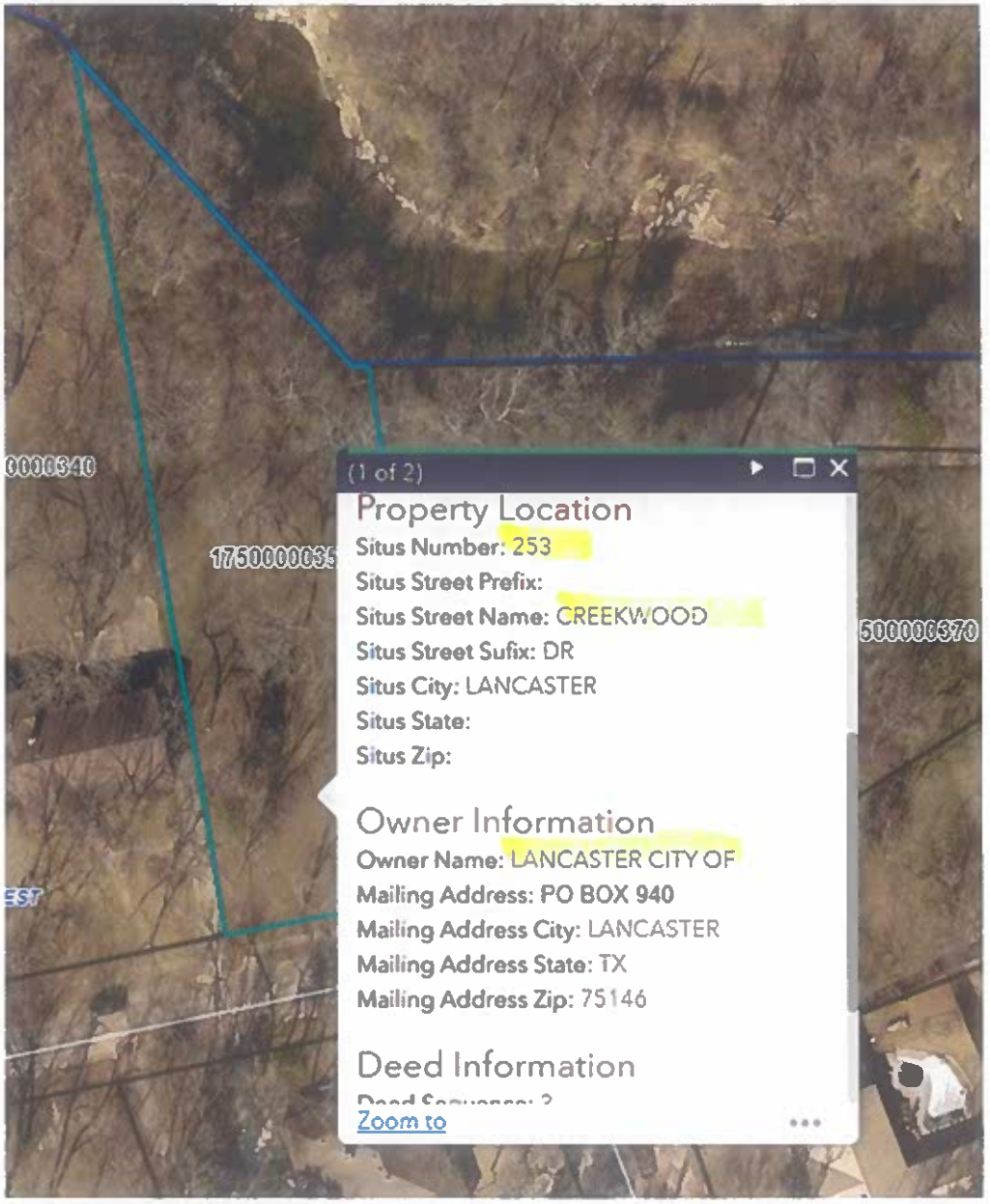
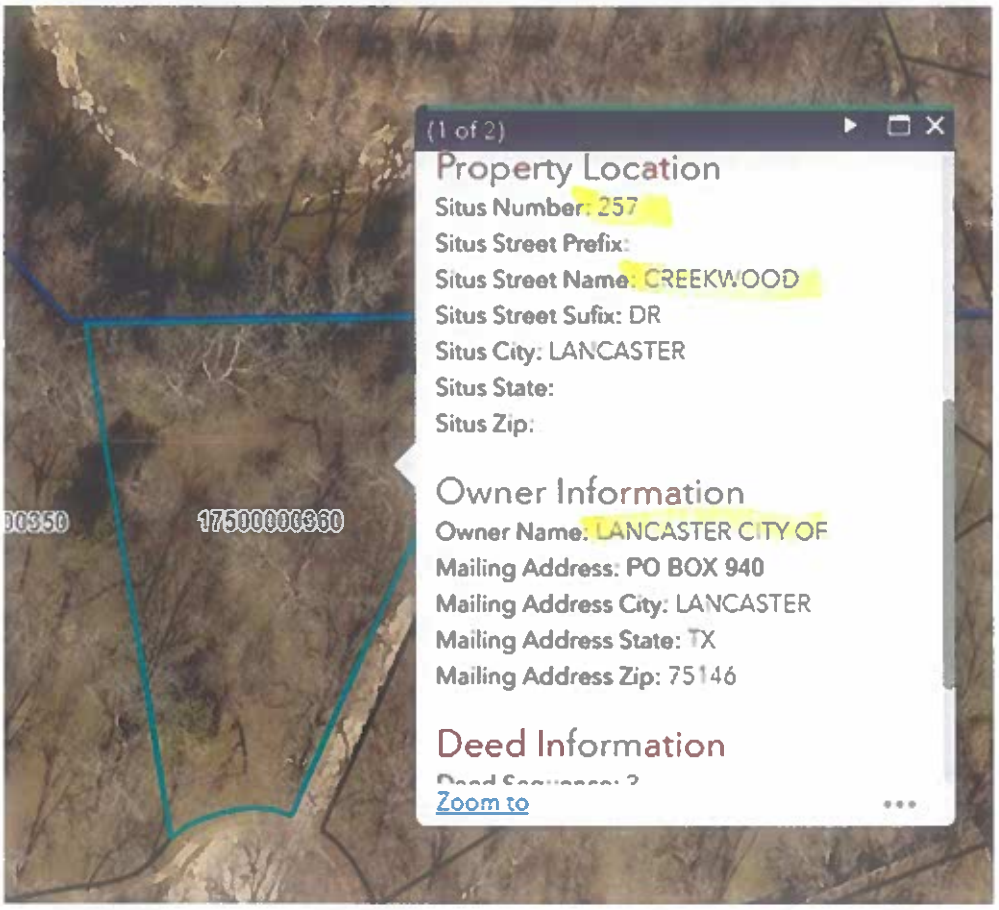
Situs Street Name: ENCHANTED
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: 211 N HENRY ST
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
A-0389
23 BLOCK I


55764010090
Elverway Ln
27500090020
27500090010
27500060020
27500060030
(1 of 2)
Property Location
Situs Number: 2011
Situs Street Prefix:
Situs Street Name: ENCHANTED
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: 211 N HENRY ST
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
27500010020
27500010010
27500010190
27500020030

82500010010
SOUTHWOOD ESTATES
86600020010
LEAGUE ESTATE
86600020010
Southwood Dr
W Main St
(1 of 2)
Property Location
Situs Number: 101
Situs Street Prefix:
Situs Street Name: SOUTHWOOD
Situs Street Sufix: DR
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to


(1 of 2)
Property Location
Situs Number: 241
Situs Street Prefix:
Situs Street Name: CREEKWOOD
Situs Street Sufix: DR
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to


0000340
1750000035
500000370
EST
(1 of 2)
Property Location
Situs Number: 253
Situs Street Prefix:
Situs Street Name: CREEKWOOD
Situs Street Sufix: DR
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to


(1 of 2)
Property Location
Situs Number: 257
Situs Street Prefix:
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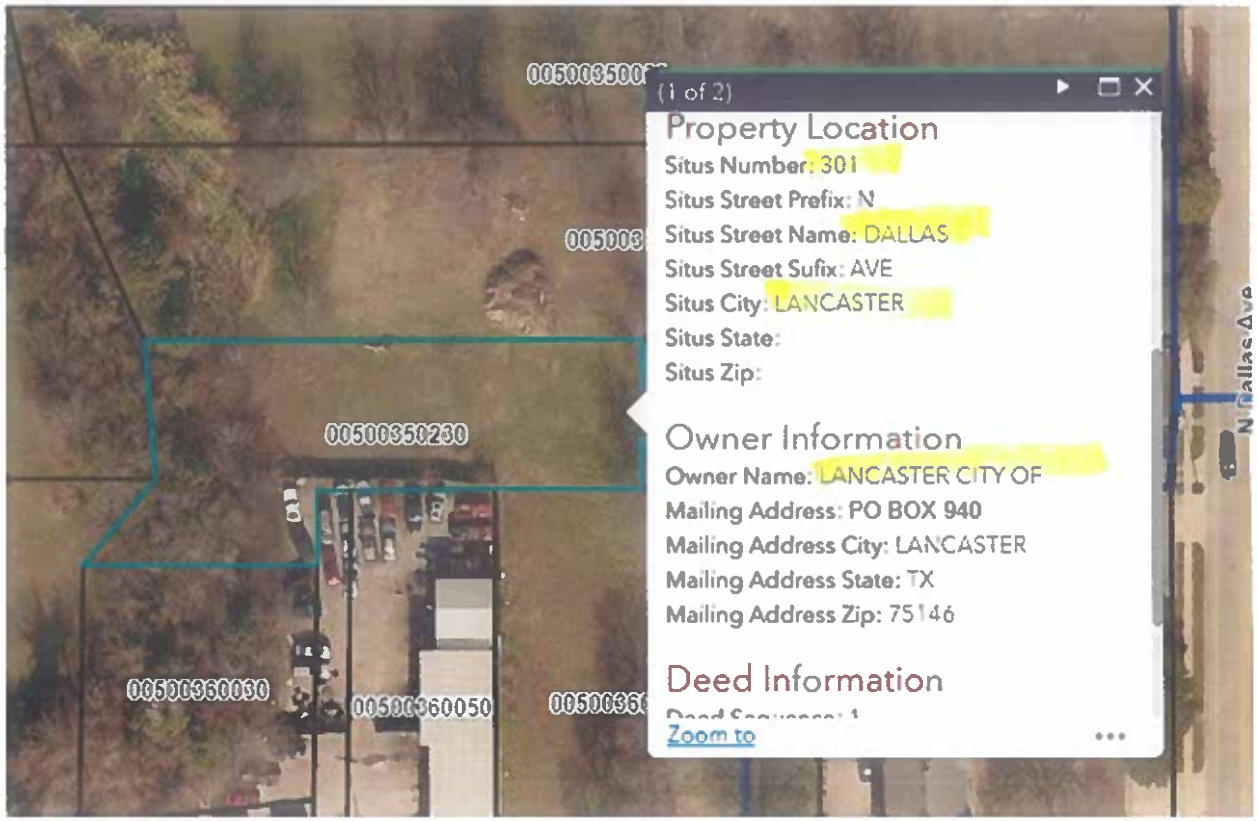
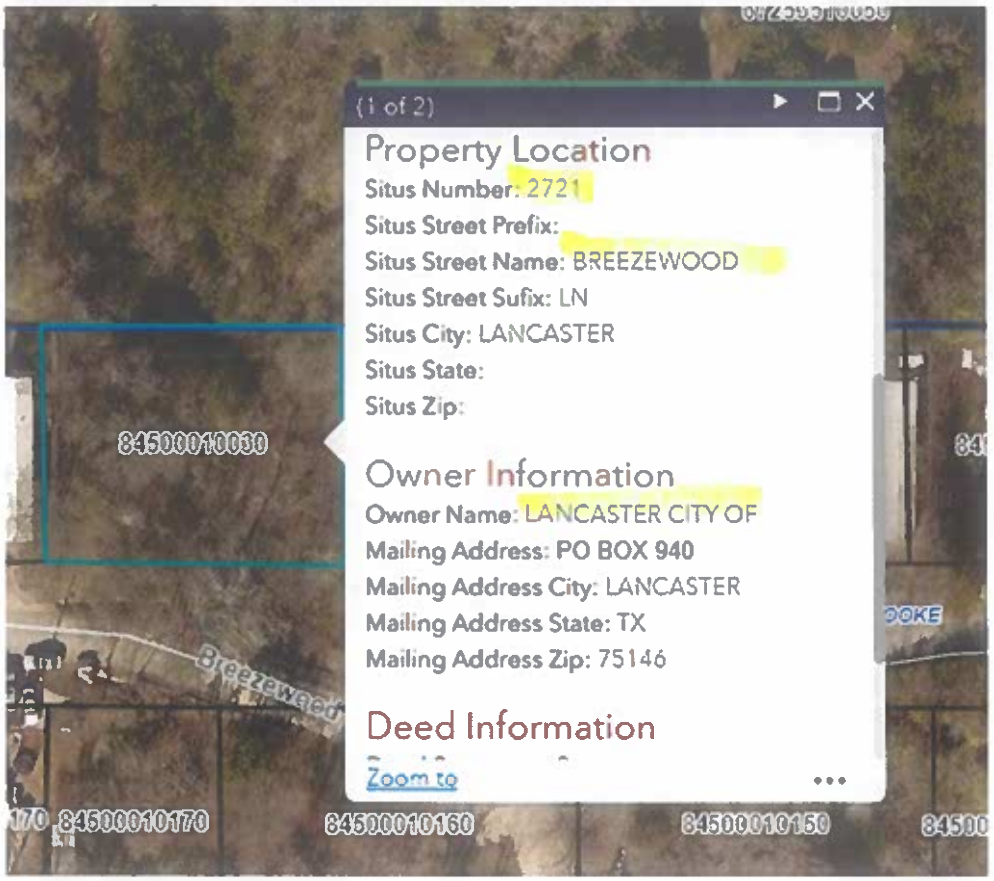
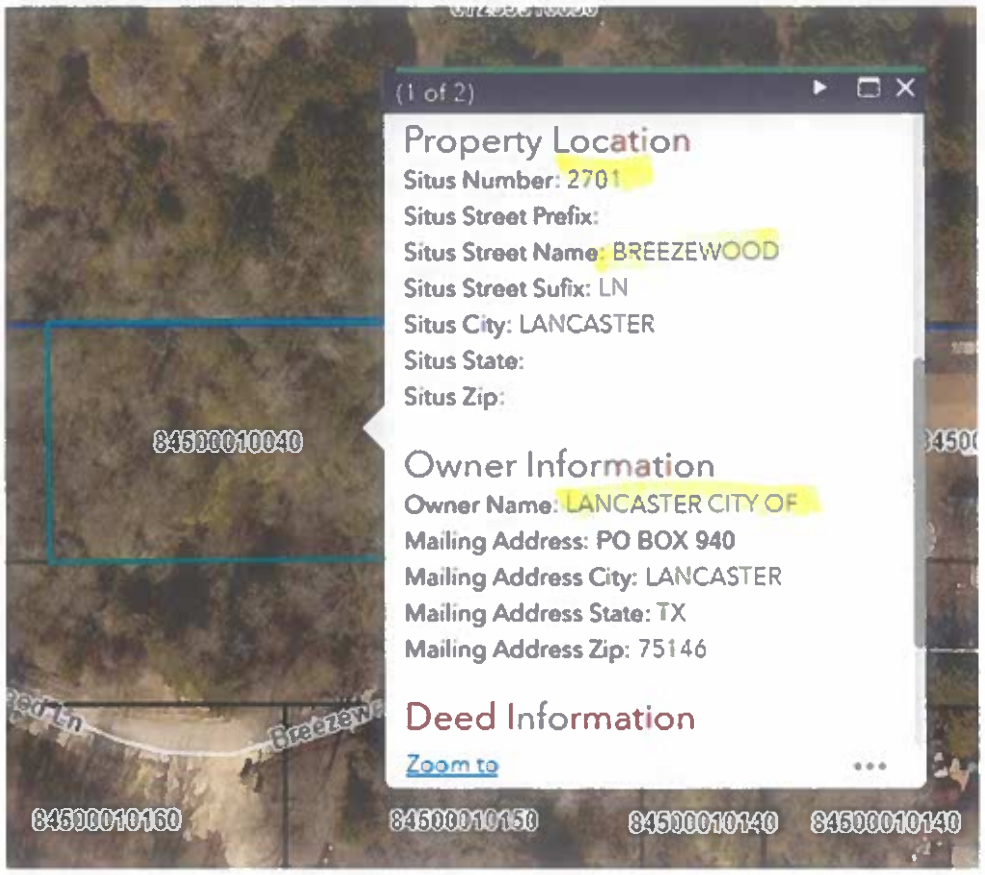
Situs Street Sufix: DR
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
175000000360


(1 of 2)
Property Location
Situs Number: 301
Situs Street Prefix: N
Situs Street Name: DALLAS
Situs Street Sufix: AVE
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
00500350230
00500360030
00500360050
N Dallas Ave


(1 of 2)
Property Location
Situs Number: 2721
Situs Street Prefix:
Situs Street Name: BREEZEWOOD
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
84500010030
Breezewood
84500010170
84500010160
84500010150


(1 of 2)
Property Location
Situs Number: 2701
Situs Street Prefix:
Situs Street Name: BREEZEWOOD
Situs Street Sufix: LN
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
84500010040
84500010160
84500010150
84500010140
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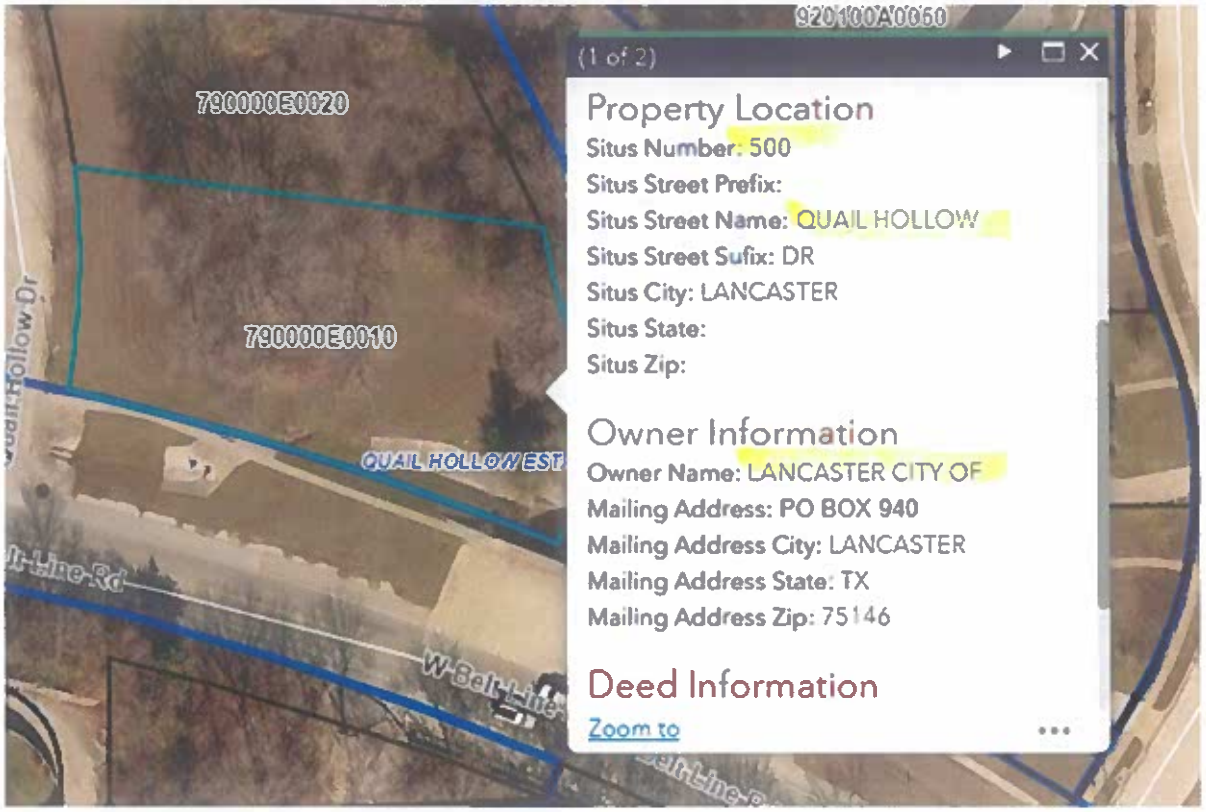
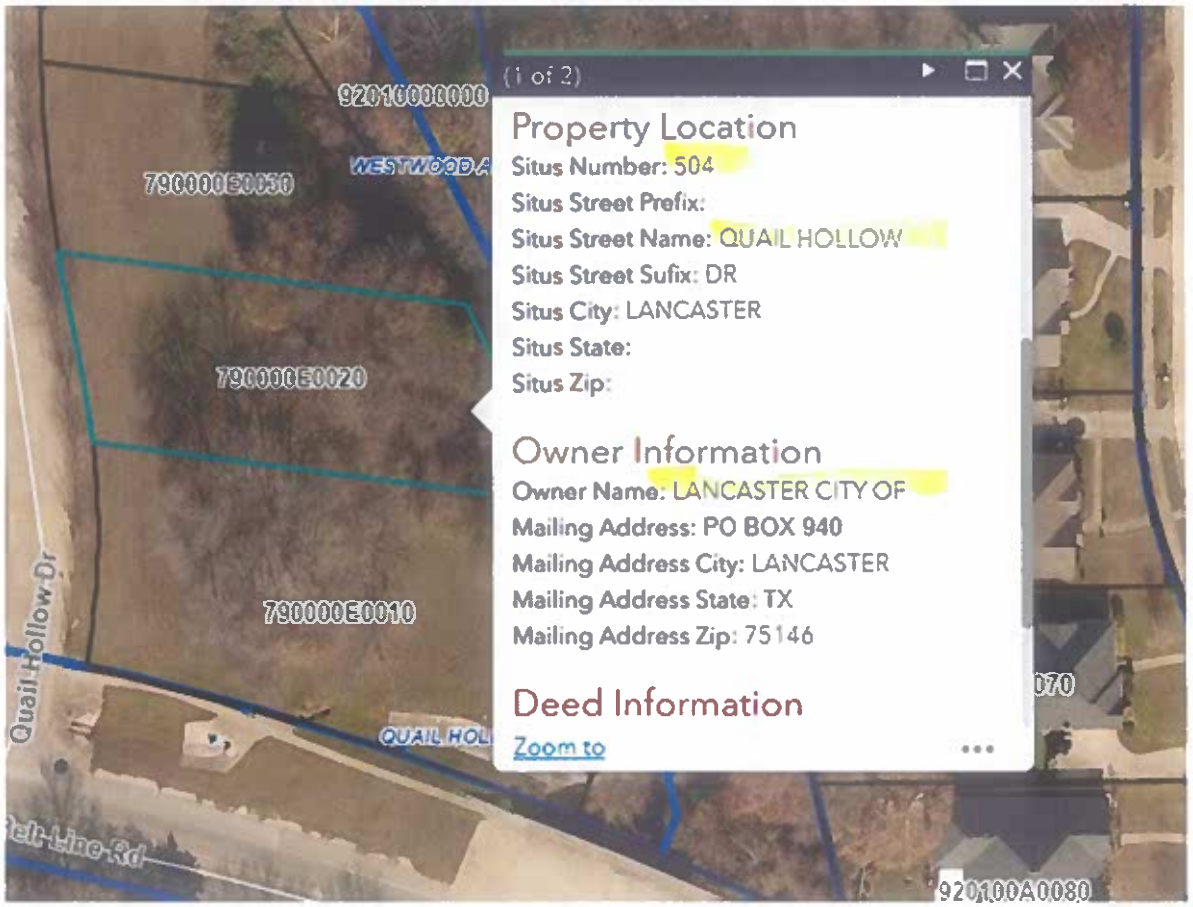
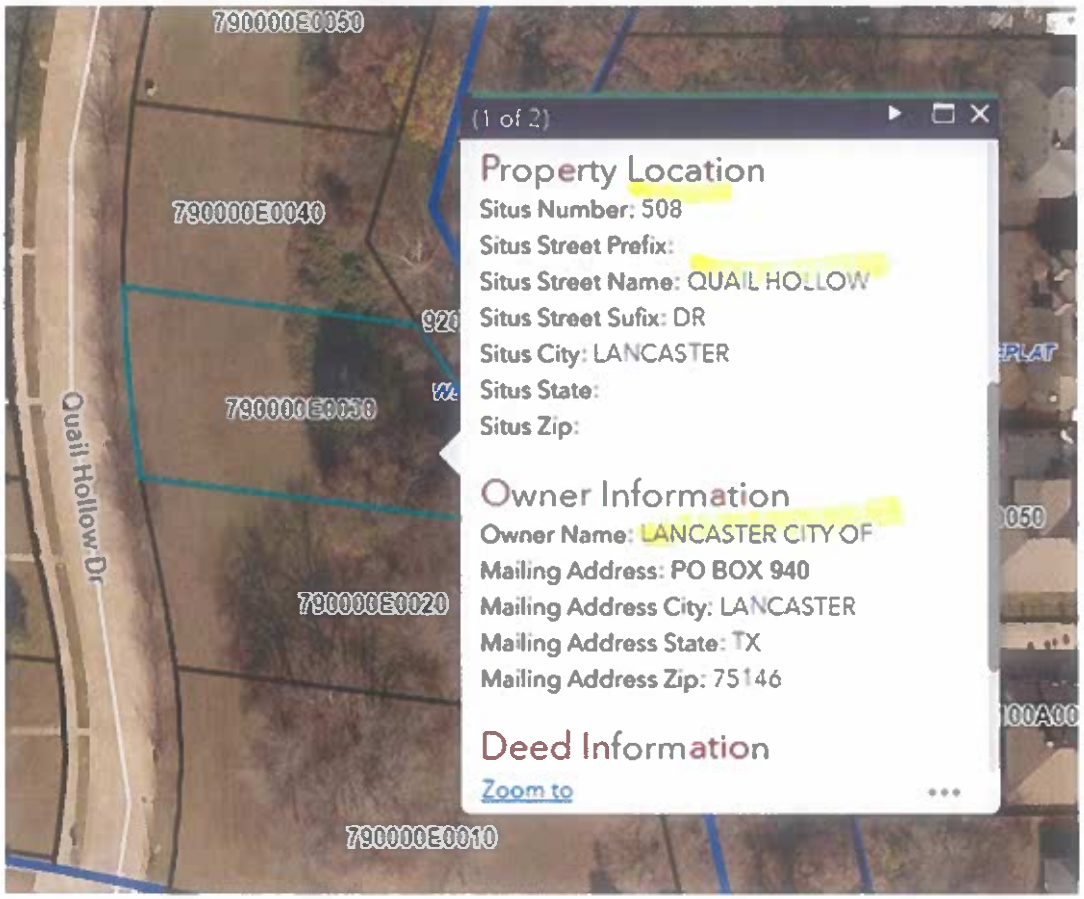

920100A0060
(1 of 2)
790000E0020
790000E0010
QUAIL HOLLOW EST
W Belt Line Rd
Property Location
Situs Number: 500
Situs Street Prefix:
Situs Street Name: QUAIL HOLLOW
Situs Street Sufix: DR
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to


(1 of 2)
Property Location
Situs Number: 504
Situs Street Prefix:
Situs Street Name: QUAIL HOLLOW
Situs Street Sufix: DR
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
790000E0030
790000E0020
790000E0010
Quail Hollow Dr
920100A0080


790000E0050
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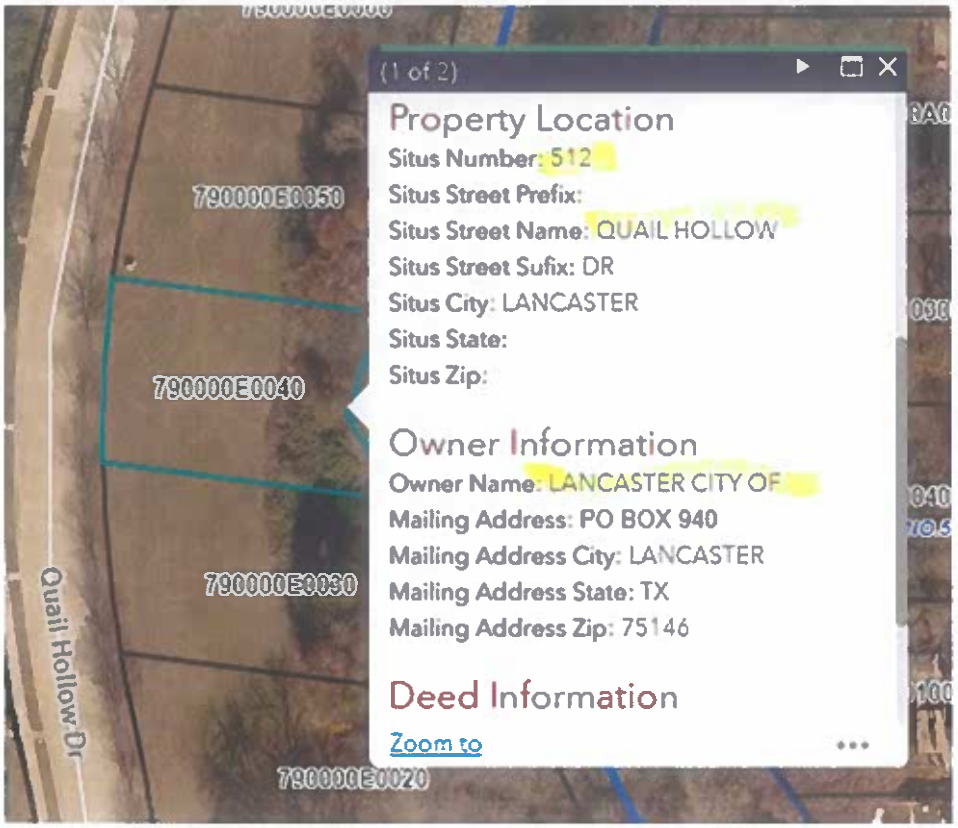
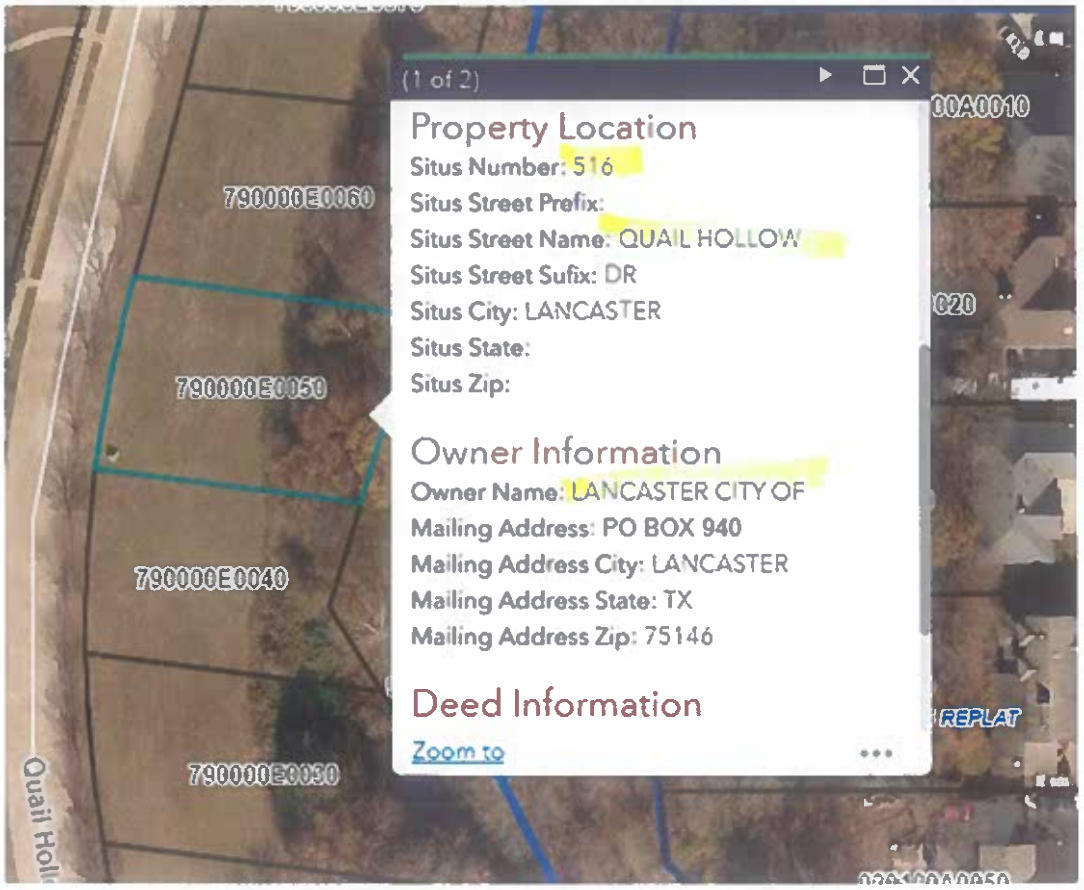
790000E0010
Quail Hollow Dr
(1 of 2)
Property Location
Situs Number: 508
Situs Street Prefix:
Situs Street Name: QUAIL HOLLOW
Situs Street Sufix: DR
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to


(1 of 2)
Property Location
Situs Number: 512
Situs Street Prefix:
Situs Street Name: QUAIL HOLLOW
Situs Street Sufix: DR
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
790000E0050
790000E0040
790000E0030
790000E0020
Quail Hollow Dr


(1 of 2)
Property Location
Situs Number: 516
Situs Street Prefix:
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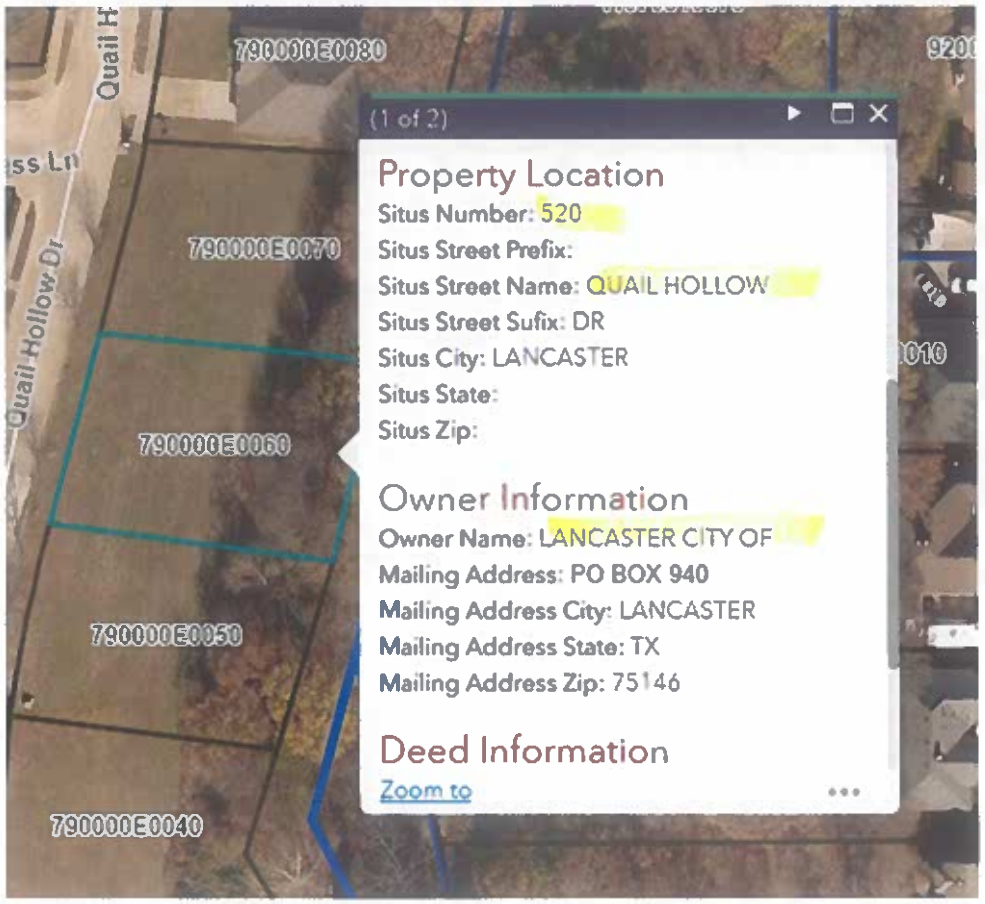
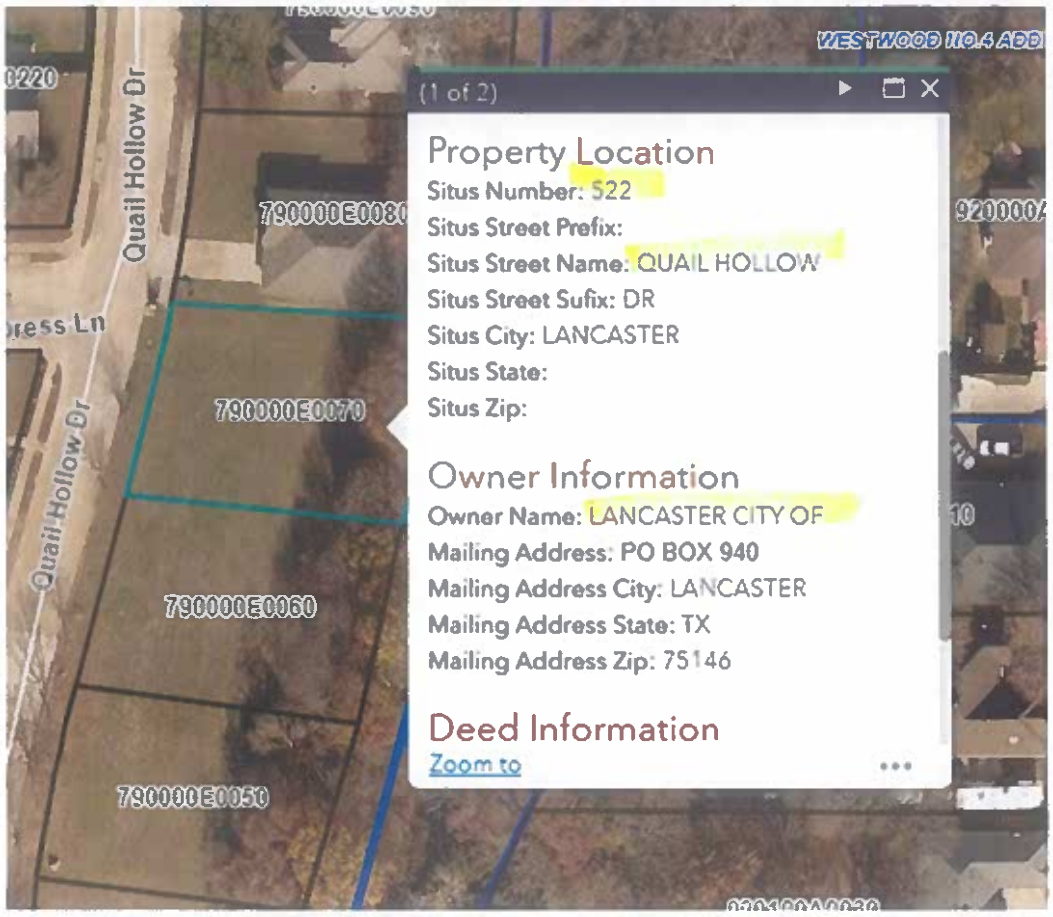
Situs Street Sufix: DR
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
790000E0060
790000E0050
790000E0040
790000E0030
00A0010
020
REPLAT
Quail Holl


790000E0080
790000E0070
790000E0060
790000E0050
790000E0040
Quail Hollow Dr
(1 of 2)
Property Location
Situs Number: 520
Situs Street Prefix:
Situs Street Name: QUAIL HOLLOW
Situs Street Sufix: DR
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to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Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
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Zoom to
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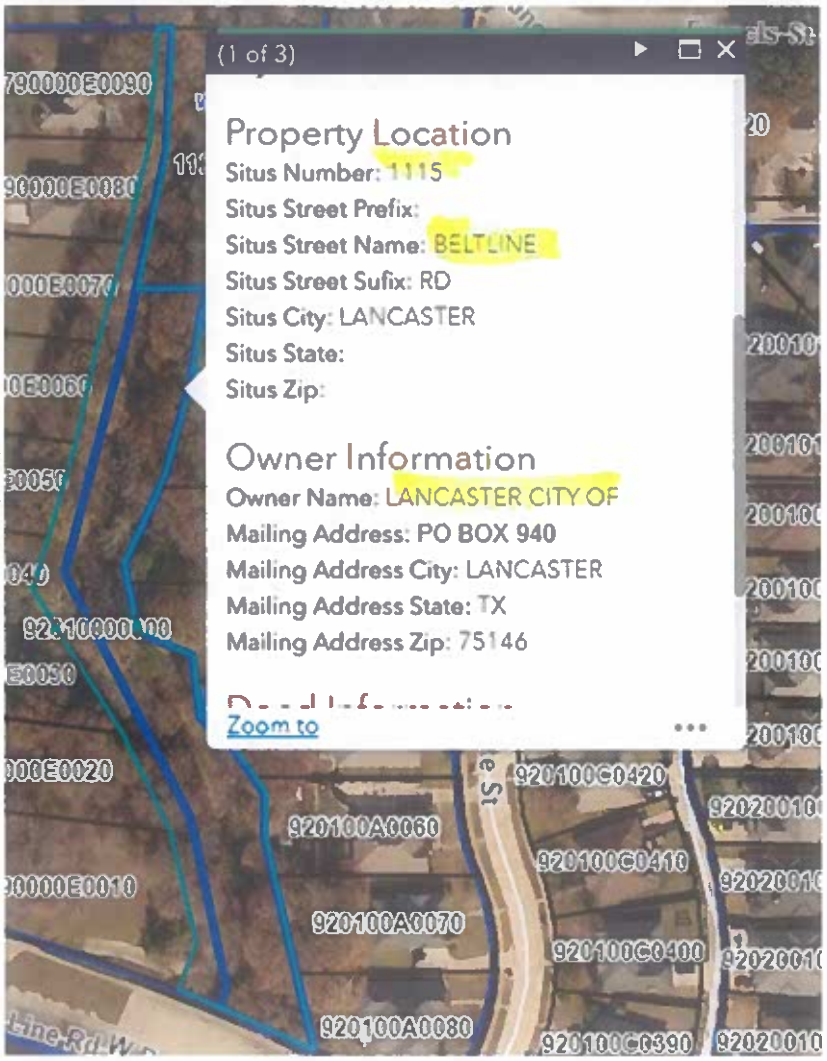
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Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
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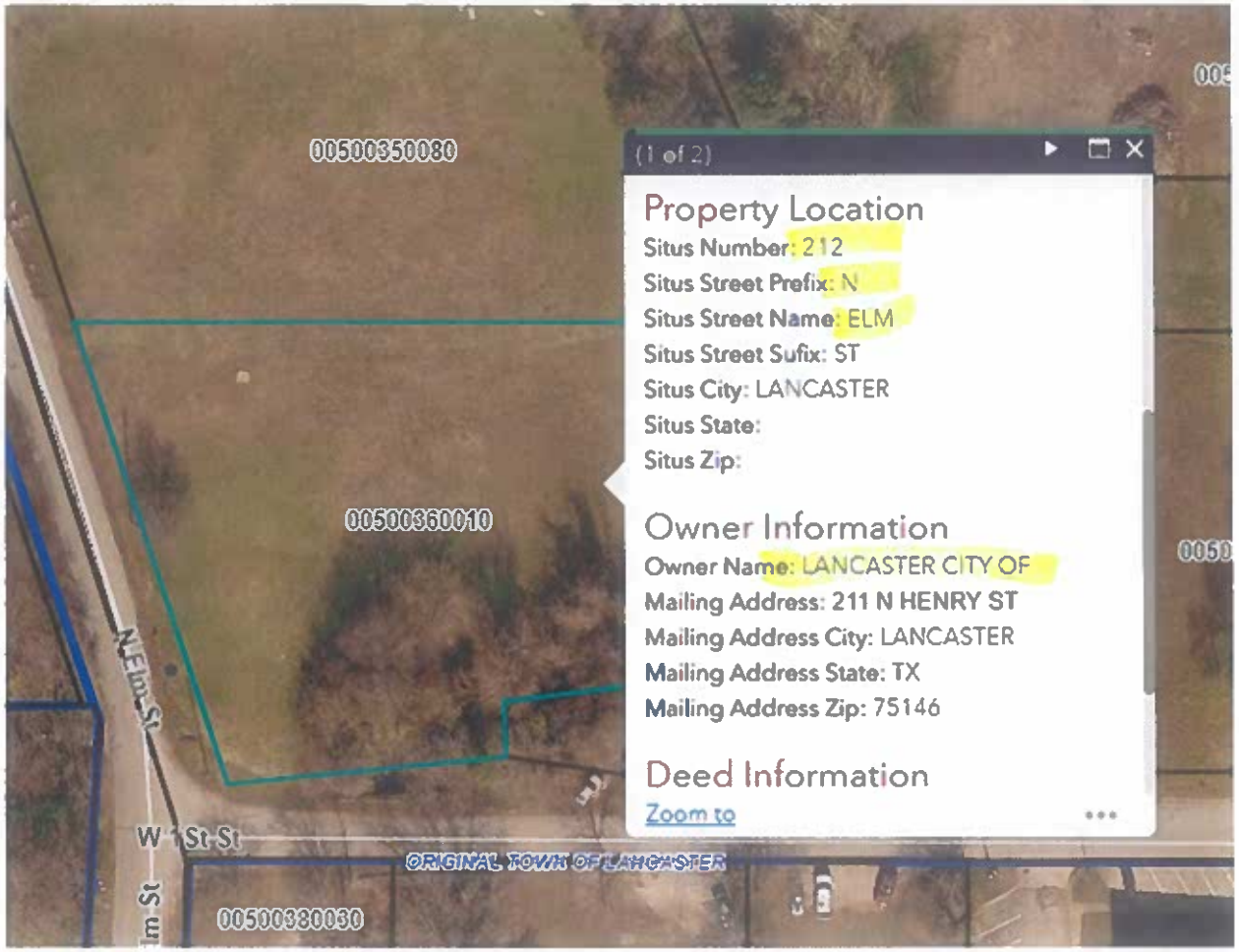
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W 1 St St
ORIGINAL TOWN OF LANCASTER
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Situs State:
Situs Zip:
Owner Information
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Mailing Address City: LANCASTER
Mailing Address State: TX
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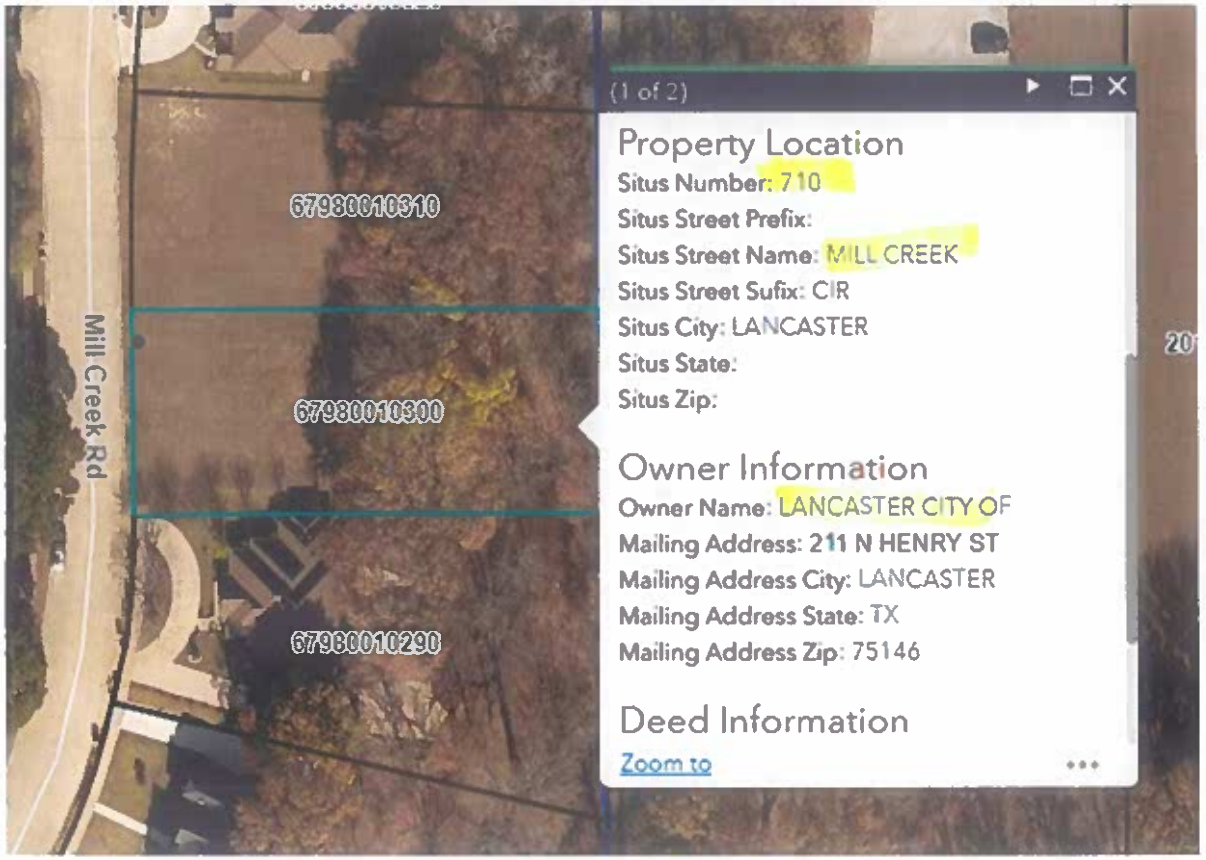
Deed Information
Zoom to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Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: 211 N HENRY ST
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to

W Main St
S Elm St
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(1 of 2)
Property Location
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Situs City: LANCASTER
Situs State:
Situs Zip:
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Deed Information
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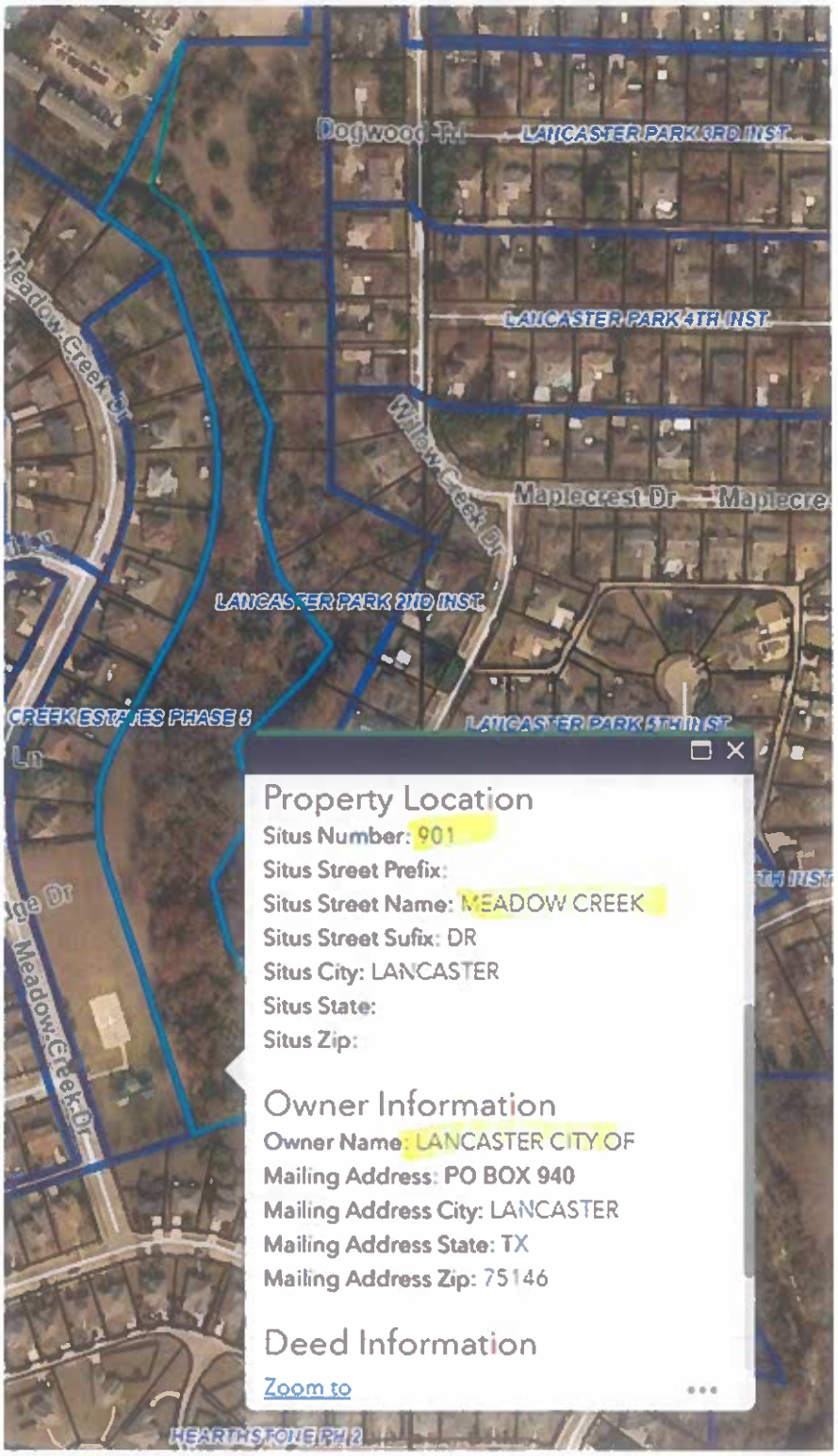
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Meadow Creek Dr
Willow Creek Dr
Maplecrest Dr
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CREEK ESTATES PHASE 5
LANCASTER PARK 5TH INST
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Situs Zip:
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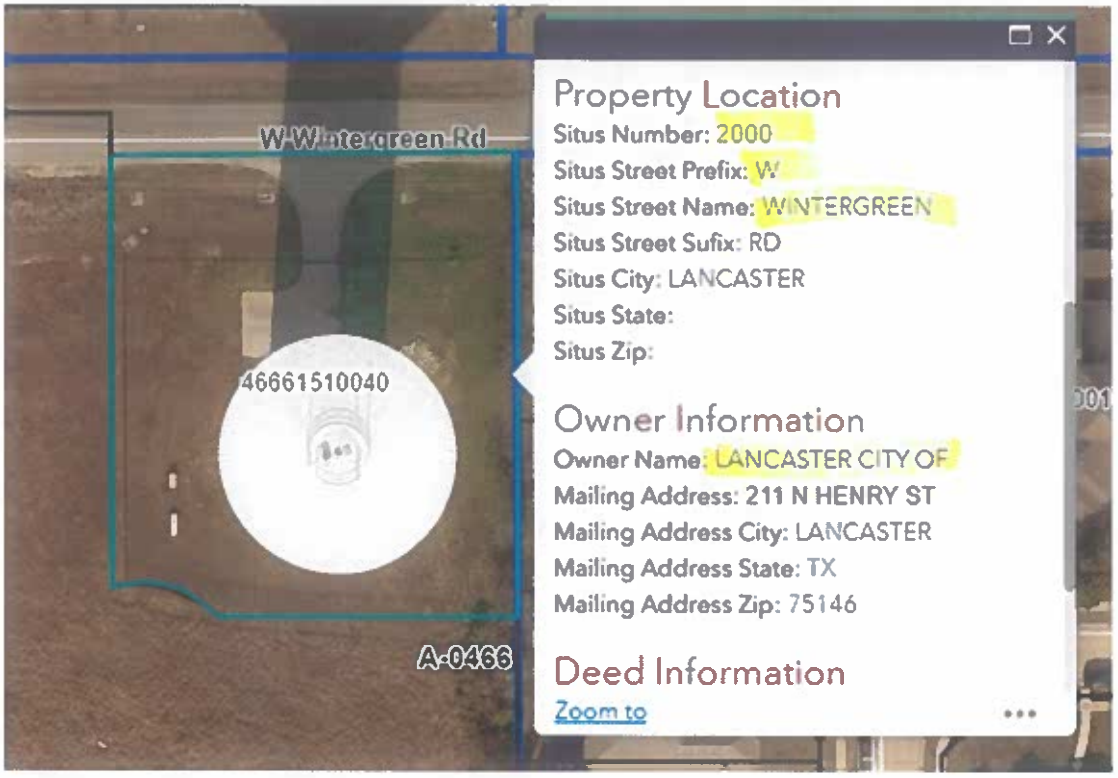
Deed Information
Zoom to
HEARTHSTONE PH 2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Situs Zip:
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Mailing Address State: TX
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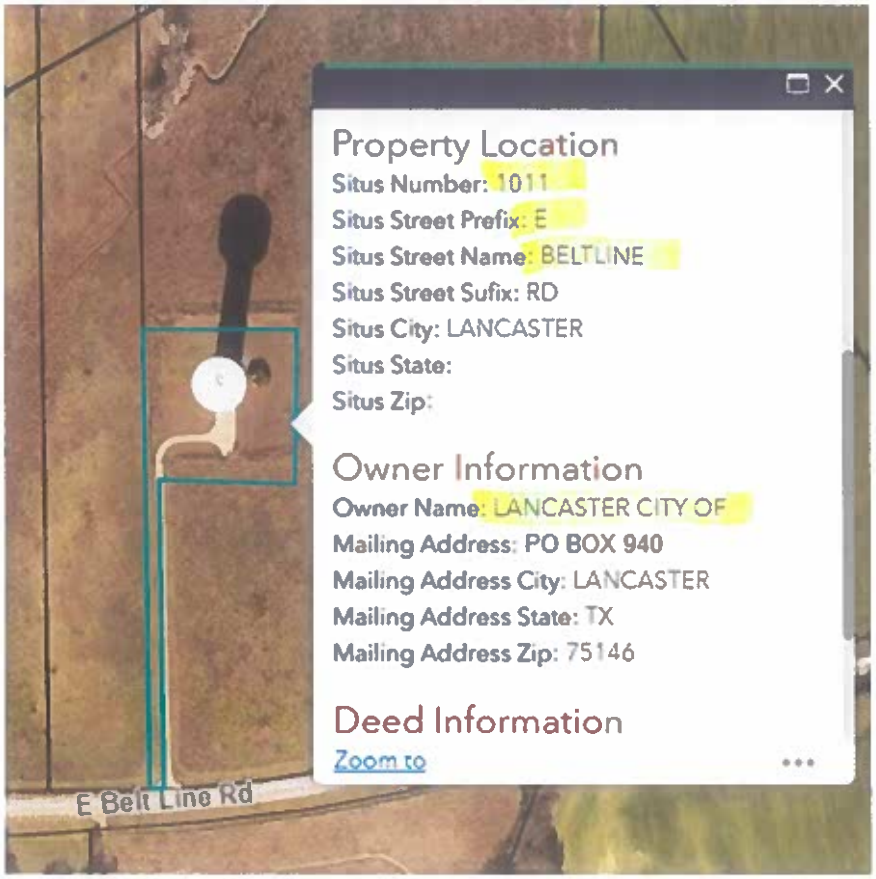
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Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
E Belt Line Rd

87423510030
Jefferson St.
Parcels: LANCASTER CITY OF
Property Information
Property ID: 650874235100301 00
Legal Acreage:
GEO ID: 650874235100301 00
Legal Description: M M MILLER ABST 874 PG 235 TR 3.1 ACS 13.8790
Tract or Lot:
Abstract Subdivision Code:
Block:
Neighborhood Code:
School District: LANCASTER
City Limits: LANCASTER
Property Location
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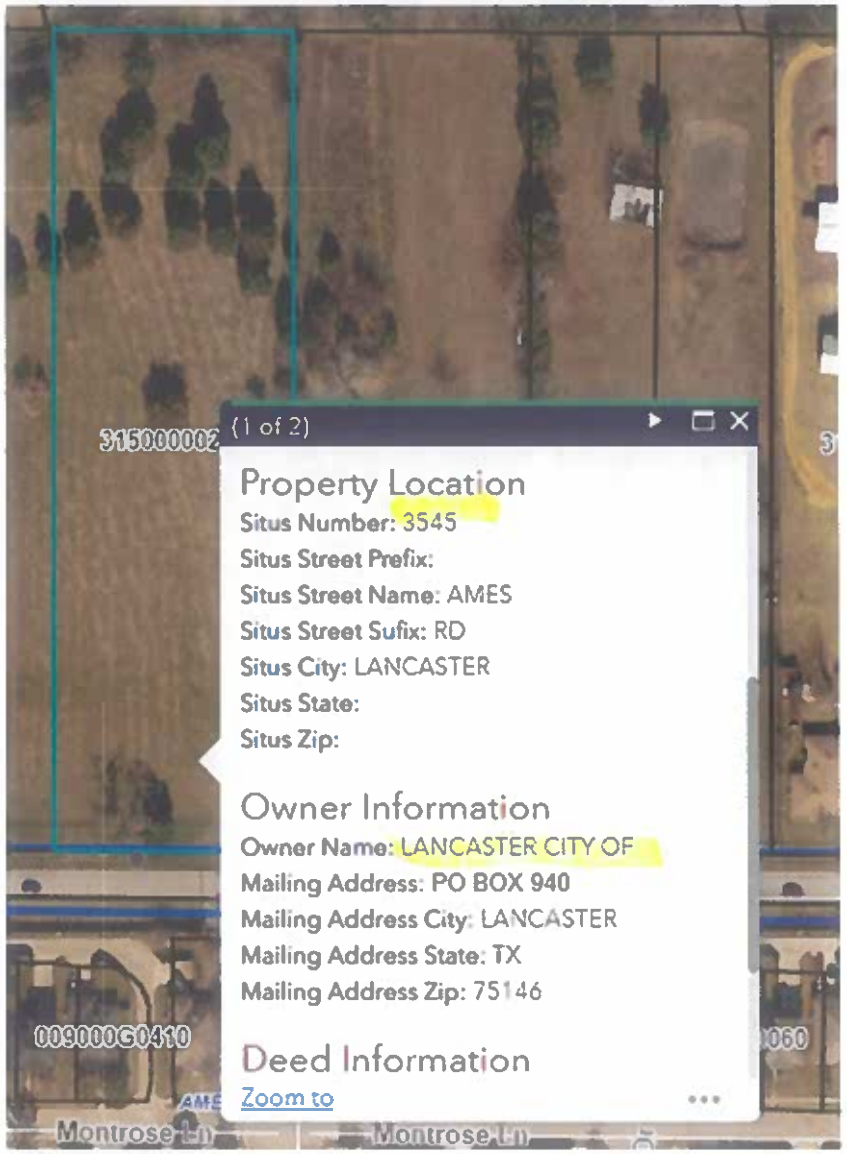
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(1 of 2)
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Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
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Mailing Address State: TX
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Deed Information
Zoom to
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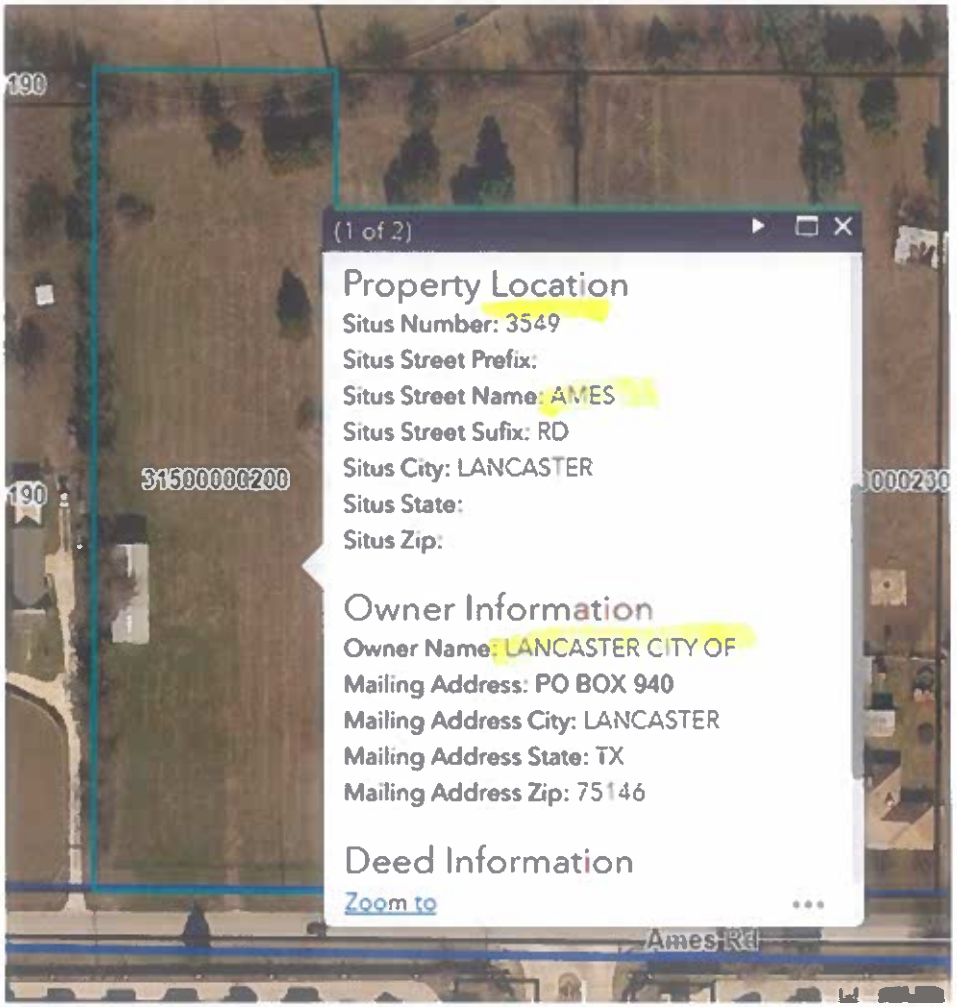
Montrose Ln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Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to

Property Location
Situs Number: 2415
Situs Street Prefix:
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Situs Street Sufix: RD
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
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Deed Information
Zoom to
735000
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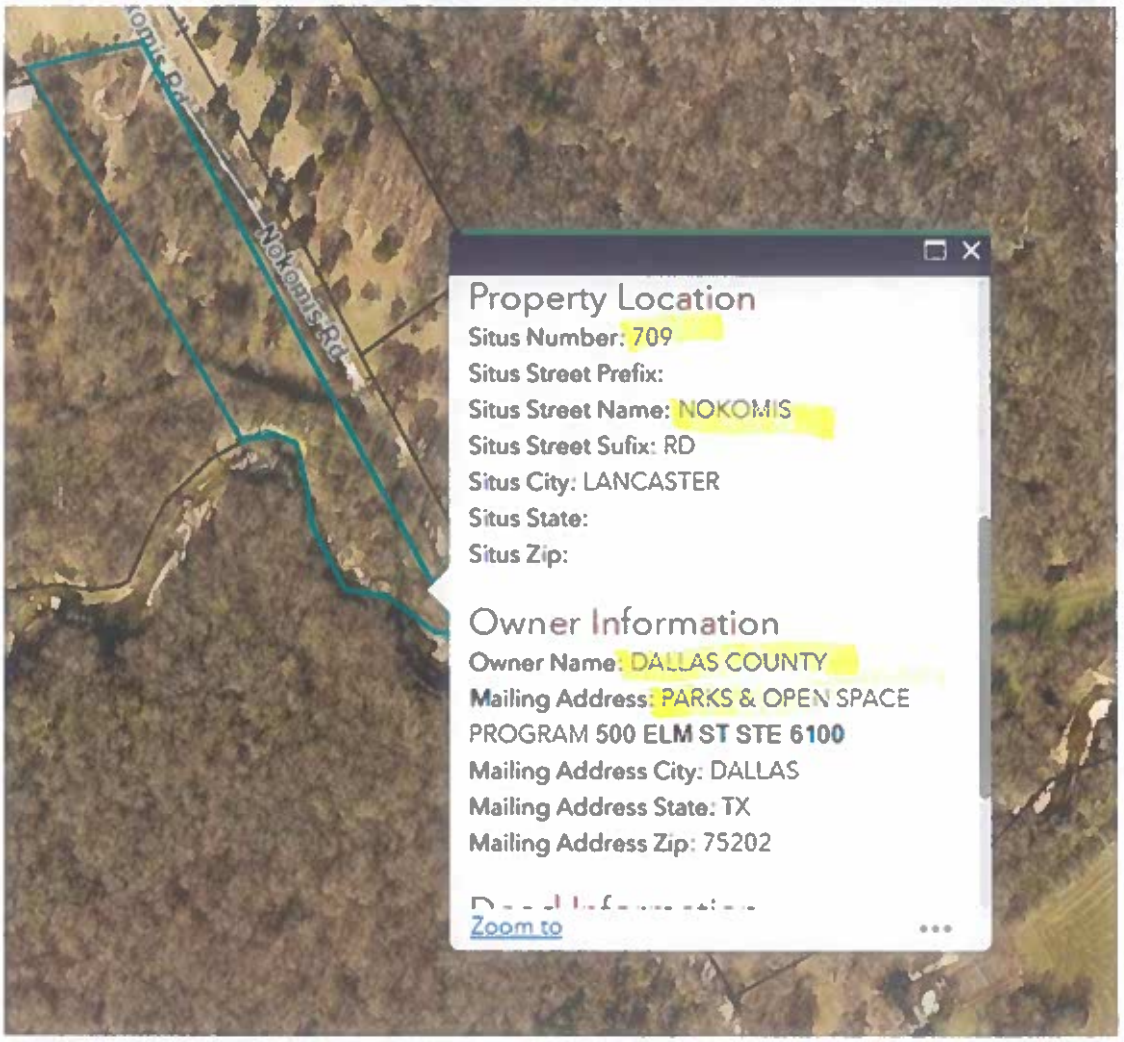
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Situs State:
Situs Zip:
Owner Information
Owner Name: DALLAS COUNTY
Mailing Address: PARKS & OPEN SPACE PROGRAM 500 ELM ST STE 6100
Mailing Address City: DALLAS
Mailing Address State: TX
Mailing Address Zip: 75202
Zoom to

Nokomis Rd
Nokomis Rd
Nokomis Rd
Nokomis Rd
Property Location
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Mailing Address: PARKS & OPEN SPACE
PROGRAM 500 ELM ST STE 6100
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Zoom to

(1 of 2)
Property Location
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Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
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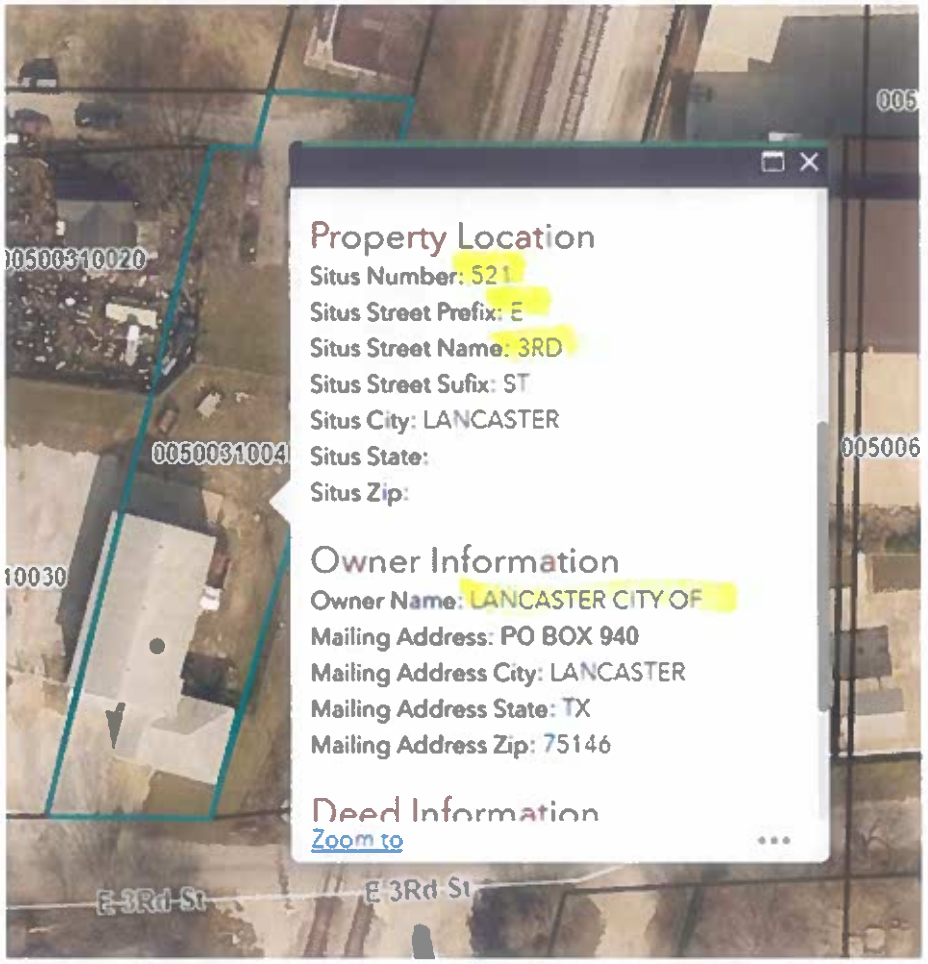
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Owner Information
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Mailing Address: PO BOX 940
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E 3Rd St
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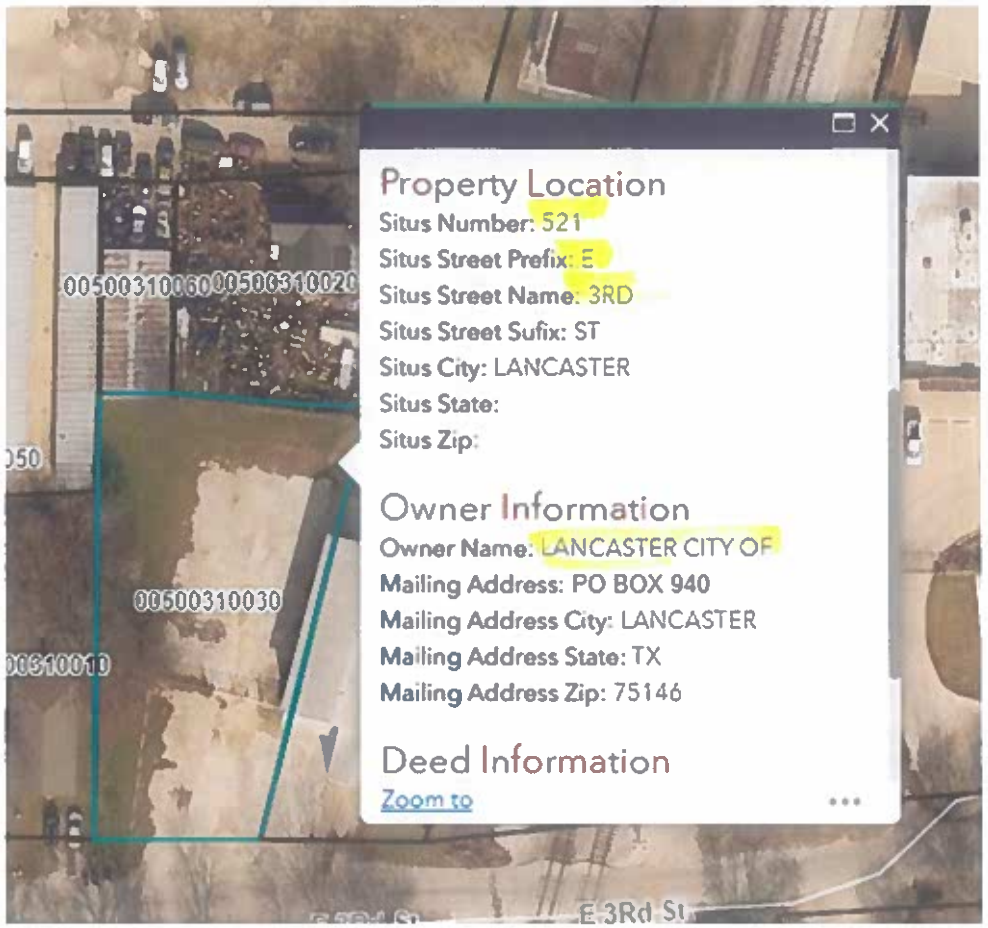
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Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
00500310060
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E 3Rd St

23500000140
23500000160
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Property Location
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Situs Street Sufix: ST
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Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: PO BOX 940
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to

(1 of 2)
Property Location
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Situs Street Sufix: BLVD
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF ET AL
Mailing Address: PO BOX 940
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Mailing Address State: TX
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Deed Information
Zoom to
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Property Location
Situs Number: 739
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Situs Street Suffix: RD
Situs City: LANCASTER
Situs State:
Situs Zip:
Owner Information
Owner Name: LANCASTER CITY OF
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Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to
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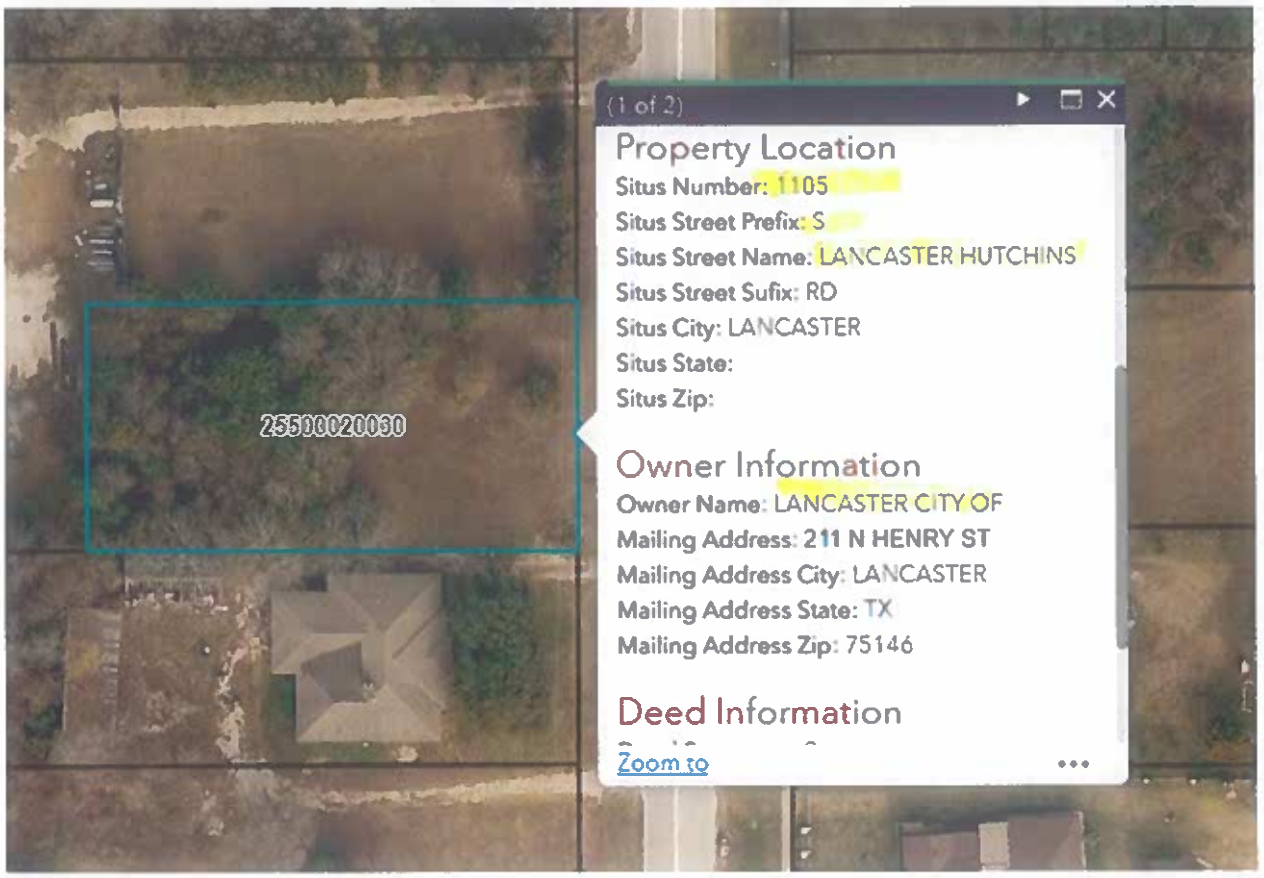
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Situs State:
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Owner Information
Owner Name: LANCASTER CITY OF
Mailing Address: 211 N HENRY ST
Mailing Address City: LANCASTER
Mailing Address State: TX
Mailing Address Zip: 75146
Deed Information
Zoom to

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **4.**

Meeting Date: 03/27/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Vicki Coleman, Director of Development Services

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Agenda Caption:

M23-5 Conduct a public hearing and consider an ordinance granting several special exceptions to the Mills Branch Overlay District on a property located at 1360 West Belt Line Road. The property is 0.76 of an acre, and is known as Lot 3, Block 0, of the Mills Branch Village Center Addition, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located on the south side of West Belt Line Road and east of North Bluegrove Road and is 0.76 acre in size.

2. **Current Zoning:** The subject property is currently zoned Mills Branch Overlay District - Village Center Subdistrict.

3. **Adjacent Properties:**
   North: Planned Development Mills Branch Overlay, SUP for Intermediate School (Elementary School)
   South: Planned Development Mills Branch Overlay, Undeveloped land
   East: Planned Development Mills Branch Overlay, Undeveloped land
   West: Planned Development Mills Branch Overlay, Walmart

4. **Comprehensive Plan Compatibility**: The Future Land Use Plan of the Comprehensive Plan designates this site as Surburban Neighborhood. The proposed retail/restaurant use is inconsistent with the Future Land Use Plan of the Comprehensive Plan. However, the use is allowed in the Planned Development/Mills Branch Overlay by right.

5. **Case History:**

DATE	BODY	ACTION
9/18/03	P&Z	Recommended Approval of Planned Development
9/18/03	P&Z	Recommended Approval of Mills Branch Overlay District
10/13/03	CC	Approved Mills Branch Overlay District
11/10/03	CC	Approved Planned Development (PD)
04/10/15	P&Z	Approved Final Plat

Operational Considerations:

Starbucks is a retail coffee chain seeking to locate along Belt Line Road within the Mills Branch Overlay district. The Mills Branch Overlay district seeks to promote traditional, street-oriented commercial development. The applicant is proposing a new 2,140 square feet retail/restaurant space and requesting exceptions as follows:

1. Parking Requirements

Per Section D. 4.a. parking, retail uses shall provide at least 4 spaces of parking per 1,000 square feet. The required parking is 9 spaces. The development proposes 28 spaces. The requested 28 parking spaces exceed 10 parking spaces, which is the minimum requirement plus 10% . Staff supports the request for the increased parking. The request is consistent with the way this retailer's customers commonly use the site for both seating and the drive-thru.

2. Architectural and Site Design Standards

Per Section F.1. c. mansard roofs and flat membrane-type roofs that are visible are prohibited.

Per Section F.1. d. for retail storefronts, a transom, display window area and bulkhead at the base shall be utilized.

The elevations propose a flat roof, and a transom and bulkhead at the base have not been provided.

3.Transparency

Per Section h.ii. in order to provide clear views of merchandise and to provide natural surveillance of exterior street spaces, the groundfloor along the retail storefront facade shall have transparent storefront windows covering no less than 50% of the facade area.

The facade window covering falls below the 50% percent requirement; 46% was provided on the entire building.The window coverings are consistent with a drive-thru restaurant use. The greatest reduction in window coverings occurs at the rear where there is limited to no visibility of the public rights-of-way and the side elevation with the drive-thru window.

Per Section j. ii. recessed windows or their techniques to distinguish the windows in the facade such as, arches, pediments, and mullion.

Per Section j. iii. entryways recessed at least four (4) feet.

Recessed windows or techniques to distinguish windows and entryways recessed at least four (4) feet have not been provided. While these architectural features create visual interest around entryways, Starbucks' building design incorporates a canopy along the front facade that includes color and building materials for this design element that complement the primary materials of the structure while also providing articulation to the entryway. The canopy also encourages outdoor seating. The proposed design will remain in harmony with the surrounding retail stores in the area.

The applicant is seeking an exception to the General Design Manual standards related to driveway spacing. Per Section 1-104(D)(2)(d) Allowable Spacing for Driveway Approaches, "On streets classified as Arterials, minimum spacing shall be at least five hundred (500’) feet. This spacing criteria shall be applied irrespective of the number of individual properties located within the intervening distance." The applicant is requesting to reduce the driveway spacing standard from 500 feet to 168.72 feet. The reduction of

driveway spacing on the subject property limits future development to the east, meeting the driveway spacing requirement. As a result, interparcel connectivity has been provided east and west internally from the subject site.

A Traffic Impact Analysis (TIA) was performed, and identified the need to widen Belt Line Road along the parcel's frontage, and noted the designation of a divided roadway on Belt Line Road. Belt Line Road is designated by the 2020 Master Thoroughfare Plan as a four-lane divided 120-feet rights-of-way. Currently, Belt Line Road in front of the proposed Starbucks is a one-lane in each direction. The applicant does not intend to construct another lane to make it a two-lane in front of their property as the MTP intends. In the future, when the City expands Belt Line Road to the four-lane divided roadway, the site will be limited to right in-right out access. Due to the 500 feet median opening requirement, the median opening will not be in front of the Starbucks' entrance. Staff recommends right-in/right-out access from the driveway as this is in line with the 2020 Master Thoroughfare Plan. This has not been provided.

The applicant has met the planting requirements for the rights-of-way. Due to the number of exceptions being requested, staff asked the applicant to provide enhancements in lieu of the exceptions. The applicant in turn provided enhanced landscaping with an additional tree in the rights-of-way, additional shrubs and parking lot landscaping. Pedestrians will also have connectivity from the tree-lined landscaped rights-of-way on pavers to the store front patio landscaping.

Based on the presented project, staff is recommending approval of all exceptions to the Mills Branch Overlay District. The exceptions include: 1) the parking increase; 2) elevation transparency; and 3) architectural and site design. As requested by staff, the applicant has enhanced the project through additional landscaping and is incorporating architectural elements that support the overlay district's vision. Additionally, staff is also recommending support of the reduced driveway spacing requirement of the General Design Manual. However, to address conflicting vehicle turns and reduced traffic mobility related to the reduced driveway spacing, staff recommends right-in right out access for the project. Limiting full access to the driveway would also be consistent with the designation of the road as a divided arterial. Staff does not support full driveway access for this project. To further minimize the impact of the driveway location and access, this project will connect to the existing Walmart site, as well as, provide access for future development on its eastern boundary.

Legal Considerations:

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

Public Information Considerations:

On March 14, 2023, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff mailed notifications of this public hearing to all property owners that are within 200-feet of the subject site, in addition to a sign being posted on the property. Staff has not received letters of support or opposition.

Options/Alternatives:

1. The City Council may approve the ordinance, as presented.
2. The City Council may approve the ordinance with changes and state those changes.
3. The City Council may deny the ordinance, as presented.

Recommendation:

Staff recommends approval as presented.

Attachments

Ordinance

Location Map

Site Plan
Landscape Plan LP1
Landscape Plan LP2
Elevations A2.1
Elevations A2.0
TIA

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS GRANTING SEVEN TOTAL EXCEPTIONS: SIX (6) EXCEPTIONS TO THE MILLS BRANCH OVERLAY REQUIREMENTS FOR THE FOLLOWING: (1) A MINIMUM PARKING EXCEPTION TO ALLOW FOR 28 PARKING SPACES: (2) AN EXCEPTION TO ALLOW FOR A FLAT ROOF; (3) AN EXCEPTION TO ALLOW FORTY-SIX (46%)TRANSPARENCY ON THE FRONT FACADE; (4) AN EXCEPTION TO OMIT A TRANSOM AND BULKHEAD AT THE BASE OF A RETAIL STROREFRONT; (5) AN EXCEPTION TO OMIT RECESSED WINDOWS OR TECHNIQUES TO DISTINGUISH THE WINDOWS IN THE FACADE;AND (6) AN EXCEPTION TO OMIT ENTRYWAYS THAT ARE RECESSED AT LEAST FOUR FEET; AND ONE (1) EXCEPTION TO THE CITY'S GENERAL DESIGN MANUAL TO REDUCE THE DRIVEWAY SPACING REQUIREMENT PER SECTION 1-104 (D) (2)(D) STREET SYSTEM OF THE GENERAL DESIGN MANUAL TO NOT LESS THAN 165 FEET; ALL EXCEPTIONS TO APPLY TO THE PROPERTY ADDRESSED AS 1360 WEST BELT LINE ROAD, LOCATED ON THE SOUTH SIDE OF WEST BELT LINE ROAD, EAST OF NORTH BLUEGROVE ROAD, THE PROPERTY IS 0.76 ACRE IN SIZE, KNOWN AS LOT 3, BLOCK 0, OF THE MILLS BRANCH VILLAGE ADDITION, CITY OF LANCASTER, TEXAS, BEING IN SUBSTANTIAL CONFORMANCE TO THE ATTACHED EXHIBIT ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OR FINE NOT TO EXCEED THE SUM OF TWO THOUSAND ($2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster, Texas has been presented with seven (7) exceptions, six (6) of which to the Mills Branch Overlay District requirements to: (1) Allow for a total of 28 parking spaces for a retail/restaurant use; (2) Allow for a flat roof; (3) Allow for less than fifty (forty-six percent (46%)) transparency for the front façade;. (4) Omit a transom and bulkhead at the base of a retail storefront; (5) Omit recessed windows or techniques to distinguish the windows in the façade; (6) Omit entryways that are recessed at least four (4) feet; and one General Design Manual exception to reduce the driveway spacing requirements in Section 1-04 (D)(2)(d) to allow the driveway to be not less than 165 feet away from the nearest driveway.

WHEREAS, the City Council of the City of Lancaster, in compliance with the laws of the State of Texas with reference to the granting of the seven (7) exceptions, has given the requisite notices by publication and otherwise, and has held due hearings and afforded a full and fair hearing to all persons interested; and

WHEREAS, the City Council of the City of Lancaster, Texas finds that it is in the best interest to approve such exceptions in conformance with the attached exhibit.

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

SECTION 1. That the City of Lancaster, Texas hereby grant seven (7) exceptions to: 1) Allow for a total of 28 parking spaces for a retail/restaurant use; (2) Allow for a flat roof; (3) Allow for less than fifty (forty-six percent (46%)) transparency for the front façade; (4) Omit a transom and bulkhead at the base of a retail storefront; (5) Omit recessed windows or techniques to distinguish the windows in the façade; (6) Omit entryways that are recessed at least four (4) feet; and reduce the driveway spacing requirements in General Design Manual Section 1-04 (D) (2) (d) to allow the driveway to be not less than 165 feet away from the nearest driveway, such exceptions to be in substantial compliance with **Exhibit A**, attached hereto.

SECTION 2. Except as expressly amended herein; 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 3. If any article, paragraph, subdivision, clause or provision of this ordinance or the Lancaster Development Code 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, other than the part so declared to be invalid or unconstitutional.

SECTION 4. Any person, firm or corporation violating any of the provisions of this ordinance or the Lancaster Development Code of the City of Lancaster, Texas, 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 ($2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 5. 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 27th, day of March, 2023.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster

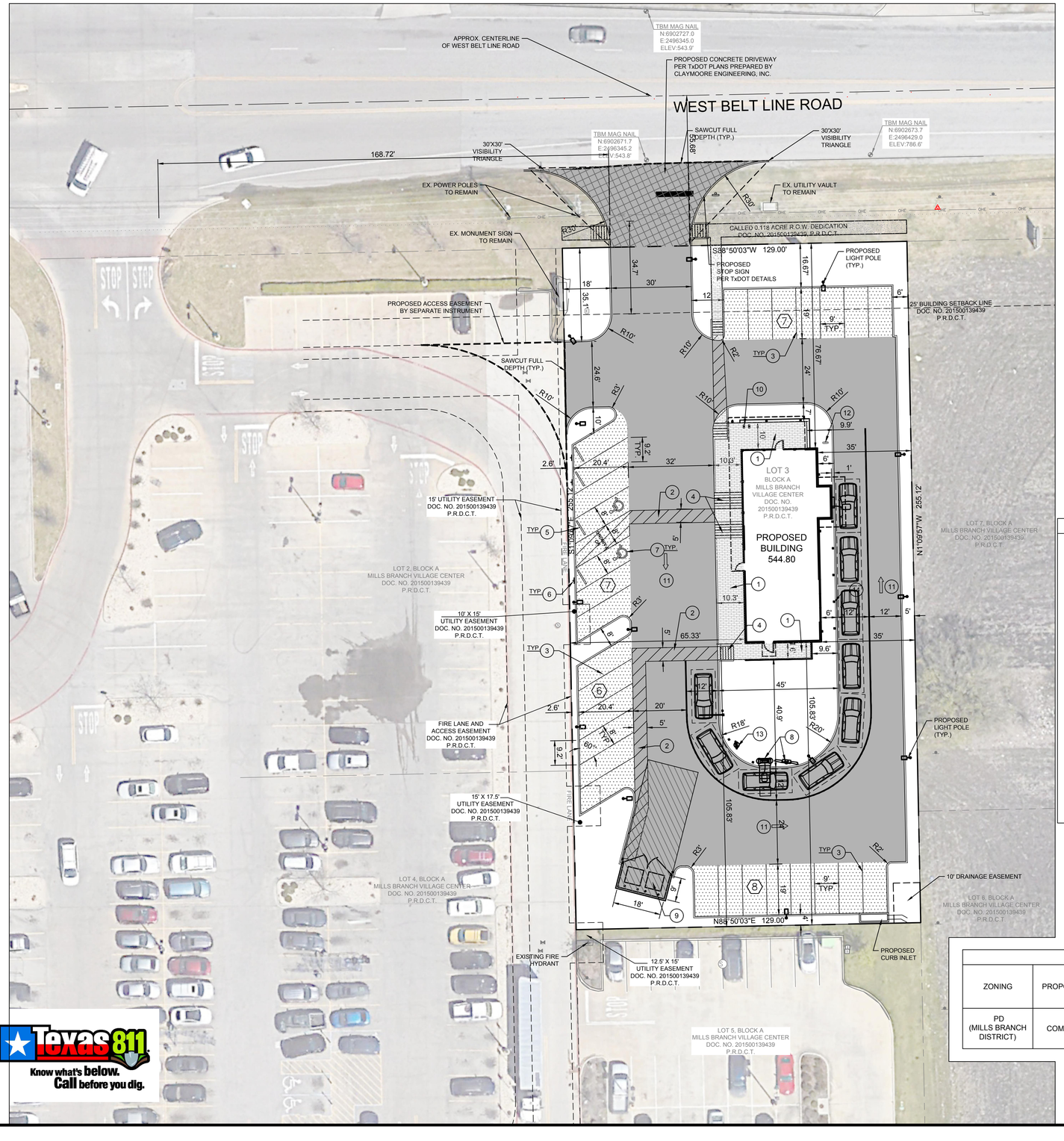
1360 W Belt Line Rd
Zoned: PD

DISCLAIMER / LIMITATION OF LIABILITY
The information on this map is provided by the City of as a public service. We are continually updating the data in order to provide the most accurate information possible. Such information is intended for reference only. The City of Lancaster does not guarantee the accuracy of the information, data or maps. All information is provided "As-Is" without warranty of any kind.

TargetParcel
Parcels
Downtown Districts
Historic District
Streets

0 60 120 240 Feet

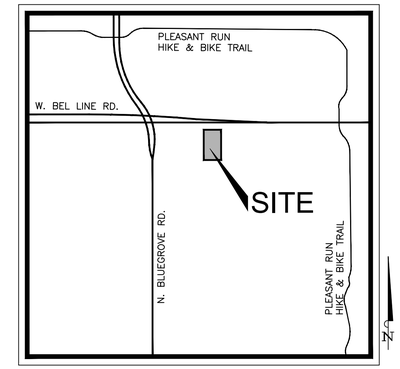
Date: 12/13/2022



GRAPHIC SCALE

20 0 10 20 40

1 inch = 20 ft.



VICINITY MAP
N.T.S.

CONSTRUCTION SCHEDULE	
1	CONCRETE SIDEWALK
2	PAVEMENT STRIPING
3	4" PARKING STALL STRIPING COLOR: WHITE (TYP)
4	HANDICAP RAMP
5	CURB STOP PER ARCHT'L. DETAILS
6	HANDICAP SIGN
7	HANDICAP SYMBOL
8	DRIVE THRU ORDERING BOARDS PER ARCHT'L. DETAILS
9	DUMPSTER ENCLOSURE
10	BIKE RACKS PER ARCHT'L. DETAILS
11	DIRECTIONAL ARROW PER ARCHT'L. DETAILS
12	DRIVE THRU EXIT SIGN PER ARCHT'L. DETAILS
13	PRE-ORDER MENU BOARD PER ARCHT'L. DETAILS
14	BOLLARDS PER ARCHT'L. DETAILS

LEGEND	
	DUMPSTER DUTY CONCRETE PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	LIGHT DUTY CONCRETE PAVEMENT
	CONCRETE SIDEWALK
	HEAVY DUTY CONCRETE PAVEMENT PER TxDOT STANDARDS
	PROPOSED CONCRETE CURB AND GUTTER
— FL —	PROPOSED FIRE LANE STRIPING PER CITY STANDARDS
	CONNECT TO EXISTING PAVEMENT WITH LONGITUDINAL BUTT JOINT.
10	PARKING COUNT
	EX. PROPERTY LINE

NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.
3. JOINTS IN CONCRETE PAVEMENT SHALL NOT EXCEED 15 FOOT SPACING. CONTRACTOR TO PROVIDE JOINT LAYOUT TO ENGINEER PRIOR TO POURING PAVEMENT.

SITE DATA TABLE

ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG AREA (SQ. FT.)	BLDG. HGT. (FT.)	LOT COVERAGE	TOTAL PARKING		
							REQ. RATIO	REQ.	PROV.
PD (MILLS BRANCH DISTRICT)	COMMERCIAL	0.76	32,910	2,140	20' STORY	6.50%	DRIVE THRU RESTARAUNT (2,140 SF, 4/1000 SF)	9 (1 ADA)	28 (2 ADA)

PLOTTED BY: CLAY CRISTY
PLOT DATE: 3/20/2023 10:40 AM
LOCATION: Z:\PROJECTS\2022-145 NOBLE STARBUCKS LANCASTER\CADD\SHEETS\SP-1 SITE PLAN.DWG
LAST SAVED: 2/17/2023 4:52 PM

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
1903 CENTRAL DR, SUITE #406
BEDFORD, TX 76021
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer: CLAY CRISTY
P.E. No. 109800 Date 2/1/2023

STARBUCKS LANCASTER
1360 W. BELT LINE ROAD, LANCASTER, TX 75146

No.	DATE	REVISION	BY

SITE PLAN

DESIGN: MKT
DRAWN: MKT
CHECKED: CLC
DATE: 2/1/2023

SHEET
SP-1

File No. 2021-152

IRRIGATION CONCEPT

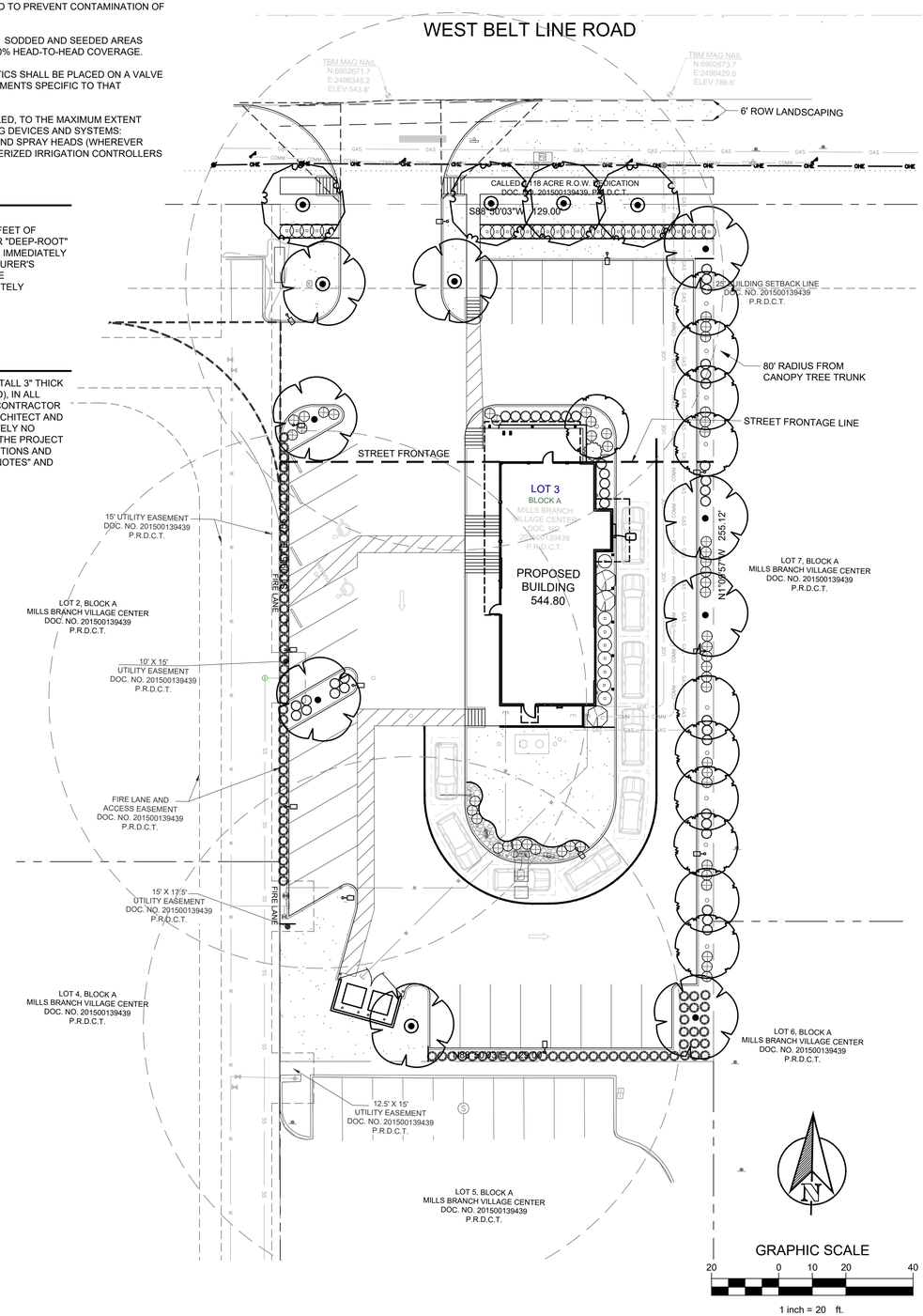
1. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE ENTIRE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
2. THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES INSTALLED TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
3. ALL NON-TURF PLANTED AREAS SHALL BE DRIP IRRIGATED. SODDED AND SEEDED AREAS SHALL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
4. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE PLACED ON A VALVE DEDICATED TO PROVIDE THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
5. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM EXTENT POSSIBLE, TO CONSERVE WATER BY USING THE FOLLOWING DEVICES AND SYSTEMS: MATCHED PRECIPITATION RATE TECHNOLOGY ON ROTOR AND SPRAY HEADS (WHEREVER POSSIBLE), RAIN SENSORS, AND MULTI-PROGRAM COMPUTERIZED IRRIGATION CONTROLLERS FEATURING SENSORY INPUT CAPABILITIES.

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).



PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	PISTACIA CHINENSIS	CHINESE PISTACHE	2.5" CAL. 7' HIGH MIN.	11
	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	2.5" CAL. 7' HIGH MIN.	4
	ULMUS CRASSIFOLIA	CEDAR ELM	2.5" CAL. 7' HIGH MIN.	9

SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE (AT PLANTING)	QTY
	HYDRANGEA QUERCIFOLIA	OAKLEAF HYDRANGEA	2' HIGH	3
	ILEX CORNUTA 'BUFORDII NANA'	DWARF BUFORD HOLLY	2' HIGH	36
	ILEX VOMITORIA 'NANA'	DWARF YAUPON HOLLY	12" HIGH	40
	JUNIPERUS SCOPULORUM 'BLUE HEAVEN'	BLUE HEAVEN JUNIPER	4' HIGH	1
	MISCANTHUS SINENSIS 'LITTLE KITTEN'	DWARF CHINESE SILVER GRASS	3 GALLON	87
	SPIRAEA X BUMALDA 'ANTHONY WATERER'	ANTHONY WATERER SPIRAEA	3 GAL.	51

GROUND COVERS			
CYNODON DACTYLON 'TIFWAY 419'	BERMUDA GRASS	SOD	6,320 SF
TEXAS ROCK COBBLE, 2"-4" SIZE, 4"-6" DEEP, LOCALLY SOURCED, PLACED OVER PERMEABLE WEED BARRIER FABRIC			

NO CHANGES TO PLANT MATERIAL MAY BE MADE UNLESS APPROVED BY THE CITY. LANDSCAPE PLANS AND MATERIALS ARE APPROVED AS IS AND CHANGES REQUIRE RESUBMITTAL AND ANOTHER REVIEW.

LANDSCAPE CALCULATIONS

TOTAL SITE AREA:	±32,910.5 SF
LANDSCAPE AREA REQUIRED:	6,6,582 SF (20% OF SITE AREA)
LANDSCAPE AREA PROVIDED:	8,276 SF (25% OF ENTIRE SITE AREA)
RIGHT OF WAY TREES - MILLS BRANCH OVERLAY DISTRICT	
FRONTAGE LENGTH:	129 LF
STREET TREES REQUIRED:	4 TREES (1 PER 30 LF OF FRONTAGE)
STREET TREES PROVIDED:	4 TREES
STREET YARD	
STREET YARD AREA:	9,890 SF (UNDER 10,000 SF
TREES REQUIRED IN STREET YARD:	9 TREES (1 TREE PER 1,000 SF)
TREES PROVIDED:	9 TREES
PARKING LOT	
PARKING SPACES:	29 (24% OF PARKING BTWN BLDG. FACADE & R.O.W.)
LANDSCAPE REQUIRED:	15 SF / SPACE = 435 SF
LANDSCAPE PROVIDED:	990 SF
TREES REQUIRED IN PARKING AREAS:	NO REQ. PARKING MAY BE LOCATED MORE THAN 80' FROM THE TRUNK OF A LG. CANOPY TREE.
TREES PROVIDED IN PARKING AREAS:	4 TREES PROVIDED
SHRUBS	
SHRUBS REQUIRED:	132 (1 PER 50 SF OF REQ. LANDSCAPE AREA) 6,582 / 50 = 132
SHRUBS PROVIDED:	218

GENERAL GRADING AND PLANTING NOTES

1. BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
3. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
   a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
   b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
   c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST**, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
   d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
   f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
4. ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
   a. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDCOVER PATTERNS) SHALL TAKE PRECEDENCE.
   b. NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT, IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
   c. THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
5. THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
6. SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
1903 CENTRAL DR, SUITE #406
BEDFORD, TX 76021
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

REGISTERED LANDSCAPE ARCHITECT
DARCY R. BRANDON
3423
STATE OF TEXAS

STARBUCKS LANCASTER
1370 W. BELT LINE ROAD, LANCASTER, TX 75146

No.	DATE	REVISION	BY

EVERGREEN DESIGN GROUP
(800) 680-6630
15455 Dallas Pkwy., Ste 600
Addison, TX 75001
www.EvergreenDesignGroup.com

LANDSCAPE PLANTING PLAN

DESIGN:	MKT
DRAWN:	MKT
CHECKED:	CLC
DATE:	03/20/2023

SHEET
LP-1

File No. 2021-152

PLOTTED BY: DARCY BRANDON
PLOT DATE: 3/20/2023 12:21 PM
LOCATION: C:\USERS\DARCY\DOCUMENTS\DBLA_PROJECTS\2022\EDG\STARBUCK'S - LANCASTER, TX\STARBUCKS LANCASTER LP_2023-03-20.DWG
LAST SAVED: 3/20/2023 12:20 PM

PLANTING SPECIFICATIONS

GENERAL

A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.

B. SCOPE OF WORK
1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMACTIC CONDITIONS.
2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
3. TREES MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE.
4. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTBLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
5. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
6. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND TWELVE INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
7. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL. WHERE CALIPER MEASUREMENTS ARE USED, THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CALIPER OF THE THREE LARGEST TRUNKS.
8. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.

C. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
D. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN ½ INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
E. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8, MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISIEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
F. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL-TESTING AGENCY (SEE BELOW).
G. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
H. TREE STAKING AND GUYING
1. STAKES: 6' LONG GREEN METAL T-POSTS.
2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
I. STEEL EDGING: PROFESSIONAL STEEL EDGING, 14 GAUGE THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.
J. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

METHODS

A. SOIL PREPARATION
1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
2. SOIL TESTING:
a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.
b. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.
c. THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
d. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
ii. PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.
iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
ii. 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD.
iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
iv. IRON SULPHATE - 2 LBS. PER CU. YD.
5. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (**BASED ON A SOIL TEST**, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

B. SUBMITTALS
1. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT, AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.
2. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE, PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREE/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).
3. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
4. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.

C. GENERAL PLANTING
1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
3. TRENCHING NEAR EXISTING TREES:
a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1' FOR EVERY 1" OF TRUNK DIAMETER-AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER. WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.

D. TREE PLANTING
1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.
2. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
3. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
5. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED PARTS PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
6. TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:
a. 1"-2" TREES — TWO STAKES PER TREE
b. 2-1/2"-4" TREES — THREE STAKES PER TREE
c. TREES OVER 4" CALIPER — GUY AS NEEDED
d. MULTI-TRUNK TREES — THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
e. MULTI-TRUNK TREES — THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH PER PLANS).

E. SHRUB, PERENNIAL, AND GROUNDCOVER PLANTING
1. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
2. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
3. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.

F. SODDING
1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS - DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.

G. MULCH
1. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS.
2. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE AND WITHIN 24" OF HABITABLE STRUCTURES, EXCEPT AS MAY BE NOTED ON THESE PLANS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.

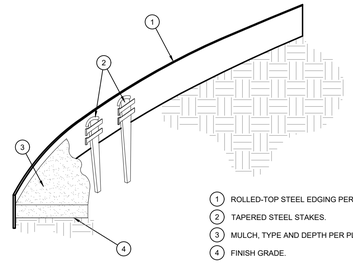
H. CLEAN UP
1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.

I. INSPECTION AND ACCEPTANCE
1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
2. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
3. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

J. LANDSCAPE MAINTENANCE
1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTING OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, TREATING FOR INSECTS AND DISEASES,REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
2. SHOULD SEEDED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER.
3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESODDED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.

K. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.

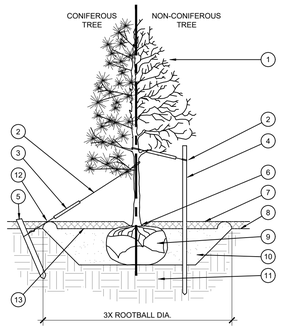
L. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.



1. ROLLED-TOP STEEL EDGING PER PLANS.
2. TAPERED STEEL STAKES.
3. MULCH, TYPE AND DEPTH PER PLANS.
4. FINISH GRADE.

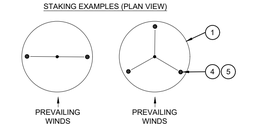
NOTES:
1) INSTALL EDGING SO THAT STAKES WILL BE ON INSIDE OF PLANTING BED.
2) BOTTOM OF EDGING SHALL BE BURIED A MINIMUM OF 1" BELOW FINISH GRADE.
3) TOP OF MULCH SHALL BE 1" LOWER THAN TOP OF EDGING.

C STEEL EDGING
SCALE: NOT TO SCALE



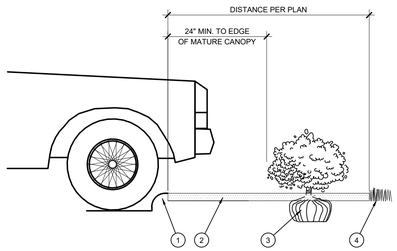
1. TREE CANOPY.
2. CINCH-TIES (24" BOX/2" CAL. TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (36" BOX/2.5" CAL. TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
3. 24" X 3/4" P.V.C. MARKERS OVER WIRES.
4. GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
5. PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
6. TRUNK FLARE.
7. MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
8. FINISH GRADE.
9. ROOT BALL.
10. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
11. UNDISTURBED NATIVE SOIL.
12. 4" HIGH EARTHEN WATERING BASIN.
13. FINISH GRADE.

STAKING EXAMPLES (PLAN VIEW)



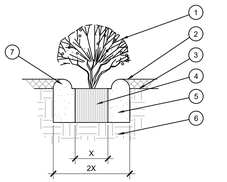
NOTES:
1. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
2. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 2"-4" ABOVE FINISH GRADE.
3. FOR B&B TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE, CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
4. REMOVE ALL NURSERY STAKES AFTER PLANTING.
5. FOR TREES 36" BOX/2.5" CAL. AND LARGER, USE THREE STAKES OR DEADMEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.
6. STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT IN WIND.

A TREE PLANTING
SCALE: NOT TO SCALE



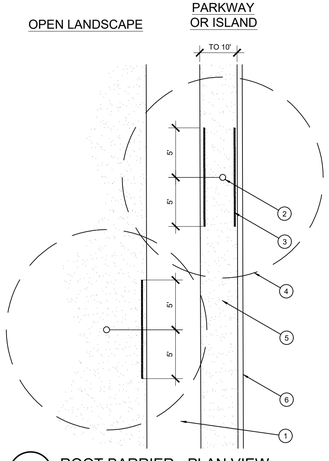
1. CURB.
2. MULCH LAYER.
3. PLANT.
4. TURF (WHERE SHOWN ON PLAN).

D PLANTING AT PARKING AREA
SCALE: NOT TO SCALE



1. SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.
2. MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
3. FINISH GRADE.
4. ROOT BALL.
5. BACKFILL. AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
6. UNDISTURBED NATIVE SOIL.
7. 3" HIGH EARTHEN WATERING BASIN.

B SHRUB AND PERENNIAL PLANTING
SCALE: NTS



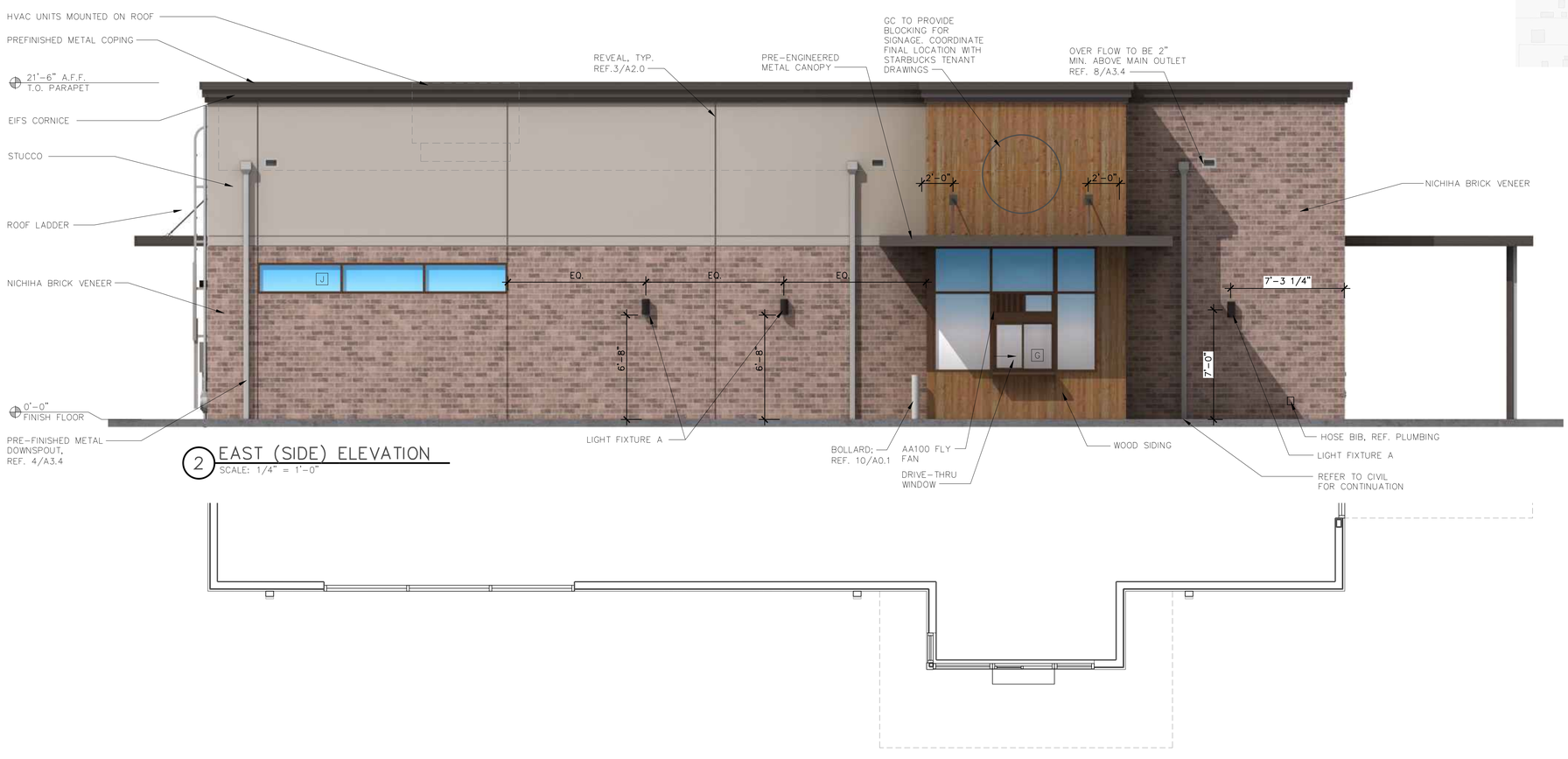
1. TYPICAL WALKWAY OR PAVING
2. TREE TRUNK
3. LINEAR ROOT BARRIER MATERIAL. SEE PLANTING NOTES FOR TYPE AND MANUFACTURER. INSTALL PER MANUFACTURER'S SPECIFICATIONS.
4. TREE CANOPY
5. TYPICAL PLANTING AREA
6. TYPICAL CURB AND GUTTER

NOTES:
1) INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS.
2) BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

E ROOT BARRIER - PLAN VIEW
SCALE: NOT TO SCALE

TEXAS REGISTRATION #

1 SOUTH (BACK) ELEVATION
SCALE: 1/4" = 1'-0"

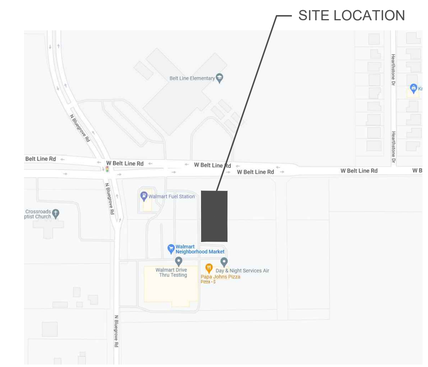


2 EAST (SIDE) ELEVATION
SCALE: 1/4" = 1'-0"

EXTERIOR FINISH SCHEDULE

ITEM	COLOR	MANUFACTURER	REMARKS
STUCCO	"A NEW GRAY" SW 7030	SHERWIN WILLIAMS	–
NICHIHA BRICK VENEER	CANYON BRICK – SHALE BROWN	NICHIHA FIBER CEMENT	INSTALL VERTICALLY PER MANUFACTURER'S SPECIFICATIONS. HORIZONTAL SEAMS SHALL BE MINIMIZED. ALL SPANS OF 10' OR MORE SHALL HAVE HORIZONTAL CAULKED SEAMS ALIGNED IN THE CENTER OF THE ARCHON. ALL TRIMS SHALL BE FACTORY PAINTED TO MATCH PANELS. VERTICAL APPLICATIONS ONLY (NOT FOR USE ON SOFFITS).
WOOD SIDING	NICHIHA – VINTAGEWOOD CEDAR WOOD CLADDING	NICHIHA FIBER CEMENT	INSTALL VERTICALLY PER MANUFACTURER'S SPECIFICATIONS. HORIZONTAL SEAMS SHALL BE MINIMIZED. ALL SPANS OF 10' OR MORE SHALL HAVE HORIZONTAL CAULKED SEAMS ALIGNED IN THE CENTER OF THE ARCHON. ALL TRIMS SHALL BE FACTORY PAINTED TO MATCH PANELS. VERTICAL APPLICATIONS ONLY (NOT FOR USE ON SOFFITS).
METAL GATES AT TRASH ENCLOSURE	"BLACK FOX" SW 7020	SHERWIN WILLIAMS	–
PRE-ENGINEERED METAL CANOPY	BLACK	ARCHITECTURAL FABRICATION	–
STOREFRONT FRAMES	DARK BRONZE ANODIZED FRAME AND DOORS	KAWNEER	REFER TO WINDOW AND DOOR SCHEDULE
HARDWARE	SATIN CLEAR FINISH	FACTORY FINISHED	REFER TO HARDWARE LEGEND
HOLLOW METAL DOOR AND FRAME	"BLACK FOX" SW 7020	SHERWIN WILLIAMS	–
DOWNSPOUTS	TO MATCH "ARGOS" SW 7065	AEP SPAN	FACTORY APPLIED DURATECH FINISH
ROOF LADDER	"ARGOS" SW 7065	SHERWIN WILLIAMS	–
MISCELLANEOUS METALS	"BLACK FOX" SW 7020	SHERWIN WILLIAMS	–
PREFINISHED METAL COPING	"BLACK FOX" SW 7020	SHERWIN WILLIAMS	–
EIFS CORNICE	"BLACK FOX" SW 7020	SHERWIN WILLIAMS	–

** COLORS AND MANUFACTURERS INDICATED ARE PREFERRED. G.C. SHALL SUBMIT SAMPLES OF PROPOSED ALTERNATES FOR ARCHITECT'S APPROVAL IN ACCORDANCE WITH DIRECTIONS IN SPECIFICATIONS



LOCATION MAP

PRELIMINARY
NOT TO BE USED FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

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Revisions:

File Name: 22224 A2.1
Project No: 22224
Date: xx/xx/xx
Drawn By: JAT
Checked By: JWF

SHEET
A2.1
EXTERIOR ELEVATIONS

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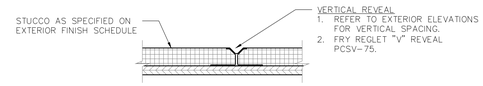
1 NORTH (FRONT) ELEVATION
SCALE: 1/4" = 1'-0"

NORTH ELEVATION
GLASS: 43.4%

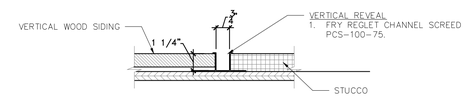
EXTERIOR FINISH SCHEDULE

ITEM	COLOR	MANUFACTURER	REMARKS
STUCCO	"A NEW GRAY" SW 7030	SHERWIN WILLIAMS	–
NICHIHA BRICK VENEER	CANYON BRICK – SHALE BROWN	NICHIHA FIBER CEMENT	INSTALL VERTICALLY PER MANUFACTURER'S SPECIFICATIONS. HORIZONTAL SEAMS SHALL BE MINIMIZED. ALL SPANS OF 10' OR MORE SHALL HAVE HORIZONTAL CAULKED SEAMS ALIGNED IN THE CENTER OF THE ARCHON. ALL TRIMS SHALL BE FACTORY PAINTED TO MATCH PANELS. VERTICAL APPLICATIONS ONLY (NOT FOR USE ON SOFFITS).
WOOD SIDING	NICHIHA – VINTAGEWOOD CEDAR WOOD CLADDING	NICHIHA FIBER CEMENT	INSTALL VERTICALLY PER MANUFACTURER'S SPECIFICATIONS. HORIZONTAL SEAMS SHALL BE MINIMIZED. ALL SPANS OF 10' OR MORE SHALL HAVE HORIZONTAL CAULKED SEAMS ALIGNED IN THE CENTER OF THE ARCHON. ALL TRIMS SHALL BE FACTORY PAINTED TO MATCH PANELS. VERTICAL APPLICATIONS ONLY (NOT FOR USE ON SOFFITS).
METAL GATES AT TRASH ENCLOSURE	"BLACK FOX" SW 7020	SHERWIN WILLIAMS	–
PRE-ENGINEERED METAL CANOPY	BLACK	ARCHITECTURAL FABRICATION	–
STOREFRONT FRAMES	DARK BRONZE ANODIZED FRAME AND DOORS	KAWNEER	REFER TO WINDOW AND DOOR SCHEDULE
HARDWARE	SATIN CLEAR FINISH	FACTORY FINISHED	REFER TO HARDWARE LEGEND
HOLLOW METAL DOOR AND FRAME	"BLACK FOX" SW 7020	SHERWIN WILLIAMS	–
DOWNSPOUTS	TO MATCH "ARGOS" SW 7065	AEP SPAN	FACTORY APPLIED DURATECH FINISH
ROOF LADDER	"ARGOS" SW 7065	SHERWIN WILLIAMS	–
MISCELLANEOUS METALS	"BLACK FOX" SW 7020	SHERWIN WILLIAMS	–
PREFINISHED METAL COPING	"BLACK FOX" SW 7020	SHERWIN WILLIAMS	–
EIFS CORNICE	"BLACK FOX" SW 7020	SHERWIN WILLIAMS	–

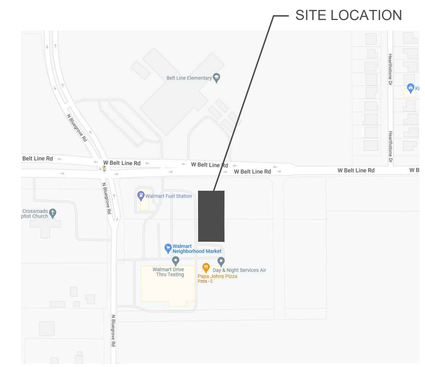
** COLORS AND MANUFACTURERS INDICATED ARE PREFERRED. G.C. SHALL SUBMIT SAMPLES OF PROPOSED ALTERNATES FOR ARCHITECT'S APPROVAL IN ACCORDANCE WITH DIRECTIONS IN SPECIFICATIONS



3 REVEAL DETAIL
SCALE: 3"=1'-0"



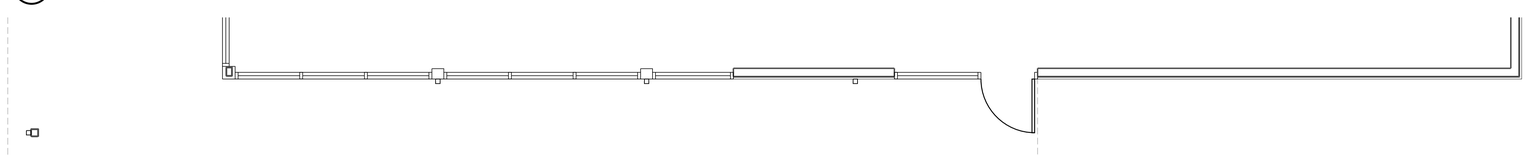
4 REVEAL DETAIL
SCALE: 3"=1'-0"



LOCATION MAP

2 WEST (SIDE) ELEVATION
SCALE: 1/4" = 1'-0"

WEST ELEVATION
GLASS: 26.5%



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SHELL BUILDING
W. BELT LINE RD.
LANCASTER, TX 75146

Revisions:

File Name: 22224 A2.0
Project No: 22224
Date: xx/xx/xx
Drawn By: JAT
Checked By: JWF

SHEET
A2.0
EXTERIOR ELEVATIONS

Traffic Impact Analysis

Starbucks
Lancaster, Texas

March 15, 2023

Prepared for:
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Project #001LAN

LAMBETH ENGINEERING

STATE OF TEXAS
CHRISTY H. LAMBETH
91036
LICENSED
PROFESSIONAL ENGINEER
Christy Lambeth
March 15, 2023

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EXECUTIVE SUMMARY

Lambeth Engineering Associates, PLLC, conducted a traffic impact analysis for the proposed Starbucks, located southeast of the W Belt Line Road/N Bluegrove Road intersection in Lancaster, Texas. This TIA was conducted as required by the City for approval of the site.

The project is planned to be completed in 2024 and consists of 2,140 SF coffee shop with drive-through window.

This study evaluated the impact that the proposed development will have on the surrounding roadway network and provides recommended mitigation measures needed to maintain acceptable roadway conditions.

The following roadway intersections were studied in this analysis:

- W Belt Line Road at Walmart North Driveway/Belt Line Elementary School West Exit Driveway (unsignalized)
- W Belt Line Road at Belt Line Elementary School East Exit Driveway (unsignalized)
- W Belt Line Road at Belt Line Elementary School East Entrance Driveway (unsignalized)
- N Bluegrove Road at Walmart South Driveway (unsignalized)
- Site driveway

A 2% annual growth rate was applied to the existing traffic volumes to project future background volumes. The following study scenarios were analyzed during the weekday AM and PM peak hours. The site is planned to be built and operation by the end of 2023, so 2024 was used as the buildout year to be conservative.

- 2023 Existing
- 2024 Background
- 2024 Background-Plus-Site
- 2034 Horizon Year Background
- 2034 Horizon Year Background-Plus-Site

After considering pass-by trips, the site is projected to generate 92 trips in the AM peak hour (48 inbound and 44 outbound) and 37 trips during the PM peak hour (19 inbound and 18 outbound). The projected weekday total (inbound and outbound) is 1,142 trips.

Below is a summary of findings from the analyses presented in this report.

- The roadway intersections are shown to operate with an overall LOS C or better considering existing, background, and background-plus-site traffic volumes.
- The roadway link analysis shows the four-lane section of W Belt Line Road operates at LOS C or better considering existing, background, and background-plus-site traffic volume.

  The roadway link analysis shows the two-lane section of W Belt Line Road operates at LOS E considering existing, 2024 background and 2024 background-plus site traffic volumes. Starbucks does not impact the link LOS and does not have a significant impact on the operation of Belt Line Road.

- The left-turns queues into the Site Driveway and Belt Line Elementary School's east entrance driveway are not expected to block each other based on synchro analysis and on-site observations.
- The provide site driveway has adequate sight distance, providing more than AASHTO's criteria.
- The proposed site driveway does not satisfy the City of Lancaster's driveway spacing criteria. It is recommended the proposed location be approved.

As shown in the intersection analysis, the intersections are projected to continue operating at LOS C or better with the addition of Starbucks. The *Synchro* intersection analysis indicates the study area intersections will have less than a one-second delay with the addition of Starbucks. (*The maximum increase in delay in 2024 AM is 0.6 seconds and in 2034 AM is 0.8 seconds. The 2024 and 2034 PM max increase in delay is 0.1 seconds.)*

The link LOS remains the same with Starbucks. Therefore, the analysis shows that the proposed development is not expected to have a significant impact on the surrounding roadway network.

INTRODUCTION

Purpose

The services of Lambeth Engineering Associates, PLLC, (herein Lambeth Engineering) were retained to conduct a traffic impact analysis (TIA) for a proposed Starbucks, in Lancaster, Texas. The purpose of this study is to project the anticipated traffic that will be generated by the proposed development, determine the impact it will have on the surrounding roadway network, and determine recommended mitigation measures needed to maintain acceptable roadway conditions. This TIA is being conducted as required by the City for site approval.

Project Description

The project site is located southeast of the W Belt Line Road/N Bluegrove Road intersection, just east of Walmart and south of Belt Line Elementary School. The site is currently vacant.

The project is projected to be completed in 2024 and will consist of a 2,140 SF coffee shop with drive-through window.

A vicinity map is shown in **Exhibit 1**, and the site plan is shown in **Exhibit 2**.

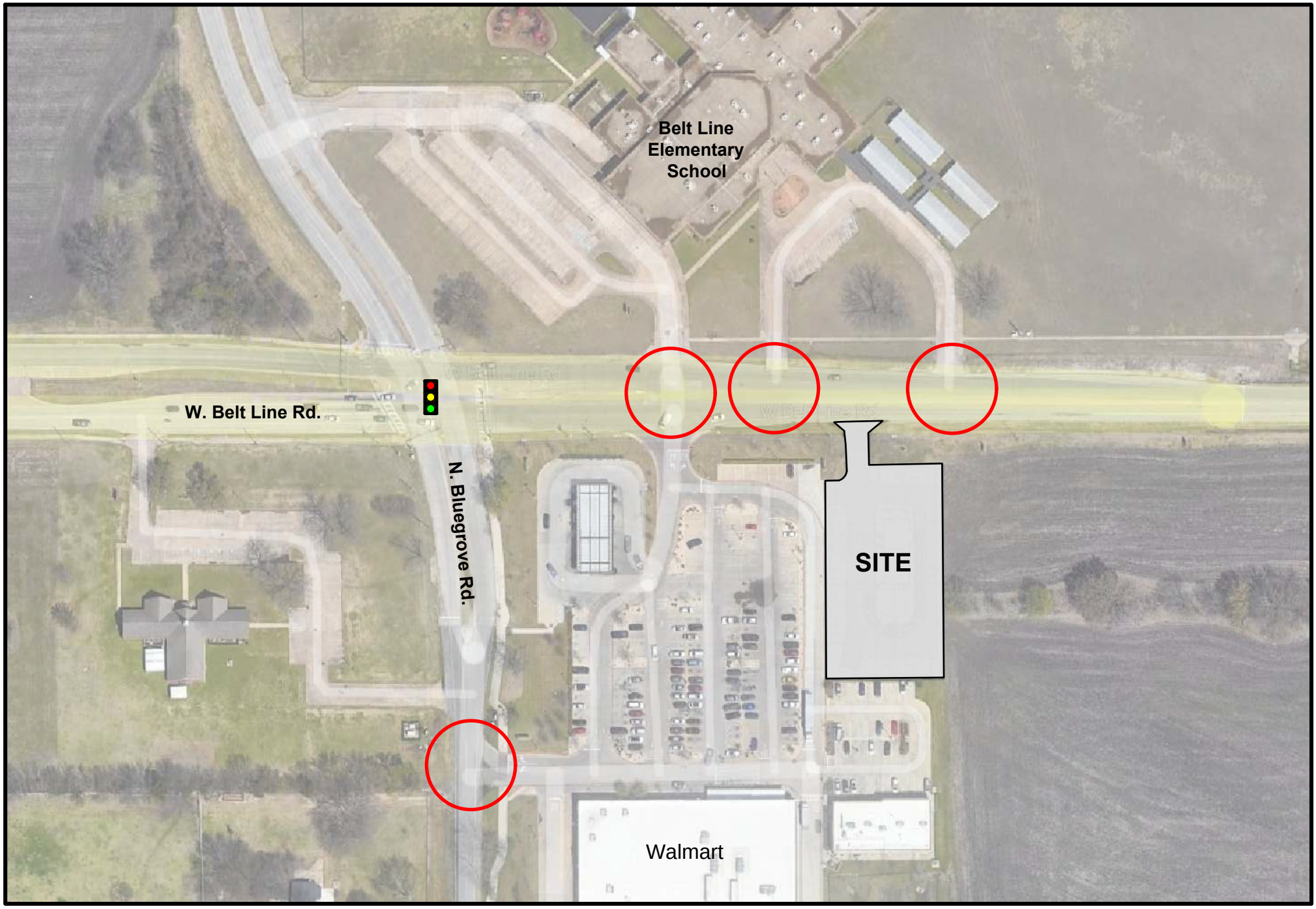
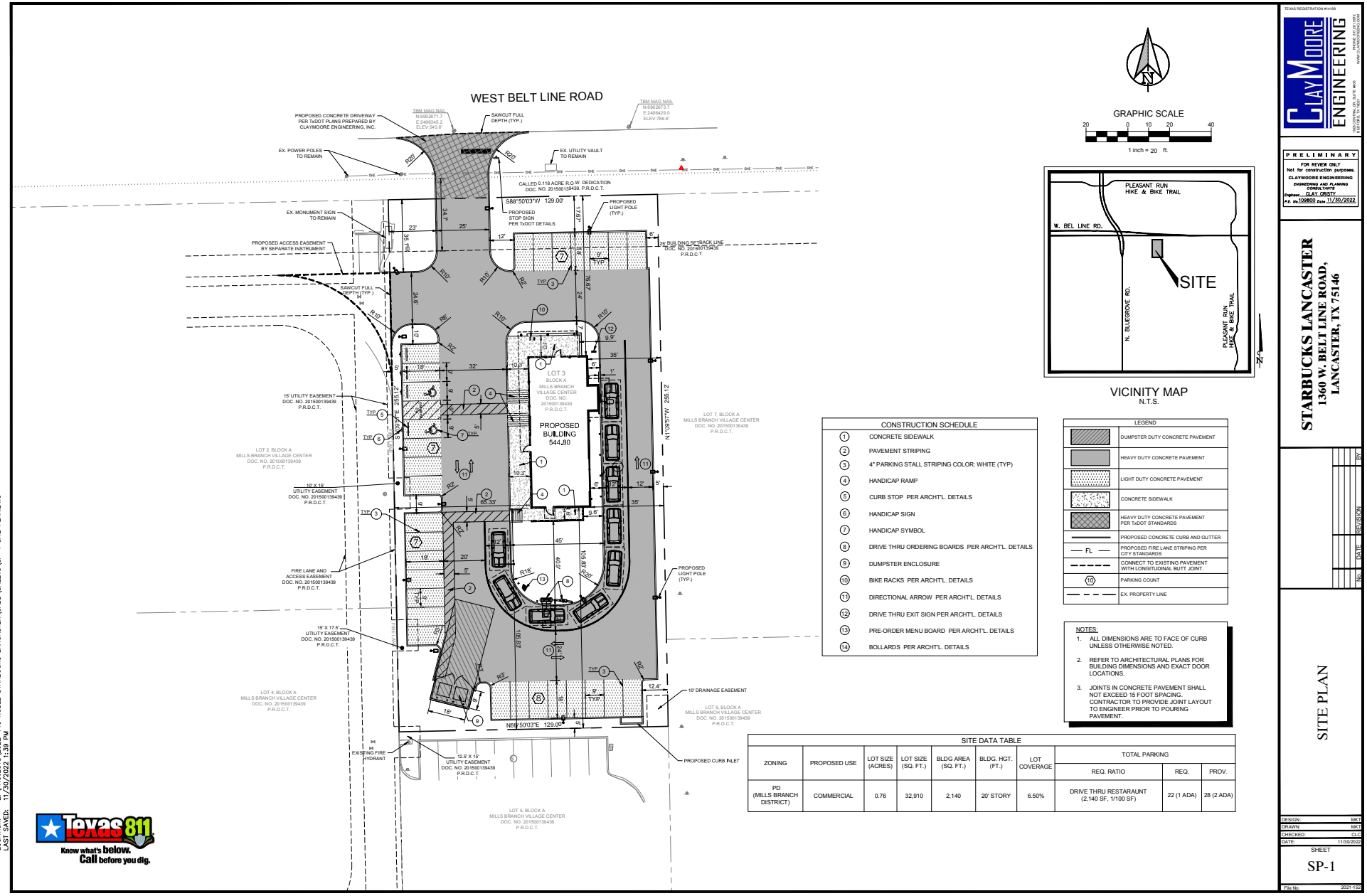


Exhibit 1. Vicinity Map

NORTH

L.A.M.B.E.T.H. ENGINEERING
TEXAS REGISTERED ENGINEERING FIRM F-19508

Map Obtained from Google Earth 01.25.23



CONSTRUCTION SCHEDULE	
1	CONCRETE SIDEWALK
2	PAVEMENT STRIPING
3	4" PARKING STALL STRIPING COLOR: WHITE (TYP)
4	HANDICAP RAMP
5	CURB STOP PER ARCHT'L. DETAILS
6	HANDICAP SIGN
7	HANDICAP SYMBOL
8	DRIVE THRU ORDERING BOARDS PER ARCHT'L. DETAILS
9	DUMPSTER ENCLOSURE
10	BIKE RACKS PER ARCHT'L. DETAILS
11	DIRECTIONAL ARROW PER ARCHT'L. DETAILS
12	DRIVE THRU EXIT SIGN PER ARCHT'L. DETAILS
13	PRE-ORDER MENU BOARD PER ARCHT'L. DETAILS
14	BOLLARDS PER ARCHT'L. DETAILS

LEGEND	
	DUMPSTER DUTY CONCRETE PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	LIGHT DUTY CONCRETE PAVEMENT
	CONCRETE SIDEWALK
	HEAVY DUTY CONCRETE PAVEMENT PER TxDOT STANDARDS
	PROPOSED CONCRETE CURB AND GUTTER
FL	PROPOSED FIRE LANE STRIPING PER CITY STANDARDS
	CONNECT TO EXISTING PAVEMENT WITH LONGITUDINAL BUTT JOINT.
10	PARKING COUNT
	EX. PROPERTY LINE

NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.
3. JOINTS IN CONCRETE PAVEMENT SHALL NOT EXCEED 15 FOOT SPACING. CONTRACTOR TO PROVIDE JOINT LAYOUT TO ENGINEER PRIOR TO POURING PAVEMENT.

SITE DATA TABLE								
ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG AREA (SQ. FT.)	BLDG. HGT. (FT.)	LOT COVERAGE	TOTAL PARKING	
							REQ. RATIO	REQ.	PROV.
PD (MILLS BRANCH DISTRICT)	COMMERCIAL	0.76	32,910	2,140	20' STORY	6.50%	DRIVE THRU RESTARAUNT (2,140 SF, 1/100 SF)	22 (1 ADA)	28 (2 ADA)

TEXAS REGISTRATION #14199

CLAYMOORE ENGINEERING

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer: CLAY OBSTY
P.E. No. 109800 Date 11/30/2022

STARBUCKS LANCASTER
1360 W. BELT LINE ROAD, LANCASTER, TX 75146

No.	DATE	REVISION	BY

SITE PLAN

DESIGN: MKT
DRAWN: MKT
CHECKED: CO
DATE: 11/30/2022
SHEET
SP-1
File No. 2021-152

Exhibit 2. Site Plan

Study Parameters

This TIA considered the following study parameters.

Study Scenarios

The following scenarios were studied in this analysis:

- Roadway Intersections: Weekday AM and PM peak hours of adjacent street traffic
- Roadway Links: Weekday AM and PM peak hours of adjacent street traffic
- Analysis Scenarios:
    - 2023 Existing
    - 2024 Background
    - 2024 Background-Plus-Site
    - 2034 Background
    - 2034 Background-Plus-Site

  The site is planned to be built and operation by the end of 2023, so 2024 was used as the buildout year to be conservative.

Study Area

The following roadway intersections were studied in this analysis:

- W Belt Line Road at Walmart North Driveway/Belt Line Elementary School West Exit (unsignalized)
- W Belt Line Road at Belt Line Elementary School East Exit (unsignalized)
- W Belt Line Road at Belt Line Elementary School East Entrance (unsignalized)
- N Bluegrove Road at Walmart South Driveway (unsignalized)
- One (1) additional site driveway

Roadway Network

Roadway Descriptions

The project includes the following roadways:

- W Belt Line Road
    - Existing Cross Section: Four-lane, undivided roadway west of site and a two-lane, undivided road east of site
    - Speed Limit: 45 MPH, 20 MPH school zone between west of Hearthstone Drive and east of Monarch Drive
    - Thoroughfare Plan Designation: Major Arterial Type A
- N Bluegrove Road, north of Belt Line Road
    - Existing Cross Section: Four-lane, divided roadway
    - Speed Limit: 35 MPH
    - Thoroughfare Plan Designation: Major Arterial Type B
- N Bluegrove Road, south of Belt Line Road
    - Existing Cross Section: Two-lane, undivided roadway
    - Speed Limit: 30 MPH
    - Thoroughfare Plan Designation: Major Arterial Type B

A summary of the existing roadway geometry used in this analysis is shown in **Exhibit 3.**

Transit Routes

There are no public transit routes in the surrounding area.

Bicycle Facilities

Pleasant Run Hike and Bike Trails is approximately 1,000 feet east of the site, and the project is not planning to add any bicycle lanes.

Pedestrian Connections

There are sidewalks on the north side of W Belt Line Road west of Belt Line Elementary School's west driveway and on N Bluegrove Road between W Belt Line Road and Walmart's driveways.

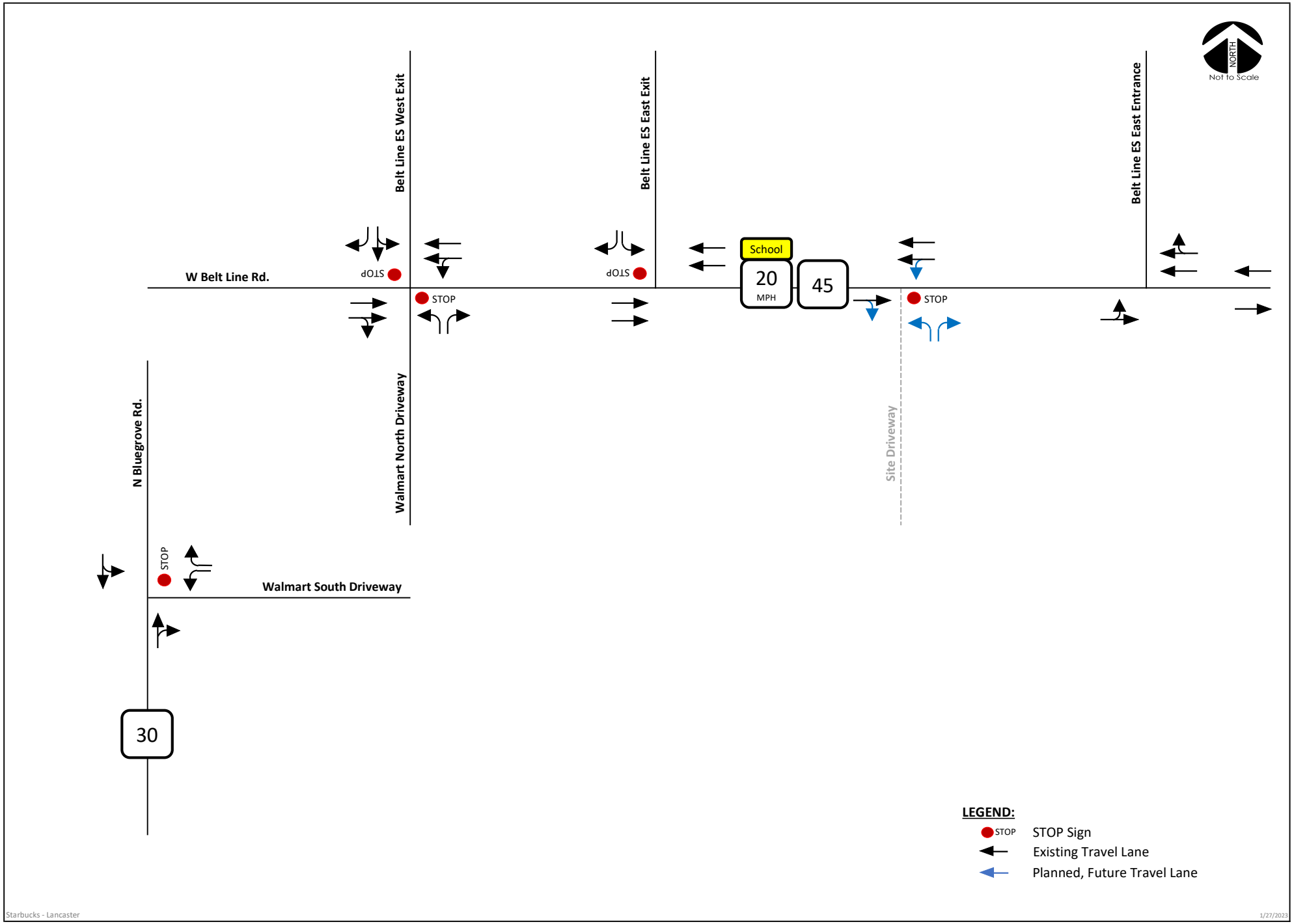


Exhibit 3. Roadway Geometry

TRAFFIC VOLUMES

Existing Traffic Volumes

Intersection turning-movement volumes and roadway link traffic volumes were collected on Tuesday, January 17, 2023 and Thursday January 19, 2023, from 7:00 to 9:00 AM and from 3:00 to 5:00 PM. Year 2023 traffic volumes are illustrated in **Exhibit 4**.

The highest 15-minute peak period of the school intersections was from 7:30 AM to 7:45 AM. The second highest peak 15-minute peak period at the school intersections was from 7:45 AM to 8:00 AM. Parents continued to exit the school between 8:00 AM and 8:15 AM. In addition, more motorists entered the school between 8:00 AM – 8:15 AM than between 7:00 AM – 7:15 AM. Therefore, the peak period of school volumes was captured in the 7:00 AM to 9:00 AM data collection period. Detailed data sheets are provided in the **Appendix**.

Background (No-Build) Traffic Volumes

Historical traffic volume data were obtained from TxDOT's online traffic counts[1]. An annual growth rate of 2% was calculated and used for this analysis. Traffic forecasts were developed for the year 2024 no-build scenario by applying the 2% annual growth rate to the existing traffic volumes. The resulting year 2024 background (no-build) volumes are illustrated in **Exhibit 5**. The TxDOT historical volumes are provided in the **Appendix**.

As required by the City, a ten-year horizon scenario was also considered. Year 2034 background (no-build) volumes were determined by increasing the background traffic using the 2% annual growth rate. The 2034 volumes are shown in **Exhibit 6**.

Site-Generated Traffic Volumes

Traffic generated by the development, known as trip generation, is calculated based upon methods and rates published in the *Institute of Transportation Engineers (ITE) Trip Generation Manual,* 11th Edition.

Pass-by trips were calculated for the site based upon data from the *ITE Trip Manual,* 11th Edition. Since pass-by trips were unavailable for ITE 937 Coffee Shop with Drive-Through Window the pass-by rates for ITE 934 Fast Food Restaurant with Drive-Through Window were used instead. Pass-by trips were applied to account for vehicles that are on the adjacent roadways but are turning into and out of the site driveway. Pass-by trips were added to/from the site driveway, but not to/from surrounding intersections.

The resulting trip generation is shown in **Table 1**.

Table 1. Projected Trip Generation

ITE #	Use	Quantity	Weekday	AM Peak Hour			PM Peak Hour		
				Total	In	Out	Total	In	Out
937	Coffee/Donut Shop with Drive-Through Window	2,140 SF	1,142	184	94	90	83	42	41
	Total:	2,140 SF	**1,142**	**184**	**94**	**90**	**83**	**42**	**41**
	Pass-by Trips (AM = 50%, PM = 55%):		--	92	46	46	46	23	23
	New Trips to Site:		**--**	**92**	**48**	**44**	**37**	**19**	**18**

[1] Texas Department of Transportation Planning and Programming Division's Statewide Traffic Analysis and Reporting System II, https://txdot.ms2soft.com/tcds/tsearch.asp?loc=Txdot&mod=. Accessed January 2023.

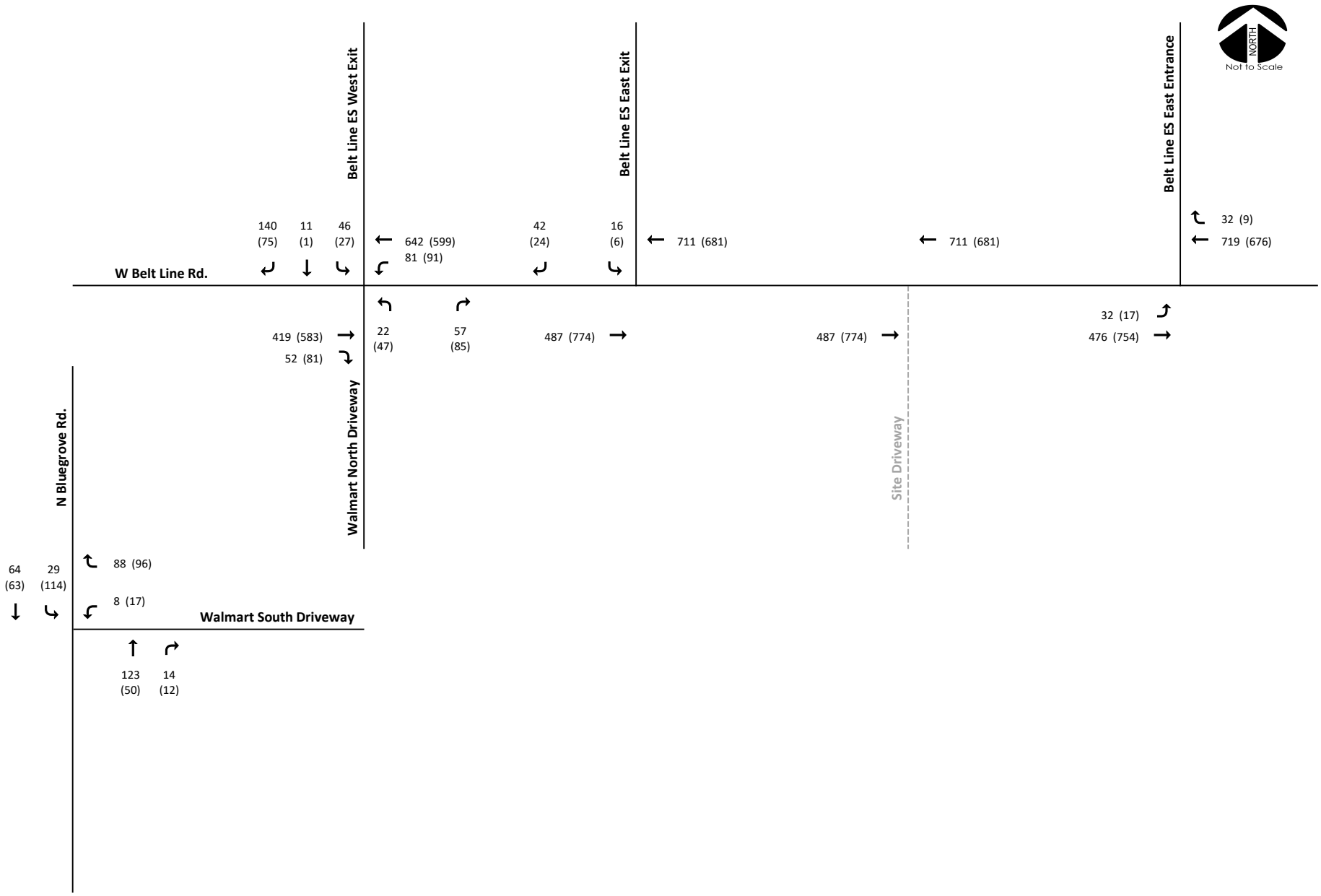
The site-generated traffic was distributed through the study area based upon existing traffic volumes, roadway configurations, and study area. The overall distribution, as well as the traffic assignment to individual site access points, is shown in **Exhibit 7** and **Exhibit 8** for new trips to the site.

The resulting site-related traffic volumes are shown in **Exhibit 9**.

Inbound and outbound pass-by trip distribution is shown in **Exhibit 10** and **Exhibit 11**, respectively. The resulting pass-by site traffic volumes are shown in **Exhibit 12**. The total site traffic volumes, new plus pass-by trips, are illustrated in **Exhibit 13**.

Background-Plus-Site (Build) Traffic Volumes

Background-plus-site (build) traffic forecasts were developed for each analysis scenario by adding the projected traffic generated by the proposed development to the 2024 and 2034 background (no-build) volumes. The resulting background-plus-site volumes are summarized in **Exhibit 14** and **Exhibit 15**.

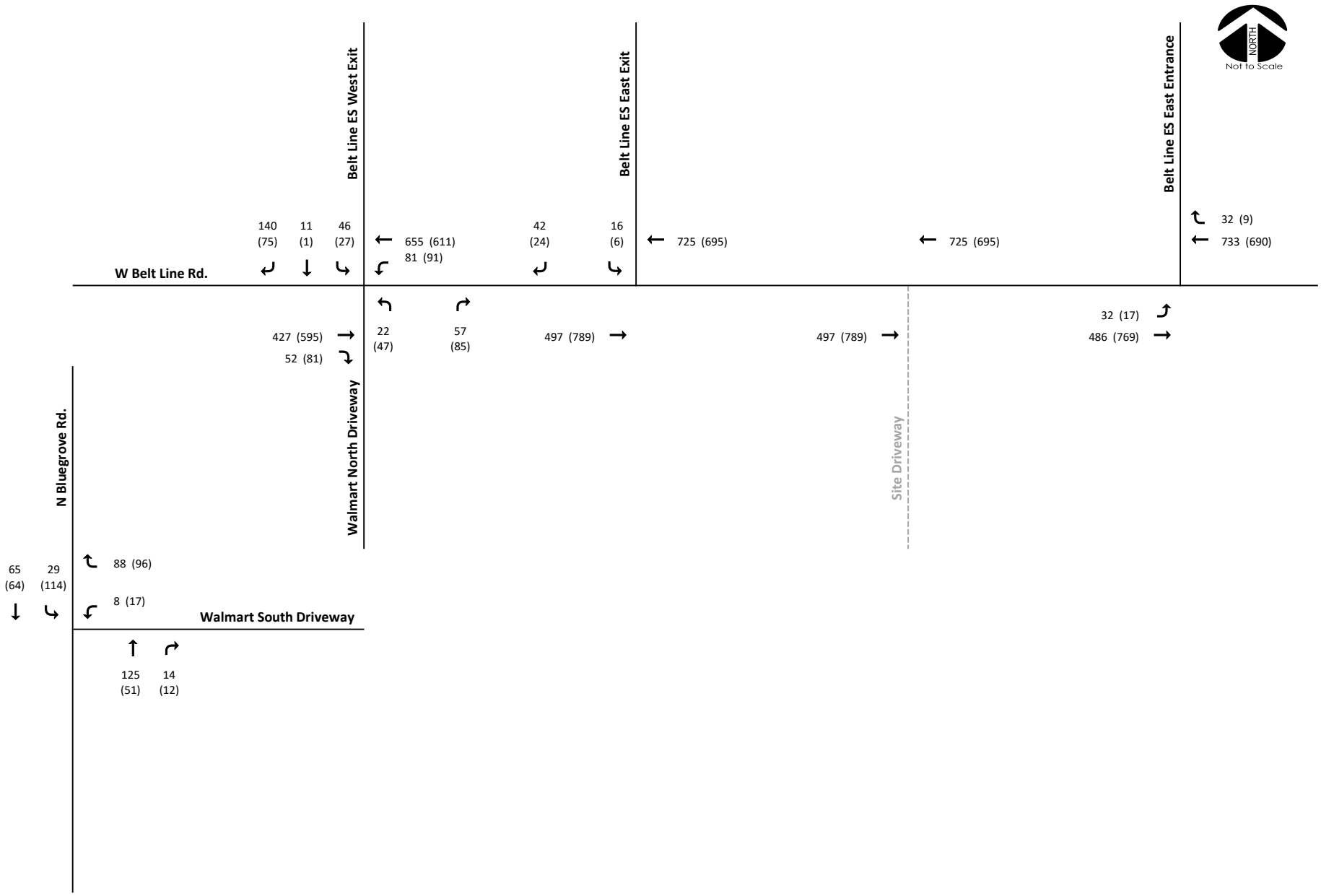


LEGEND: XX (YY) = AM (PM) Peak Hour Traffic Volume

Starbucks - Lancaster

1/27/2023

Exhibit 4. Year 2023 Existing Traffic Volumes

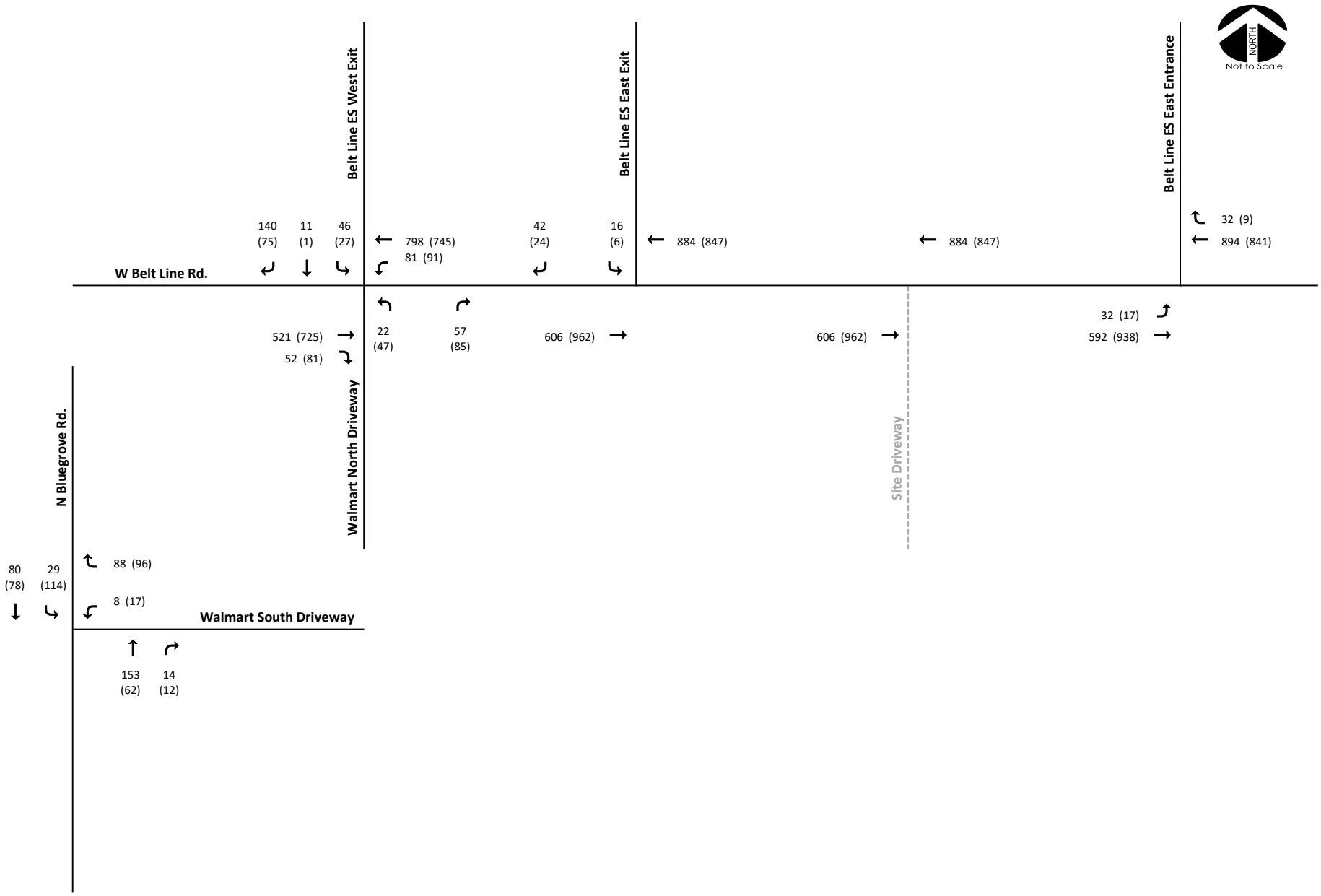


LEGEND: XX (YY) = AM (PM) Peak Hour Traffic Volume

Starbucks - Lancaster

1/27/2023

Exhibit 5. Year 2024 Background Traffic Volumes

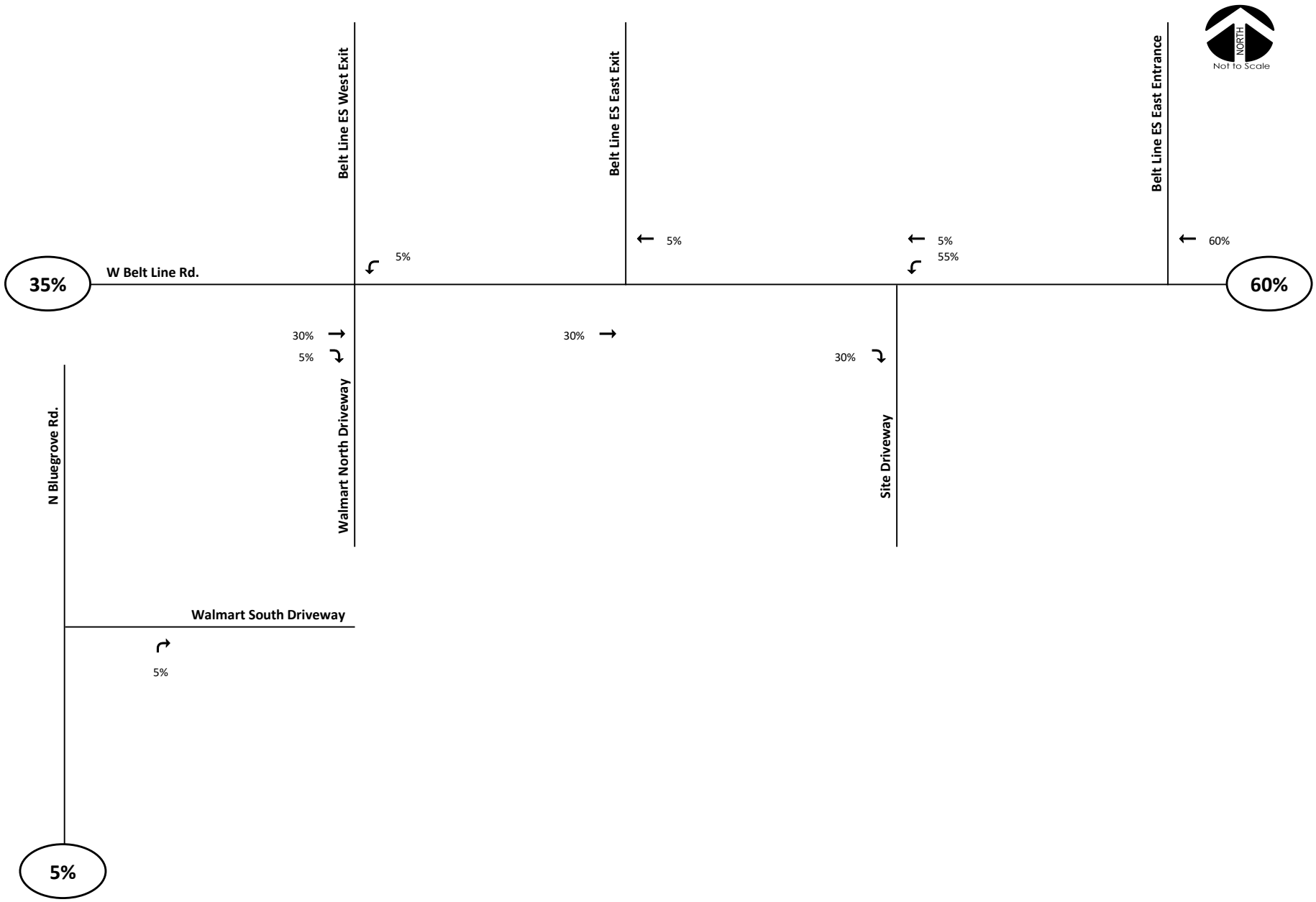


LEGEND: XX (YY) = AM (PM) Peak Hour Traffic Volume

Starbucks - Lancaster

1/27/2023

Exhibit 6. Year 2034 Horizon Year Traffic Volumes

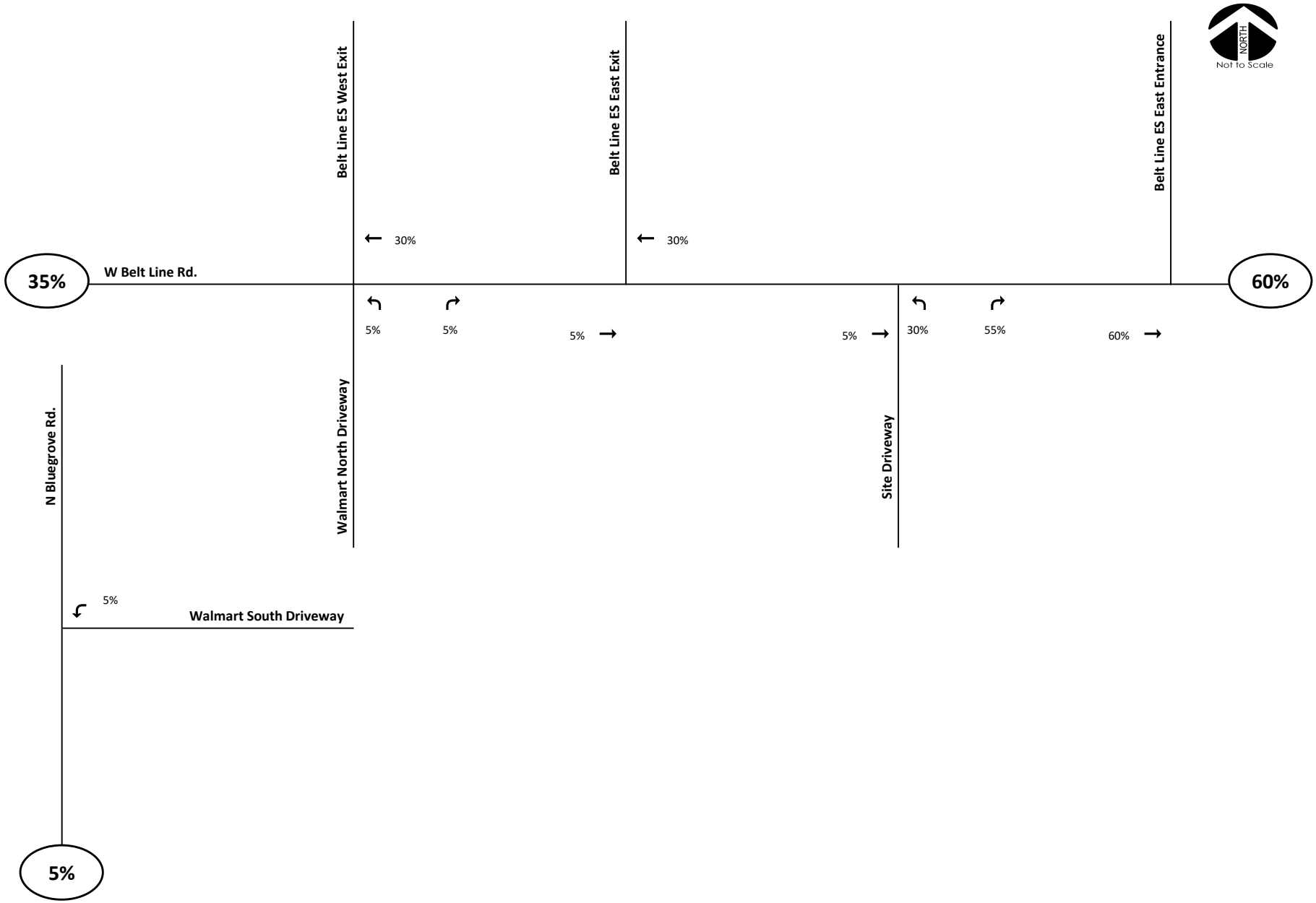


LEGEND: XX % = Trip Distribution

Starbucks - Lancaster

1/27/2023

Exhibit 7. Inbound Trip Distrubution - New Trips

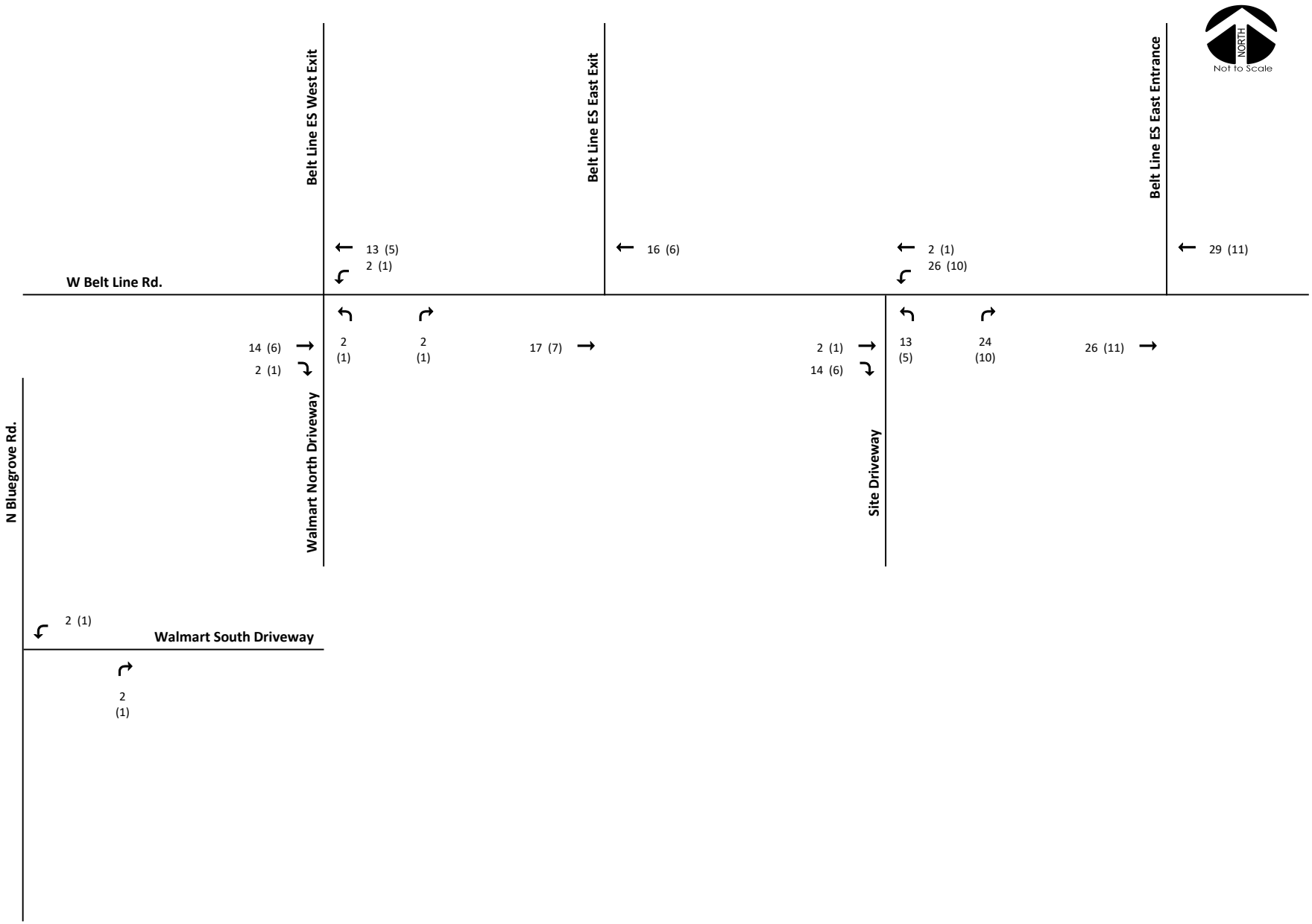


LEGEND: XX % = Trip Distribution

Starbucks - Lancaster

1/27/2023

Exhibit 8. Outbound Trip Distrubution - New Trips

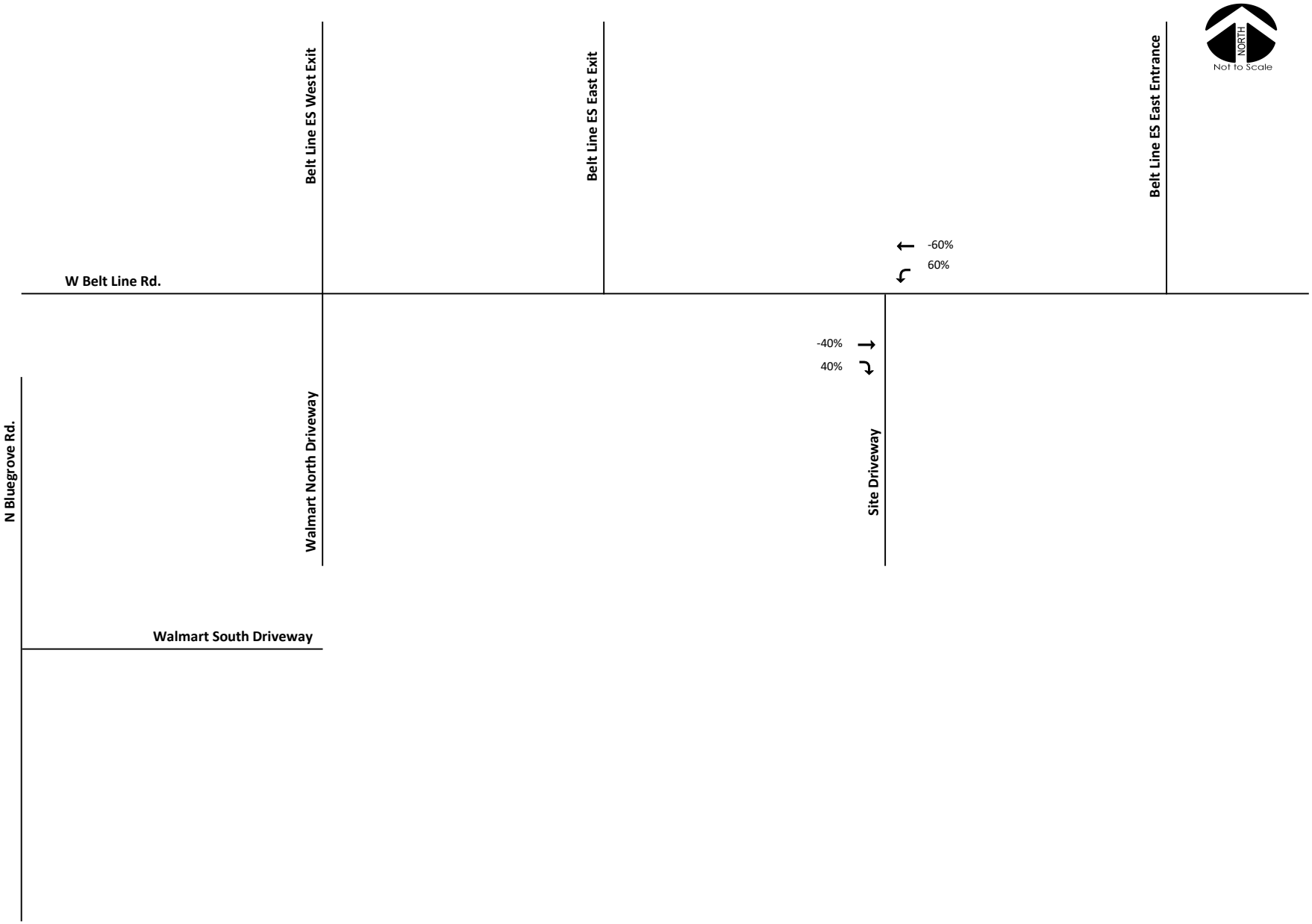


LEGEND: XX (YY) = AM (PM) Peak Hour Traffic Volume

Starbucks - Lancaster

1/27/2023

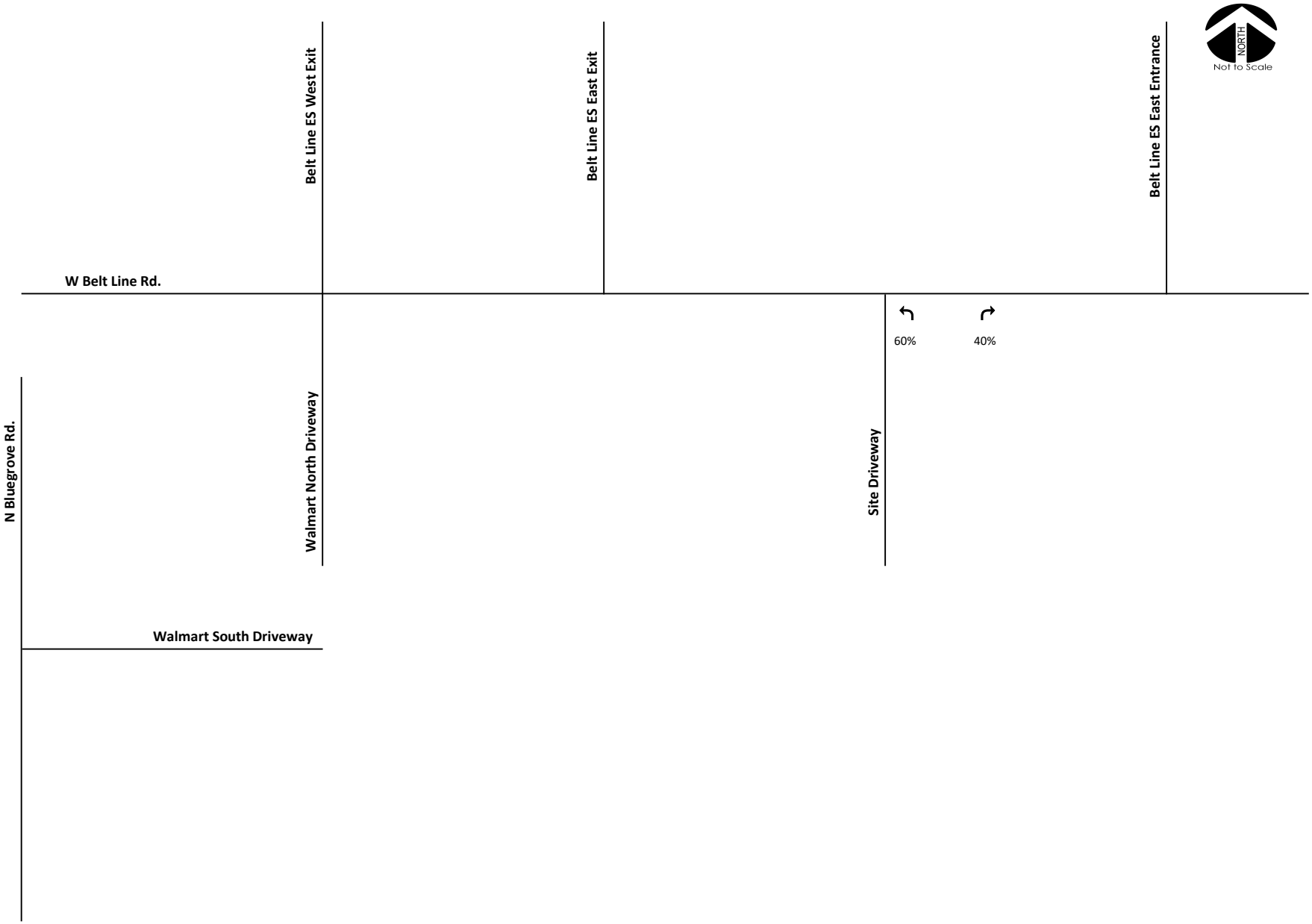
Exhibit 9. Site Traffic Volumes - New Trips



LEGEND: XX % = Trip Distribution

1/27/2023

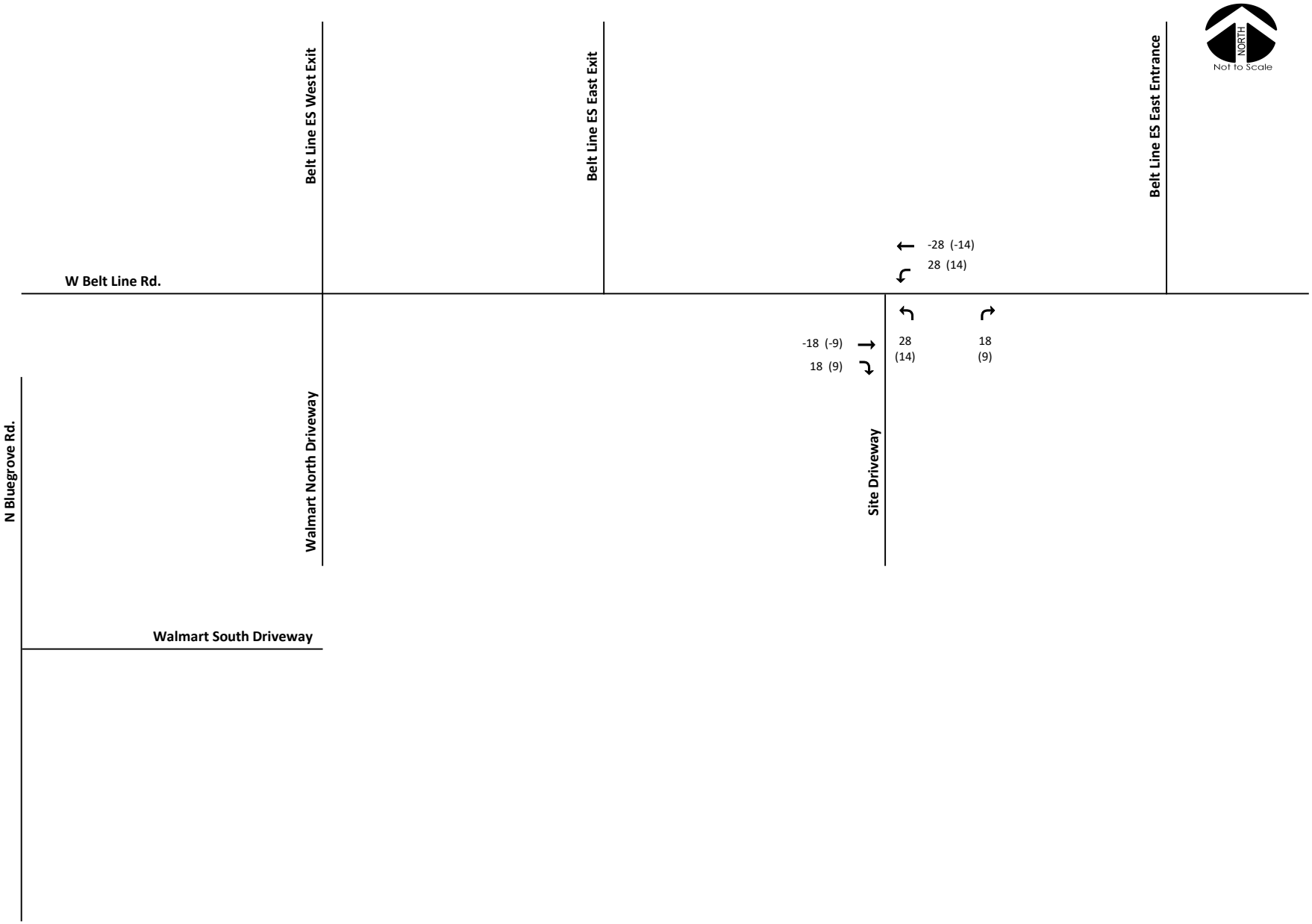
Exhibit 10. Inbound Trip Distrubution - Pass-By Trips



LEGEND: XX% = Trip Distribution

1/27/2023

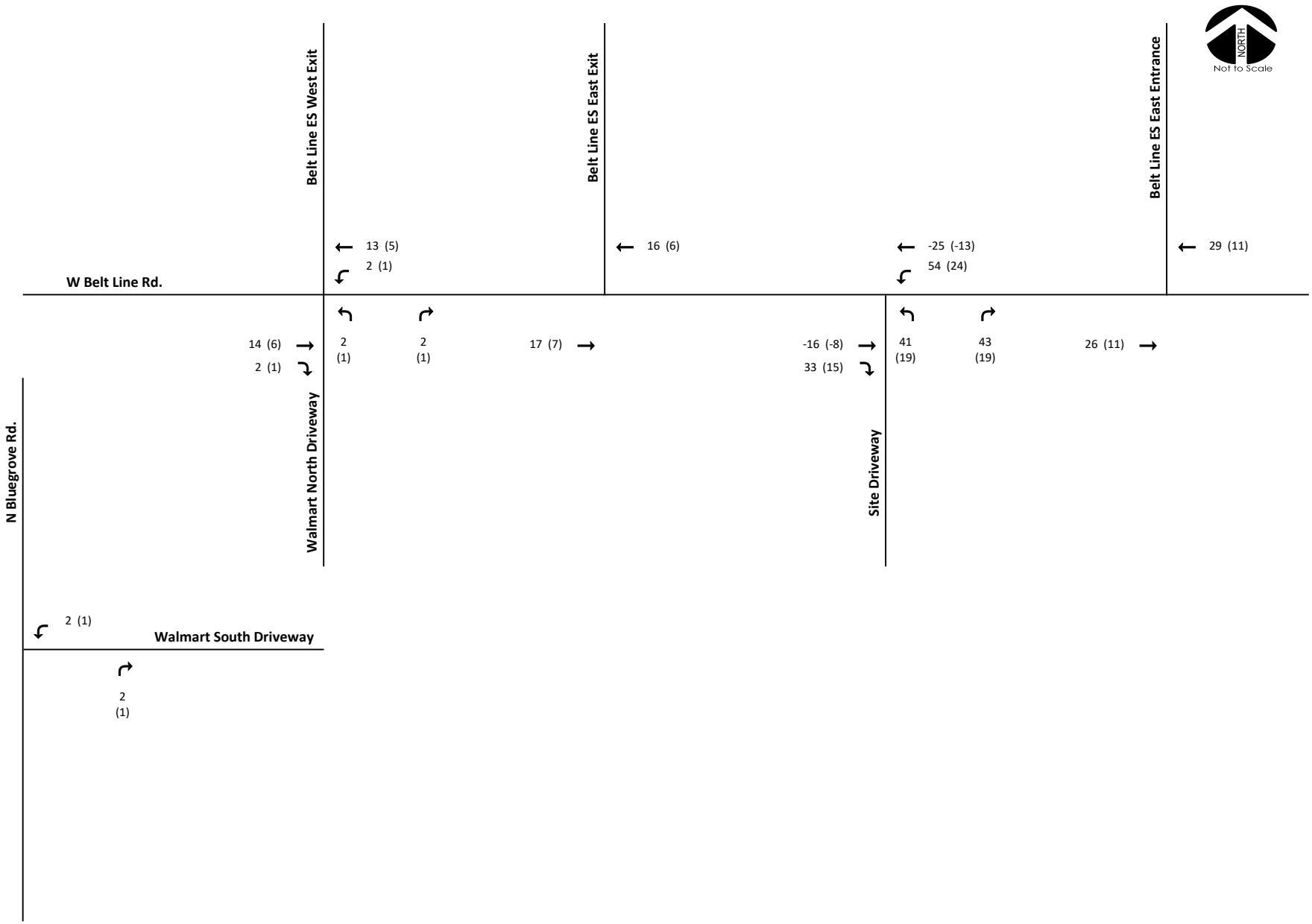
Exhibit 11. Outbound Trip Distrubution - Pass-By Trips



LEGEND: XX (YY) = AM (PM) Peak Hour Traffic Volume

1/27/2023

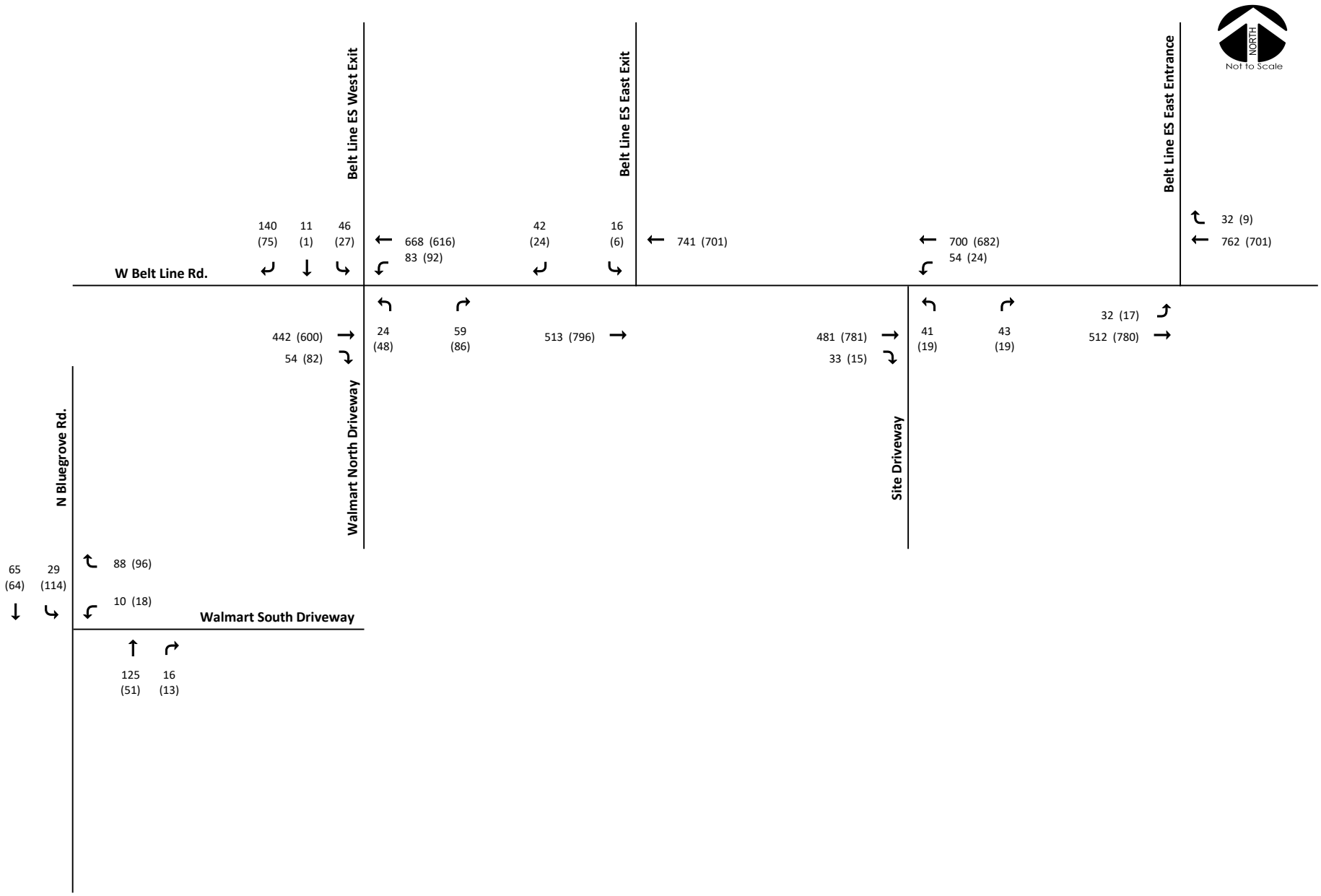
Exhibit 12. Site Traffic Volumes - Pass-By Trips



LEGEND: XX (YY) = AM (PM) Peak Hour Traffic Volume

1/27/2023

Exhibit 13. Total Site Traffic Volumes - New + Pass-By Trips

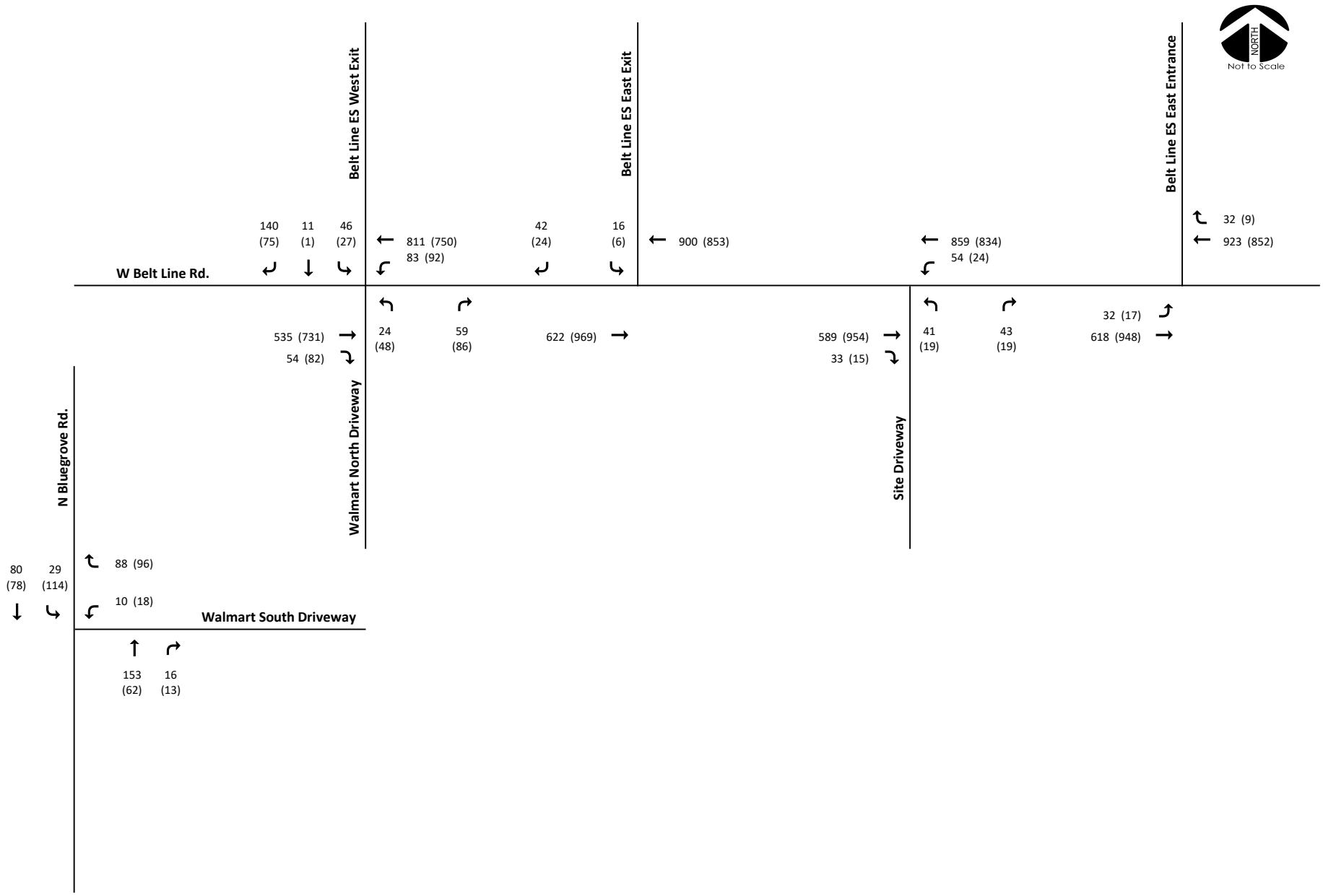


LEGEND: XX (YY) = AM (PM) Peak Hour Traffic Volume

Starbucks - Lancaster

1/27/2023

Exhibit 14. Year 2024 Background Plus Site Traffic Volumes



LEGEND: XX (YY) = AM (PM) Peak Hour Traffic Volume

Starbucks - Lancaster

1/27/2023

Exhibit 15. Year 2034 Background Plus Site Traffic Volumes

TRAFFIC IMPACT ANALYSIS

Intersection Capacity Analysis – Methodology

Intersection capacity analysis was conducted for the study intersections following the guidelines contained in the *Highway Capacity Manual*. Intersections are assigned a "level of service" (LOS) letter grade for the peak hour of traffic based upon the number of lanes at the intersection, traffic volumes, and traffic control. Level of Service A (LOS A) represents light traffic flow (free-flow conditions) while LOS F represents heavy traffic flow (over-capacity conditions). LOS D is typically considered acceptable in the region. Individual movements are also assigned LOS grades. It is important to note that one or more individual movement(s) typically operate at LOS F when the overall intersection is operating at LOS D.

The following table summarizes the LOS criteria for signalized and unsignalized intersections as defined in the *Highway Capacity Manual,* 6th Edition.

Intersection LOS Criteria

	Signalized Intersection Average Total Delay (Seconds/Vehicle)	**Unsignalized Intersection** Average Total Delay (Seconds/Vehicle)
LOS A	≤ 10	≤ 10
LOS B	> 10 - ≤ 20	> 10 - ≤ 15
LOS C	> 20 - ≤ 35	> 15 - ≤ 25
LOS D	> 35 - ≤ 55	> 25 - ≤ 35
LOS E	> 55 - ≤ 80	> 35 - ≤ 50
LOS F	> 80	> 50

Obtained from Highway Capacity Manual, 6th Edition, Exhibits 19-8, 20-2, and 21-8

The LOS calculations for this analysis were conducted in accordance with the *Highway Capacity Manual,* 6th Edition, using *Synchro 11*. Detailed Synchro reports summarizing analysis data for each scenario are provided in the **Appendix**.

Intersection Capacity Analysis

The study area was analyzed considering each scenario (existing, background, and background-plus-site) to determine the projected impact that the proposed development will have on the roadway system. The LOS results are shown in **Table 2**. LOS results are based upon the existing control and lane configurations.

Actual truck traffic percentages were less than 2% per movement, therefore 2% per movement was assumed in the analysis. Based on observations of northbound and southbound vehicles storing in the median on W Belt Line Road at Walmart north driveway/Belt Line Elementary School west exit driveway vehicles were allowed to store there in the analysis.

Table 2. Intersection LOS Summary with Existing and Currently Planned Geometry

Intersection #	Intersection		2023 Existing				2024 Background				2024 Bkgd.-Plus-Site				2034 Background				2034 Bkgd.-Plus-Site			
			AM		PM		AM		PM		AM		PM		AM		PM		AM		PM	
			LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)	LOS	Delay (Sec)
Unsignalized Intersection:		**Approach**																				
101	N. Bluegrove Rd. at	WB	A	(9.8)	A	(9.4)	A	(9.8)	A	(9.4)	A	(9.8)	A	(9.4)	B	(10.1)	A	(9.5)	B	(10.1)	A	(9.5)
	Walmart South Driveway	SBL	A	(7.6)	A	(7.6)	A	(7.6)	A	(7.6)	A	(7.6)	A	(7.6)	A	(7.7)	A	(7.6)	A	(7.7)	A	(7.6)
102	W. Belt Line Rd. at	WBL	A	(8.2)	A	(8.4)	A	(8.2)	A	(8.5)	A	(8.3)	A	(8.5)	A	(8.5)	A	(8.7)	A	(8.5)	A	(8.8)
	Walmart North Driveway/	NB	B	(12.8)	B	(13.2)	B	(13.0)	B	(13.3)	B	(13.4)	B	(13.4)	B	(14.6)	B	(14.8)	C	(15.4)	B	(14.9)
	Belt Line ES West Exit	SB	C	(17.0)	B	(13.5)	C	(17.2)	B	(13.7)	C	(17.8)	B	(13.8)	C	(21.3)	C	(15.5)	C	(22.0)	C	(15.5)
103	W. Belt Line Rd. at	SB	B	(13.2)	B	(11.6)	B	(13.4)	B	(11.8)	B	(13.6)	B	(11.8)	C	(15.9)	B	(13.2)	C	(15.9)	B	(13.3)
	Belt Line ES East Exit																					
104	W. Belt Line Rd. at	WBL									A	(8.6)	B	(10.8)					B	(12.7)	B	(14.1)
	Site Driveway	NB									B	(11.4)	B	(14.9)					A	(9.2)	C	(21.9)
105	W. Belt Line Rd. at	EBL	A	(9.7)	A	(9.3)	A	(9.8)	A	(9.3)	A	(9.9)	A	(9.4)	B	(10.6)	B	(10.0)	B	(10.8)	B	(10.1)
	Belt Line ES East Entrance																					

a) A, B, C, D, E, or F represents the level of service for the turning movement.
b) The number in parenthesis is the average delay (in seconds) for the respective turning movement.
c) When there is no turning movement in the scenario, "--" is noted.
d) NB, SB, EB, WB = Northbound, Southbound, Eastbound, or Westbound; L, T, R = Left, Through, or Right

Intersection Analysis Results

The study intersections are all projected to operate with an overall LOS C or better with the existing and planned roadway geometry.

The City of Lancaster is concerned that the westbound left-turning vehicles into the site could conflict with the nearby Belt Line Elementary School's eastern entrance driveway as shown in **Figure 1**.

Queueing Analysis

There is approximately 80 feet between the driveways which allows 3-4 vehicles to queue between the site driveways. Analysis of both driveways using HCM 6th edition shows the 95th percentile queue of eastbound and westbound left-turning traffic to be less than 1 vehicle, as shown in **Table 3**.

The queueing analysis is further backed up by on-site observations, which occurred on Wednesday January 18, 2023, and Thursday January 19, 2023. During which the maximum eastbound left-turn into Belt Line Elementary School's east entrance driveway was 2 vehicles which occurred 3 times for a maximum of 3 seconds. A school bus was also observed queueing but was quickly able to enter the school driveway. The space between the school driveway and the proposed site driveway can comfortably hold 2 large school buses.

Additionally, the section of roadway between the site driveway and the school's eastern driveway currently has a "striped median" 9-10 feet wide that eastbound vehicles turning left into the school are using as storage allowing eastbound through vehicles to pass. This is shown in a field observation provided in the **Appendix**. This center space between the eastbound and westbound lanes provides enough space so through vehicles do not get caught behind the left-turning vehicles.

Based on site observations and synchro analysis shows that vehicles turning left into the proposed site driveway, or the Belt Line Elementary School's east entrance driveway are not projected to block one another.

Table 3. Queueing Analysis

Intersection #	Intersection		2023 Existing		2024 Background		2024 Bkgd.-Plus-Site		2034 Background		2034 Bkgd.-Plus-Site	
			AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
			Delay (Sec)	Delay (Sec)	Delay (Sec)	Delay (Sec)	Delay (Sec)	Delay (Sec)	Delay (Sec)	Delay (Sec)	Delay (Sec)	Delay (Sec)
Unsignalized Intersection:		**Approach**										
103	W. Belt Line Rd. at Site Driveway	WBL 95th % Veh Queue					0.2 Veh	0.1 Veh			0.2 Veh	0.2 Veh
104	W. Belt Line Rd. at Belt Line ES East Entrance	EBL 95th % Veh Queue	0.1 Veh	0.1 Veh	0.1 Veh	0.1 Veh	0.1 Veh	0.1 Veh	0.2 Veh	0.1 Veh	0.2 Veh	0.1 Veh

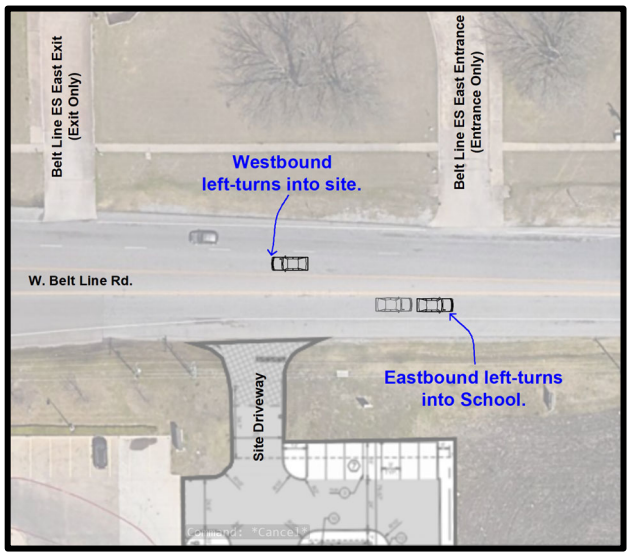


Figure 1. Left-turn Movements

Roadway Link Capacity Analysis — Methodology

Roadway links are roadway segments between intersections. The North Central Texas Council of Governments' (NCTCOG) *Dallas-Fort Worth Regional Travel Model (DFWRTM): Description of the Multimodal Forecasting Process, 2000*, outlines hourly service volume capacities based upon type of roadway function and area. The table below summarizes the roadway link capacities.

NCTCOG Roadway Link Hourly Service Volumes (Capacity)

Area Type	Principal Arterial		Minor Arterial & Frontage Road		Collector & Local Street	
	Median-Divided or One-Way	Undivided, Two-Way	Median-Divided or One-Way	Undivided, Two-Way	Median-Divided or One-Way	Undivided, Two-Way
CBD	725	650	725	650	475	425
Urban	850	775	825	750	525	475
Suburban	925	875	900	825	575	525
Rural	1025	925	975	875	600	550

Obtained from NCTCOG Regional Travel Model, Exhibits 23 and 24

To determine the LOS of a roadway link, the volume-to-capacity ratio (V/C) is calculated using the projected traffic volume and the roadway capacities noted above. A V/C below 1.0 indicates that the roadway is operating under capacity. The NCTCOG's roadway link LOS criteria are summarized in the table below.

NCTCOG Roadway Link LOS Criteria

LOS	Volume-to-Capacity Ratio (V/C)
A/B	≤ 45%
C	> 45% - ≤ 65%
D	> 65% - ≤ 80%
E	> 80% - ≤ 100%
F	> 100%

Obtained from NCTCOG Regional Travel Model, Exhibits 23 and 24

Roadway Link Capacity Analysis

A roadway link capacity analysis was performed considering the peak hour volumes. The LOS results are shown in **Table 4**. As shown, the four (4) lane section of W Belt Line Road west of the site will continue to operate at LOS C or better with the added site-generated traffic in both buildout year 2024 and horizon year 2034. However, the two (2) lane section of W Belt Line Road east of the site is shown to currently operate at LOS E and will operate at LOS F in the horizon year 2034. This condition exist both with and without Starbucks, Starbucks does not worsen the LOS or operating conditions. It is recommended that the City of Lancaster study W Belt Line Road east of N Bluegrove Road to determine if widening of the two (2) lane section to four (4) lanes is required.

Table 4. Roadway Link LOS Summary

Roadway Link	Roadway Capacity			2023 Existing			2024 Background			2024 Bkgd. Plus Site			2034 Background			2034 Bkgd. Plus Site		
	Capacity Per Lane (Veh/Ln)	No. of Lanes	Roadway Capacity	Veh/Hr	V/C	LOS	Veh/Hr	V/C	LOS	Veh/Hr	V/C	LOS	Veh/Hr	V/C	LOS	Veh/Hr	V/C	LOS
AM Peak Hour																		
W. Belt Line Rd., West of Walmart North Driveway																		
Eastbound	925	2	1,850	471	25%	A/B	479	26%	A/B	496	27%	A/B	573	31%	A/B	590	32%	A/B
Westbound	925	2	1,850	804	43%	A/B	817	44%	A/B	832	45%	A/B	960	52%	C	976	53%	C
W. Belt Line Rd., East of Site Driveway																		
Eastbound	925	1	925	508	55%	C	518	56%	C	544	59%	C	624	67%	D	650	70%	D
Westbound	925	2	1,850	719	39%	A/B	733	40%	A/B	762	41%	A/B	894	48%	C	923	50%	C
W. Belt Line Rd., East of Belt Line Elementary School East Entrance																		
Eastbound	925	1	925	476	51%	C	486	52%	C	512	55%	C	592	64%	C	618	67%	D
Westbound	925	1	925	751	81%	E	765	83%	E	794	86%	E	926	100%	F	955	103%	F
PM Peak Hour																		
W. Belt Line Rd., West of Walmart North Driveway																		
Eastbound	925	2	1,850	664	36%	A/B	676	37%	A/B	682	37%	A/B	806	44%	A/B	813	44%	A/B
Westbound	925	2	1,850	721	39%	A/B	733	40%	A/B	739	40%	A/B	867	47%	C	873	47%	C
W. Belt Line Rd., East of Site Driveway																		
Eastbound	925	1	925	774	84%	E	789	85%	E	800	87%	E	962	104%	F	973	105%	F
Westbound	925	2	1,850	681	37%	A/B	695	38%	A/B	706	38%	A/B	847	46%	C	858	46%	C
W. Belt Line Rd., East of Belt Line Elementary School East Entrance																		
Eastbound	925	1	925	754	82%	E	769	83%	E	780	84%	E	938	101%	F	948	103%	F
Westbound	925	1	925	685	74%	D	699	76%	D	710	77%	D	850	92%	E	861	93%	E

Veh/Hr = Vehicles per Hour; V/C = Volume-to-Capacity Ratio; LOS = Level of Service

SITE ACCESS REVIEW

Auxiliary Lane Analysis

Projected right turning-movement volumes into the site driveway are all below 35 vehicles per hour during the peak hour. Considering the projected site-generated volumes and existing/projected through volumes, a right-turn, deceleration lane is not recommended at the site driveway.

The projected left turning-movement volumes into the site driveway are all below 55 vehicles during the peak hour. Based on the low delay expected by the analysis the existing geometry is projected to accommodate the turning vehicles.

Sight Distance Analysis

Sight distances were evaluated to ensure that motorists can safely maneuver to/from the site driveways. The sight distances criteria as provided in AASHTO's 2018 *A Policy on Geometric Design of Highways and Streets,* 7th Edition, are provided in **Table 5**.

Based upon a review of the driveway locations and a site visit, the site driveway provides adequate sight distance to satisfy AASHTO's criteria.

Table 5. Sight Distance Summary

Intersection	Major Road Speed Limit	Sight Distance Scenario	Required (Feet)	Provided (Feet)	Satisfies Criteria?
W. Belt Line Rd. at Site Driveway	45 MPH	Left Turn from Minor Road (Case B1)	530	>800	YES
		Right Turn from Minor Road (Case B2)	430	>800	YES
		Left Turn from Major Road (Case F)	400	>800	YES

Access Spacing Review

The City of Lancaster requires driveways to be spaced a minimum distance from streets and other driveways, as noted in Section 14.1611 (d) of the City of Lancaster, Texas, *Lancaster Development Code.* The access spacing review for the proposed development is summarized below in **Table 8**. As shown, the proposed driveway does not satisfy the City's driveway spacing criteria. It is recommended that the proposed driveway location be approved.

Table 6. Access Driveway Spacing Summary

Spacing Between	Lancaster Access Spacing Distance (Feet)	Provided Access Spacing Distance (Feet)	Satisfies Spacing Criteria?
W. Belt Line Road			
Walmart North Driveway and Site Driveway	500	~170	NO
Site Driveway and Cloverleaf Drive	500	~1,430	YES

CONCLUSIONS AND RECOMMENDATIONS

Lambeth Engineering Associates, PLLC, conducted a traffic impact analysis for a proposed Starbucks, in Lancaster, Texas. This TIA was conducted to support approval of the site.

The project is planned to be completed in 2024 and consists of a 2,140 SF coffee shop with drive-through window.

This study evaluated the impact that the proposed development will have on the surrounding roadway network and provides recommended mitigation measures needed to maintain acceptable roadway conditions. Below is a summary of findings from the analyses presented in this report.

- The roadway intersections are shown to operate with an overall LOS C or better considering existing, background, and background-plus-site traffic volumes.
- The roadway link analysis shows the four-lane section of W Belt Line Road operates at LOS C or better considering existing, background, and background-plus-site traffic volume.

  The roadway link analysis shows the two-lane section of W Belt Line Road operates at LOS E considering existing, 2024 background and 2024 background-plus site traffic volumes. Starbucks does not impact the link LOS and does not have a significant impact on the operation of Belt Line Road.
- The left-turns queues into the Site Driveway and Belt Line Elementary School's east entrance driveway are not expected to block each other based on synchro analysis and on-site observations.
- The provide site driveway has adequate sight distance, providing more than AASHTO's criteria.
- The proposed site driveway does not satisfy the City of Lancaster's driveway spacing criteria. It is recommended the proposed location be approved.

As shown in the intersection analysis, the intersections are projected to continue operating at LOS C or better with the addition of Starbucks. The *Synchro* intersection analysis indicates the study area intersections will have less than a one-second delay with the addition of Starbucks. (*The maximum increase in delay in 2024 AM is 0.6 seconds and in 2034 AM is 0.8 seconds. The 2024 and 2034 PM max increase in delay is 0.1 seconds.)*

The link LOS remains the same with Starbucks. Therefore, the analysis shows that the proposed development is not expected to have a significant impact on the surrounding roadway network.

END

Appendix

A. Site Pictures
B. Existing Traffic Volumes
C. Historical Traffic Volumes
D. Synchro Analysis Results
E. On-Site Observations

Appendix A
Site Pictures

Lancaster Starbucks

1360 W. Belt Line Road, Lancaster, TX

Driveway 1 - Looking Across Belt Line Road

Driveway 1 - Looking Left, to the West

Driveway 1 - Looking Right, to the East

Lancaster Starbucks

1360 W. Belt Line Road, Lancaster, TX

"Striped Median," Westbound Turning Left Into Site

Eastbound, Left-turning Vehicle Waiting in the "Striped Median"

Westbound Looking across to Site

Appendix B
Existing Traffic Volumes

4. Bluegrove Road at Walmart Driveway - TMC

Tue Jan 17, 2023
Full Length (7 AM-9 AM, 3 PM-5 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028784, Location: 32.591085, -96.787409

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg	Bluegrove Road					Walmart Driveway					Bluegrove Road					
Direction	Southbound					Westbound					Northbound					
Time	T	L	U	**App**	Ped*	R	L	U	**App**	Ped*	R	T	U	**App**	Ped*	**Int**
2023-01-17 7:00AM	14	4	0	**18**	0	14	4	0	**18**	0	1	27	0	**28**	0	**64**
7:15AM	31	5	0	**36**	0	17	2	0	**19**	0	6	42	0	**48**	0	**103**
7:30AM	9	10	0	**19**	0	23	2	0	**25**	0	5	34	0	**39**	0	**83**
7:45AM	10	10	0	**20**	0	34	0	0	**34**	0	2	20	0	**22**	0	**76**
Hourly Total	64	29	0	**93**	0	88	8	0	**96**	0	14	123	0	**137**	0	**326**
8:00AM	8	6	0	**14**	0	12	2	0	**14**	0	6	5	0	**11**	0	**39**
8:15AM	5	4	0	**9**	0	9	3	0	**12**	0	3	7	0	**10**	0	**31**
8:30AM	7	10	0	**17**	0	5	2	0	**7**	0	0	5	0	**5**	0	**29**
8:45AM	6	7	0	**13**	0	7	1	0	**8**	0	0	5	0	**5**	0	**26**
Hourly Total	26	27	0	**53**	0	33	8	0	**41**	0	9	22	0	**31**	0	**125**
3:00PM	15	13	0	**28**	0	22	3	0	**25**	0	3	6	0	**9**	0	**62**
3:15PM	15	12	0	**27**	0	20	3	0	**23**	0	7	28	0	**35**	0	**85**
3:30PM	11	19	0	**30**	0	20	3	0	**23**	0	2	26	0	**28**	0	**81**
3:45PM	19	29	0	**48**	0	17	5	0	**22**	0	3	11	0	**14**	0	**84**
Hourly Total	60	73	0	**133**	0	79	14	0	**93**	0	15	71	0	**86**	0	**312**
4:00PM	13	25	1	**39**	0	27	7	0	**34**	0	6	11	0	**17**	0	**90**
4:15PM	17	25	0	**42**	0	27	3	0	**30**	0	2	19	0	**21**	0	**93**
4:30PM	14	34	0	**48**	0	25	2	0	**27**	0	1	9	0	**10**	0	**85**
4:45PM	15	25	0	**40**	0	21	2	0	**23**	0	1	7	0	**8**	0	**71**
Hourly Total	59	109	1	**169**	0	100	14	0	**114**	0	10	46	0	**56**	0	**339**
Total	209	238	1	**448**	0	300	44	0	**344**	0	48	262	0	**310**	0	**1102**
% Approach	46.7%	53.1%	0.2%	**-**	-	87.2%	12.8%	0%	**-**	-	15.5%	84.5%	0%	**-**	-	**-**
% Total	19.0%	21.6%	0.1%	**40.7%**	-	27.2%	4.0%	0%	**31.2%**	-	4.4%	23.8%	0%	**28.1%**	-	**-**
Lights	191	238	1	**430**	-	300	44	0	**344**	-	48	242	0	**290**	-	1064
% Lights	91.4%	100%	100%	**96.0%**	-	100%	100%	0%	**100%**	-	100%	92.4%	0%	**93.5%**	-	96.6%
Articulated Trucks	3	0	0	**3**	-	0	0	0	**0**	-	0	3	0	**3**	-	6
% Articulated Trucks	1.4%	0%	0%	**0.7%**	-	0%	0%	0%	**0%**	-	0%	1.1%	0%	**1.0%**	-	0.5%
Buses and Single-Unit Trucks	15	0	0	**15**	-	0	0	0	**0**	-	0	17	0	**17**	-	32
% Buses and Single-Unit Trucks	7.2%	0%	0%	**3.3%**	-	0%	0%	0%	**0%**	-	0%	6.5%	0%	**5.5%**	-	2.9%
Pedestrians	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

4. Bluegrove Road at Walmart Driveway - TMC
Tue Jan 17, 2023
Full Length (7 AM-9 AM, 3 PM-5 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028784, Location: 32.591085, -96.787409

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
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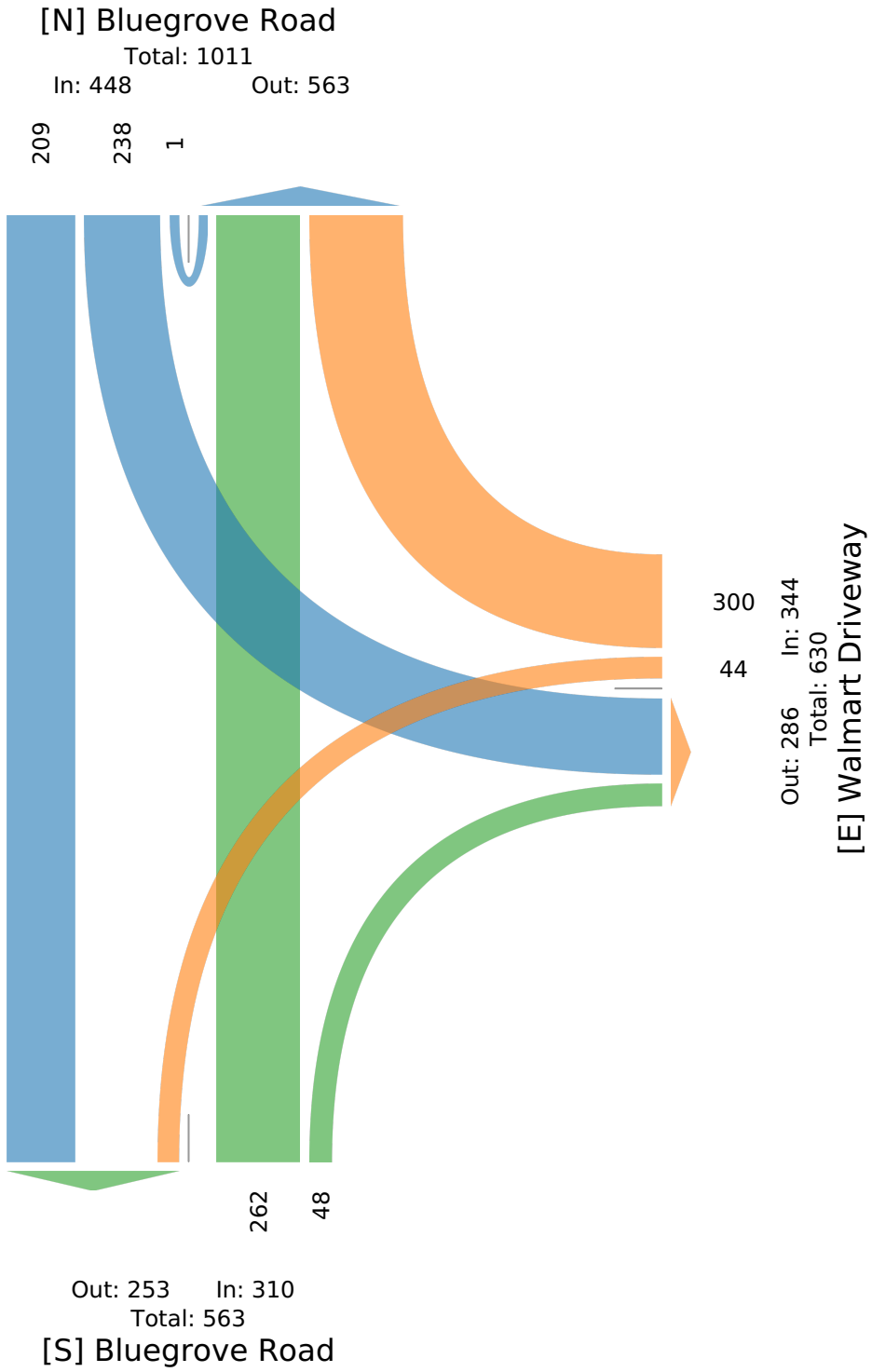


4. Bluegrove Road at Walmart Driveway - TMC

Tue Jan 17, 2023
AM Peak (7 AM - 8 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028784, Location: 32.591085, -96.787409

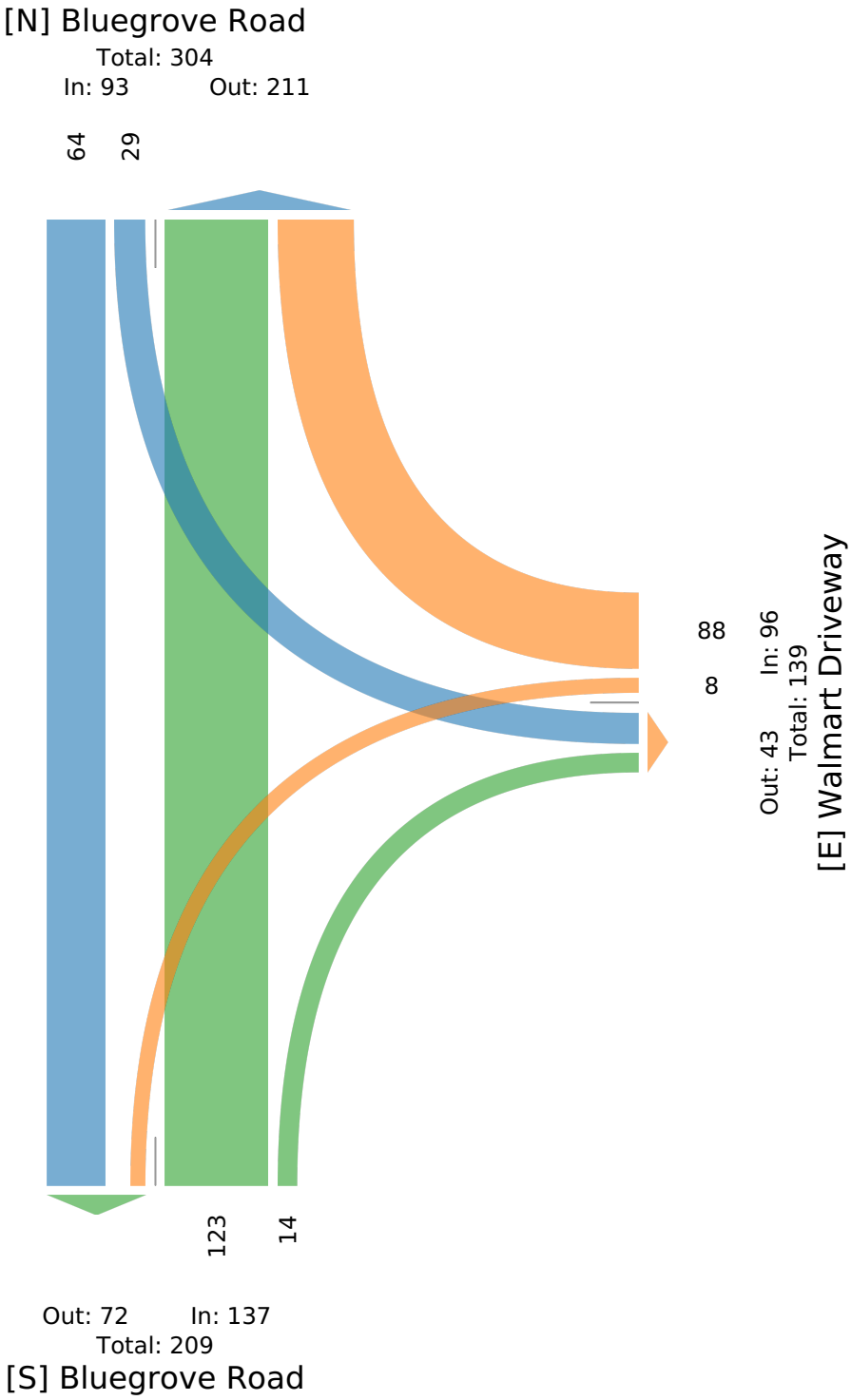
CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	Bluegrove Road Southbound					Walmart Driveway Westbound					Bluegrove Road Northbound					
Time	T	L	U	**App**	Ped*	R	L	U	**App**	Ped*	R	T	U	**App**	Ped*	**Int**
2023-01-17 7:00AM	14	4	0	**18**	0	14	4	0	**18**	0	1	27	0	**28**	0	**64**
7:15AM	31	5	0	**36**	0	17	2	0	**19**	0	6	42	0	**48**	0	**103**
7:30AM	9	10	0	**19**	0	23	2	0	**25**	0	5	34	0	**39**	0	**83**
7:45AM	10	10	0	**20**	0	34	0	0	**34**	0	2	20	0	**22**	0	**76**
Total	64	29	0	**93**	0	88	8	0	**96**	0	14	123	0	**137**	0	**326**
% Approach	68.8%	31.2%	0%	**-**	-	91.7%	8.3%	0%	**-**	-	10.2%	89.8%	0%	**-**	-	-
% Total	19.6%	8.9%	0%	**28.5%**	-	27.0%	2.5%	0%	**29.4%**	-	4.3%	37.7%	0%	**42.0%**	-	-
PHF	0.516	0.725	-	**0.646**	-	0.647	0.500	-	**0.706**	-	0.583	0.732	-	**0.714**	-	0.791
Lights	61	29	0	**90**	-	88	8	0	**96**	-	14	118	0	**132**	-	318
% Lights	95.3%	100%	0%	**96.8%**	-	100%	100%	0%	**100%**	-	100%	95.9%	0%	**96.4%**	-	97.5%
Articulated Trucks	1	0	0	**1**	-	0	0	0	**0**	-	0	2	0	**2**	-	3
% Articulated Trucks	1.6%	0%	0%	**1.1%**	-	0%	0%	0%	**0%**	-	0%	1.6%	0%	**1.5%**	-	0.9%
Buses and Single-Unit Trucks	2	0	0	**2**	-	0	0	0	**0**	-	0	3	0	**3**	-	5
% Buses and Single-Unit Trucks	3.1%	0%	0%	**2.2%**	-	0%	0%	0%	**0%**	-	0%	2.4%	0%	**2.2%**	-	1.5%
Pedestrians	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

4. Bluegrove Road at Walmart Driveway - TMC
Tue Jan 17, 2023
AM Peak (7 AM - 8 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028784, Location: 32.591085, -96.787409

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



4. Bluegrove Road at Walmart Driveway - TMC

Tue Jan 17, 2023
PM Peak (3:45 PM - 4:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028784, Location: 32.591085, -96.787409

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	Bluegrove Road Southbound					Walmart Driveway Westbound					Bluegrove Road Northbound					
Time	T	L	U	**App**	Ped*	R	L	U	**App**	Ped*	R	T	U	**App**	Ped*	**Int**
2023-01-17 3:45PM	19	29	0	**48**	0	17	5	0	**22**	0	3	11	0	**14**	0	**84**
4:00PM	13	25	1	**39**	0	27	7	0	**34**	0	6	11	0	**17**	0	**90**
4:15PM	17	25	0	**42**	0	27	3	0	**30**	0	2	19	0	**21**	0	**93**
4:30PM	14	34	0	**48**	0	25	2	0	**27**	0	1	9	0	**10**	0	**85**
Total	63	113	1	**177**	0	96	17	0	**113**	0	12	50	0	**62**	0	**352**
% Approach	35.6%	63.8%	0.6%	**-**	-	85.0%	15.0%	0%	**-**	-	19.4%	80.6%	0%	**-**	-	**-**
% Total	17.9%	32.1%	0.3%	**50.3%**	-	27.3%	4.8%	0%	**32.1%**	-	3.4%	14.2%	0%	**17.6%**	-	**-**
PHF	0.829	0.831	0.250	**0.922**	-	0.889	0.607	-	**0.831**	-	0.500	0.658	-	**0.738**	-	0.946
Lights	56	113	1	**170**	-	96	17	0	**113**	-	12	48	0	**60**	-	343
% Lights	88.9%	100%	100%	**96.0%**	-	100%	100%	0%	**100%**	-	100%	96.0%	0%	**96.8%**	-	97.4%
Articulated Trucks	1	0	0	**1**	-	0	0	0	**0**	-	0	1	0	**1**	-	2
% Articulated Trucks	1.6%	0%	0%	**0.6%**	-	0%	0%	0%	**0%**	-	0%	2.0%	0%	**1.6%**	-	0.6%
Buses and Single-Unit Trucks	6	0	0	**6**	-	0	0	0	**0**	-	0	1	0	**1**	-	7
% Buses and Single-Unit Trucks	9.5%	0%	0%	**3.4%**	-	0%	0%	0%	**0%**	-	0%	2.0%	0%	**1.6%**	-	2.0%
Pedestrians	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

4. Bluegrove Road at Walmart Driveway - TMC
Tue Jan 17, 2023
PM Peak (3:45 PM - 4:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028784, Location: 32.591085, -96.787409

CJ Hensch & Associates, Inc.
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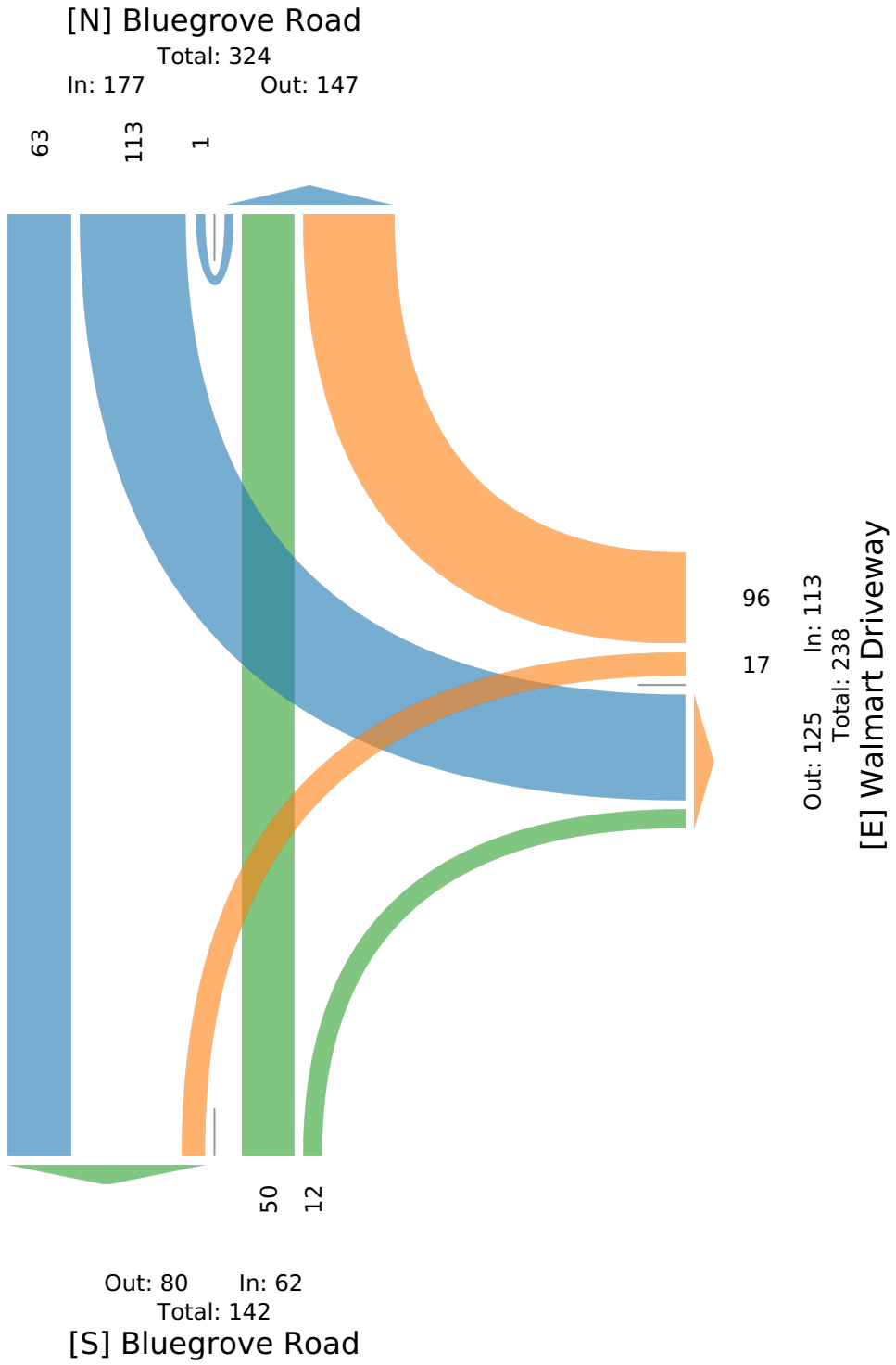
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



1. W Belt Line Road at School West Driveway/... - TMC

Thu Jan 19, 2023
Full Length (7 AM-9 AM, 3 PM-5 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028781, Location: 32.592187, -96.7867

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg	School West Driveway						W Belt Line Road						Walmart Driveway						W Belt Line Road						
Direction	Southbound						Westbound						Northbound						Eastbound						
Time	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	R	T	L	U	App	Ped*	Int
2023-01-19 7:00AM	0	0	0	0	**0**	0	0	159	12	0	**171**	0	7	0	6	0	**13**	0	9	109	0	0	**118**	0	**302**
7:15AM	6	0	0	0	**6**	0	1	159	18	1	**179**	0	14	0	7	0	**21**	0	13	101	0	2	**116**	0	**322**
7:30AM	61	6	16	0	**83**	0	0	204	25	0	**229**	0	10	0	2	0	**12**	0	12	111	0	0	**123**	0	**447**
7:45AM	65	5	26	0	**96**	0	0	171	25	1	**197**	0	19	0	4	0	**23**	0	9	104	0	0	**113**	0	**429**
Hourly Total	132	11	42	0	**185**	0	1	693	80	2	**776**	0	50	0	19	0	**69**	0	43	425	0	2	**470**	0	**1500**
8:00AM	8	0	4	0	**12**	0	1	138	11	0	**150**	0	14	0	9	0	**23**	0	18	103	0	0	**121**	0	**306**
8:15AM	1	0	0	0	**1**	0	1	124	11	0	**136**	0	10	0	8	0	**18**	0	11	66	0	0	**77**	0	**232**
8:30AM	2	0	0	0	**2**	0	0	78	3	0	**81**	0	15	1	7	0	**23**	0	11	66	1	0	**78**	0	**184**
8:45AM	1	0	0	0	**1**	0	1	88	11	0	**100**	0	7	0	12	0	**19**	0	7	60	0	0	**67**	0	**187**
Hourly Total	12	0	4	0	**16**	0	3	428	36	0	**467**	0	46	1	36	0	**83**	0	47	295	1	0	**343**	0	**909**
3:00PM	0	0	0	0	**0**	0	0	117	10	0	**127**	0	12	0	16	0	**28**	0	19	100	0	0	**119**	0	**274**
3:15PM	4	0	0	0	**4**	1	0	145	14	1	**160**	1	17	0	13	0	**30**	0	21	116	0	0	**137**	0	**331**
3:30PM	16	0	7	0	**23**	1	0	148	17	0	**165**	1	17	0	14	0	**31**	0	17	148	1	0	**166**	0	**385**
3:45PM	47	0	14	0	**61**	0	0	156	27	0	**183**	0	20	2	9	0	**31**	0	20	132	0	0	**152**	0	**427**
Hourly Total	67	0	21	0	**88**	2	0	566	68	1	**635**	2	66	2	52	0	**120**	0	77	496	1	0	**574**	0	**1417**
4:00PM	9	1	4	0	**14**	2	0	152	16	0	**168**	0	24	0	13	0	**37**	0	21	149	0	0	**170**	0	**389**
4:15PM	3	0	2	0	**5**	0	1	143	30	1	**175**	0	24	0	11	0	**35**	0	23	154	0	0	**177**	1	**392**
4:30PM	2	1	0	0	**3**	0	0	130	21	0	**151**	0	31	0	18	0	**49**	0	27	129	0	0	**156**	0	**359**
4:45PM	0	0	0	0	**0**	0	0	129	19	0	**148**	0	34	0	15	0	**49**	0	28	145	0	0	**173**	0	**370**
Hourly Total	14	2	6	0	**22**	2	1	554	86	1	**642**	0	113	0	57	0	**170**	0	99	577	0	0	**676**	1	**1510**
Total	225	13	73	0	**311**	4	5	2241	270	4	**2520**	2	275	3	164	0	**442**	0	266	1793	2	2	**2063**	1	**5336**
% Approach	72.3%	4.2%	23.5%	0%	**-**	-	0.2%	88.9%	10.7%	0.2%	**-**	-	62.2%	0.7%	37.1%	0%	**-**	-	12.9%	86.9%	0.1%	0.1%	**-**	-	**-**
% Total	4.2%	0.2%	1.4%	0%	**5.8%**	-	0.1%	42.0%	5.1%	0.1%	**47.2%**	-	5.2%	0.1%	3.1%	0%	**8.3%**	-	5.0%	33.6%	0%	0%	**38.7%**	-	**-**
Lights	225	13	73	0	**311**	-	5	2156	270	4	**2435**	-	273	3	164	0	**440**	-	263	1719	1	2	**1985**	-	5171
% Lights	100%	100%	100%	0%	**100%**	-	100%	96.2%	100%	100%	**96.6%**	-	99.3%	100%	100%	0%	**99.5%**	-	98.9%	95.9%	50.0%	100%	**96.2%**	-	96.9%
Articulated Trucks	0	0	0	0	**0**	-	0	29	0	0	**29**	-	1	0	0	0	**1**	-	2	18	1	0	**21**	-	51
% Articulated Trucks	0%	0%	0%	0%	**0%**	-	0%	1.3%	0%	0%	**1.2%**	-	0.4%	0%	0%	0%	**0.2%**	-	0.8%	1.0%	50.0%	0%	**1.0%**	-	1.0%
Buses and Single-Unit Trucks	0	0	0	0	**0**	-	0	56	0	0	**56**	-	1	0	0	0	**1**	-	1	56	0	0	**57**	-	114
% Buses and Single-Unit Trucks	0%	0%	0%	0%	**0%**	-	0%	2.5%	0%	0%	**2.2%**	-	0.4%	0%	0%	0%	**0.2%**	-	0.4%	3.1%	0%	0%	**2.8%**	-	2.1%
Pedestrians	-	-	-	-	-	2	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	
% Pedestrians	-	-	-	-	-	50.0%	-	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	2	-	-	-	-	-	2	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	50.0%	-	-	-	-	-	100%	-	-	-	-	-	-	-	-	-	-	-	0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. W Belt Line Road at School West Driveway/... - TMC
Thu Jan 19, 2023
Full Length (7 AM-9 AM, 3 PM-5 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028781, Location: 32.592187, -96.7867

CJ Hensch & Associates, Inc.
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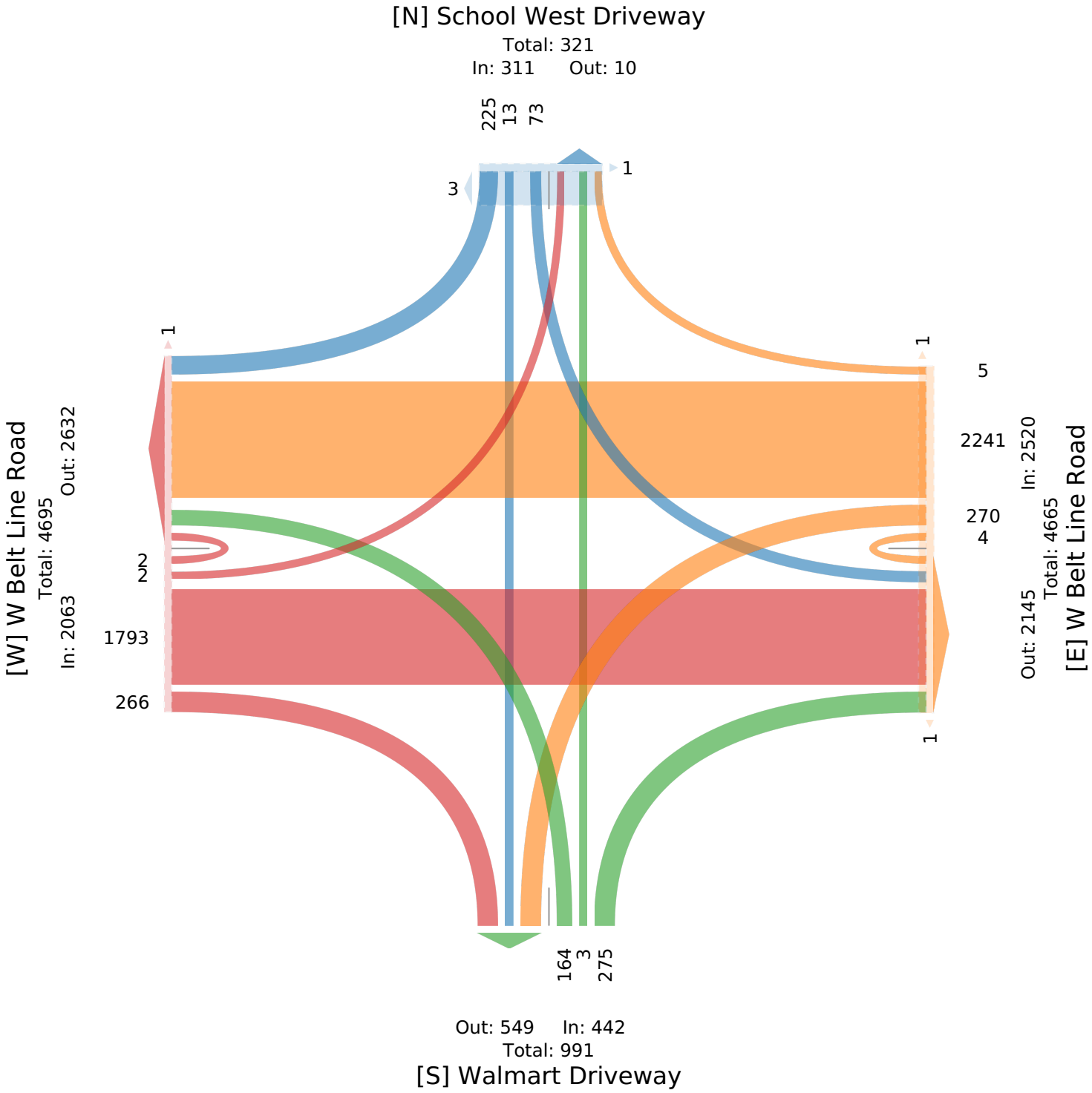

1. W Belt Line Road at School West Driveway/... - TMC

Thu Jan 19, 2023
AM Peak (7:15 AM - 8:15 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028781, Location: 32.592187, -96.7867

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	School West Driveway Southbound						W Belt Line Road Westbound						Walmart Driveway Northbound						W Belt Line Road Eastbound						
Time	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	**Int**
2023-01-19 7:15AM	6	0	0	0	**6**	0	1	159	18	1	**179**	0	14	0	7	0	**21**	0	13	101	0	2	**116**	0	**322**
7:30AM	61	6	16	0	**83**	0	0	204	25	0	**229**	0	10	0	2	0	**12**	0	12	111	0	0	**123**	0	**447**
7:45AM	65	5	26	0	**96**	0	0	171	25	1	**197**	0	19	0	4	0	**23**	0	9	104	0	0	**113**	0	**429**
8:00AM	8	0	4	0	**12**	0	1	138	11	0	**150**	0	14	0	9	0	**23**	0	18	103	0	0	**121**	0	**306**
Total	140	11	46	0	**197**	0	2	672	79	2	**755**	0	57	0	22	0	**79**	0	52	419	0	2	**473**	0	**1504**
% Approach	71.1%	5.6%	23.4%	0%	**-**	-	0.3%	89.0%	10.5%	0.3%	**-**	-	72.2%	0%	27.8%	0%	**-**	-	11.0%	88.6%	0%	0.4%	**-**	-	**-**
% Total	9.3%	0.7%	3.1%	0%	**13.1%**	-	0.1%	44.7%	5.3%	0.1%	**50.2%**	-	3.8%	0%	1.5%	0%	**5.3%**	-	3.5%	27.9%	0%	0.1%	**31.4%**	-	**-**
PHF	0.538	0.458	0.442	-	**0.513**	-	0.500	0.824	0.790	0.500	**0.824**	-	0.750	-	0.611	-	**0.859**	-	0.722	0.944	-	0.250	**0.961**	-	0.841
Lights	140	11	46	0	**197**	-	2	644	79	2	**727**	-	55	0	22	0	**77**	-	50	401	0	2	**453**	-	1454
% Lights	100%	100%	100%	0%	**100%**	-	100%	95.8%	100%	100%	**96.3%**	-	96.5%	0%	100%	0%	**97.5%**	-	96.2%	95.7%	0%	100%	**95.8%**	-	96.7%
Articulated Trucks	0	0	0	0	**0**	-	0	9	0	0	**9**	-	1	0	0	0	**1**	-	1	3	0	0	**4**	-	14
% Articulated Trucks	0%	0%	0%	0%	**0%**	-	0%	1.3%	0%	0%	**1.2%**	-	1.8%	0%	0%	0%	**1.3%**	-	1.9%	0.7%	0%	0%	**0.8%**	-	0.9%
Buses and Single-Unit Trucks	0	0	0	0	**0**	-	0	19	0	0	**19**	-	1	0	0	0	**1**	-	1	15	0	0	**16**	-	36
% Buses and Single-Unit Trucks	0%	0%	0%	0%	**0%**	-	0%	2.8%	0%	0%	**2.5%**	-	1.8%	0%	0%	0%	**1.3%**	-	1.9%	3.6%	0%	0%	**3.4%**	-	2.4%
Pedestrians	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. W Belt Line Road at School West Driveway/... - TMC
Thu Jan 19, 2023
AM Peak (7:15 AM - 8:15 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028781, Location: 32.592187, -96.7867

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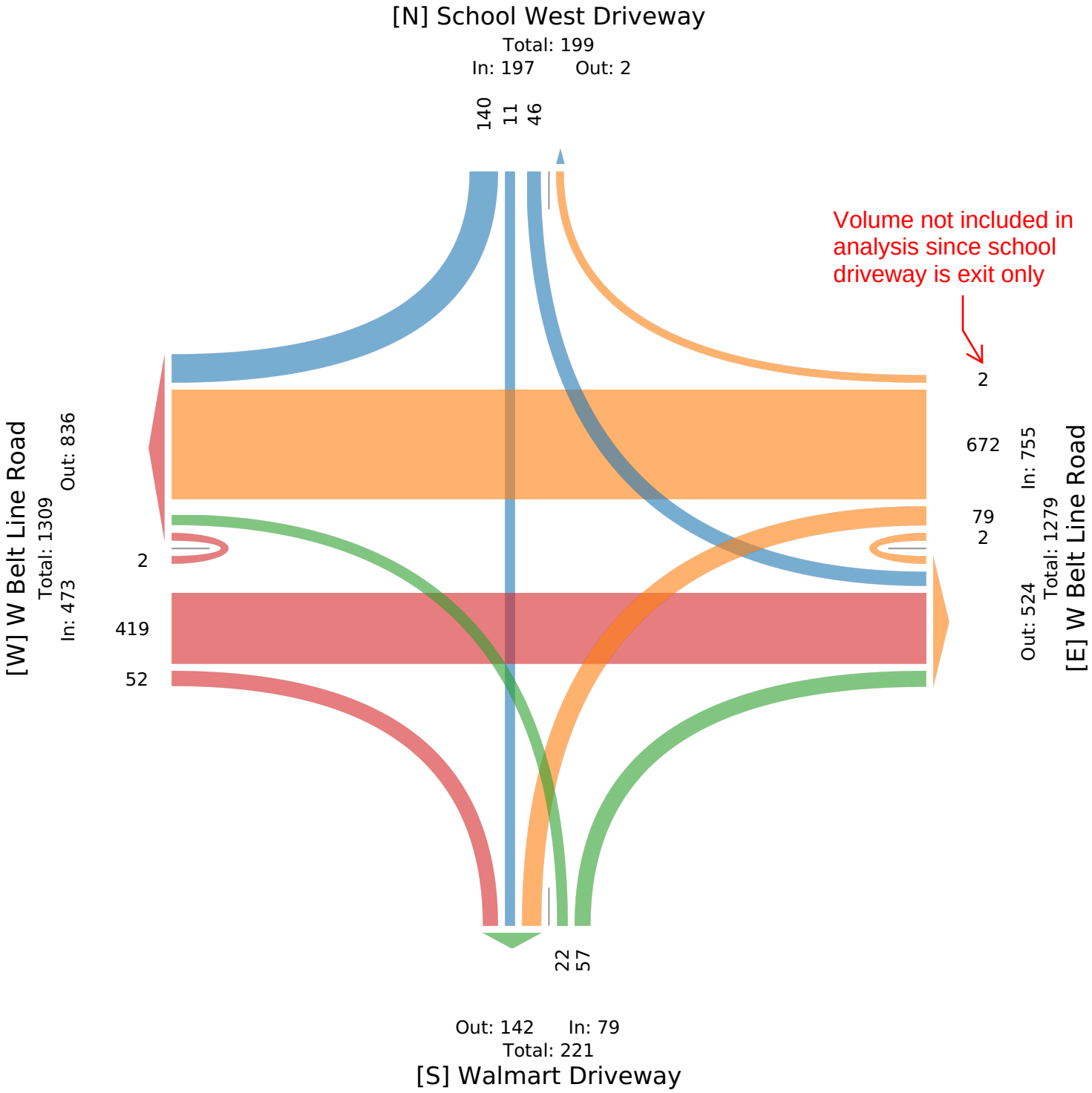


1. W Belt Line Road at School West Driveway/... - TMC

Thu Jan 19, 2023
PM Peak (3:30 PM - 4:30 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028781, Location: 32.592187, -96.7867

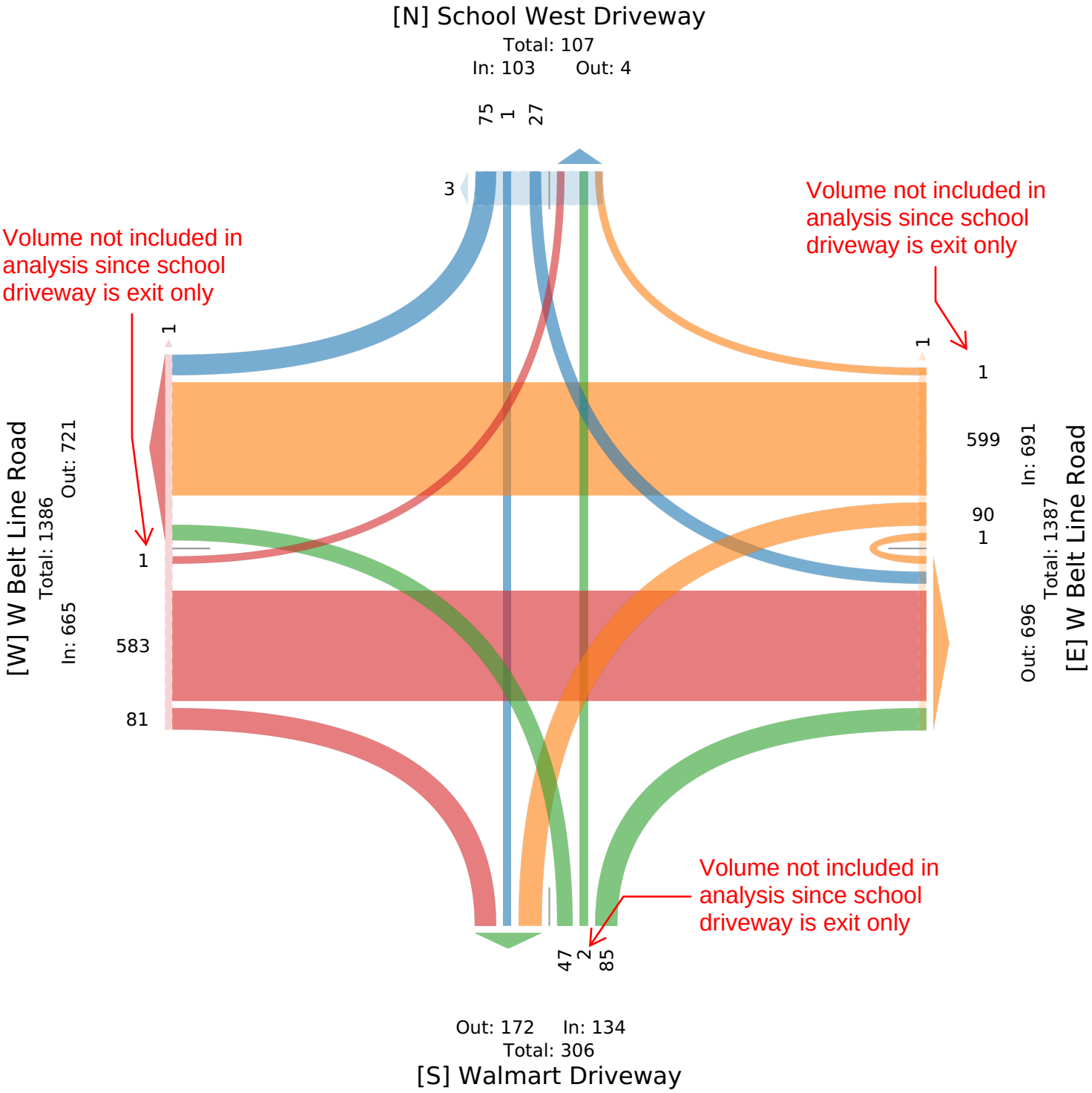
CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg	School West Driveway						W Belt Line Road						Walmart Driveway						W Belt Line Road						
Direction	Southbound						Westbound						Northbound						Eastbound						
Time	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	R	T	L	U	**App**	Ped*	**Int**
2023-01-19 3:30PM	16	0	7	0	**23**	1	0	148	17	0	**165**	1	17	0	14	0	**31**	0	17	148	1	0	**166**	0	**385**
3:45PM	47	0	14	0	**61**	0	0	156	27	0	**183**	0	20	2	9	0	**31**	0	20	132	0	0	**152**	0	**427**
4:00PM	9	1	4	0	**14**	2	0	152	16	0	**168**	0	24	0	13	0	**37**	0	21	149	0	0	**170**	0	**389**
4:15PM	3	0	2	0	**5**	0	1	143	30	1	**175**	0	24	0	11	0	**35**	0	23	154	0	0	**177**	1	**392**
Total	75	1	27	0	**103**	3	1	599	90	1	**691**	1	85	2	47	0	**134**	0	81	583	1	0	**665**	1	**1593**
% Approach	72.8%	1.0%	26.2%	0%	**-**	-	0.1%	86.7%	13.0%	0.1%	**-**	-	63.4%	1.5%	35.1%	0%	**-**	-	12.2%	87.7%	0.2%	0%	**-**	-	-
% Total	4.7%	0.1%	1.7%	0%	**6.5%**	-	0.1%	37.6%	5.6%	0.1%	**43.4%**	-	5.3%	0.1%	3.0%	0%	**8.4%**	-	5.1%	36.6%	0.1%	0%	**41.7%**	-	-
PHF	0.399	0.250	0.482	-	**0.422**	-	0.250	0.960	0.750	0.250	**0.944**	-	0.885	0.250	0.839	-	**0.905**	-	0.880	0.946	0.250	-	**0.939**	-	0.933
Lights	75	1	27	0	**103**	-	1	578	90	1	**670**	-	85	2	47	0	**134**	-	80	564	1	0	**645**	-	1552
% Lights	100%	100%	100%	0%	**100%**	-	100%	96.5%	100%	100%	**97.0%**	-	100%	100%	100%	0%	**100%**	-	98.8%	96.7%	100%	0%	**97.0%**	-	97.4%
Articulated Trucks	0	0	0	0	**0**	-	0	7	0	0	**7**	-	0	0	0	0	**0**	-	1	3	0	0	**4**	-	11
% Articulated Trucks	0%	0%	0%	0%	**0%**	-	0%	1.2%	0%	0%	**1.0%**	-	0%	0%	0%	0%	**0%**	-	1.2%	0.5%	0%	0%	**0.6%**	-	0.7%
Buses and Single-Unit Trucks	0	0	0	0	**0**	-	0	14	0	0	**14**	-	0	0	0	0	**0**	-	0	16	0	0	**16**	-	30
% Buses and Single-Unit Trucks	0%	0%	0%	0%	**0%**	-	0%	2.3%	0%	0%	**2.0%**	-	0%	0%	0%	0%	**0%**	-	0%	2.7%	0%	0%	**2.4%**	-	1.9%
Pedestrians	-	-	-	-	-	2	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	1	
% Pedestrians	-	-	-	-	-	66.7%	-	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-	100%	-
Bicycles on Crosswalk	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	0	-	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	33.3%	-	-	-	-	-	100%	-	-	-	-	-	-	-	-	-	-	-	0%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

1. W Belt Line Road at School West Driveway/... - TMC
Thu Jan 19, 2023
PM Peak (3:30 PM - 4:30 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028781, Location: 32.592187, -96.7867

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



2. W Belt Line Road at School Center Driveway - TMC

Tue Jan 17, 2023
Full Length (7 AM-9 AM, 3 PM-5 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028782, Location: 32.592236, -96.786301

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

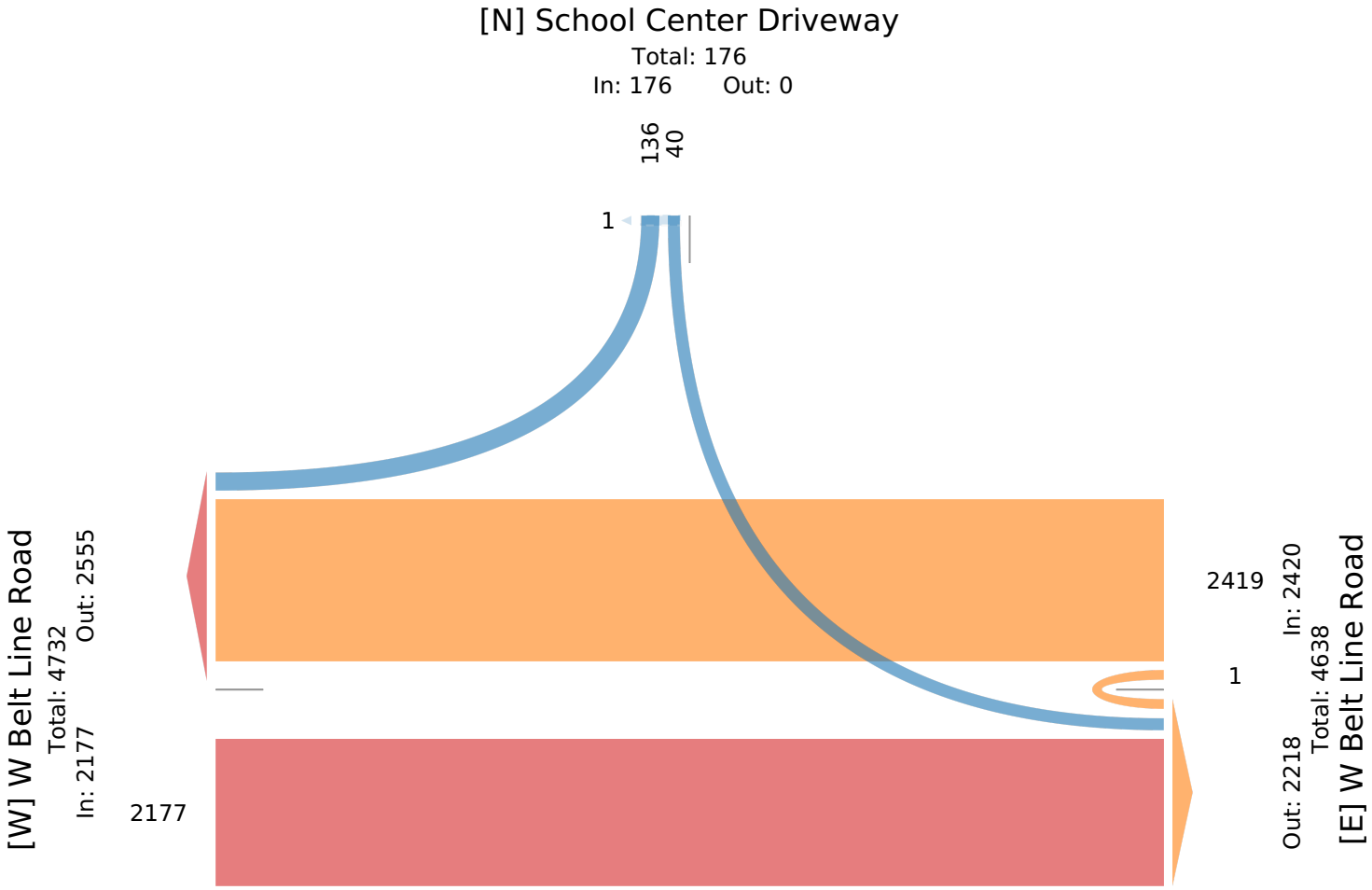
Leg Direction	School Center Driveway Southbound					W Belt Line Road Westbound					W Belt Line Road Eastbound					
Time	R	L	U	**App**	Ped*	R	T	U	**App**	Ped*	T	L	U	**App**	Ped*	**Int**
2023-01-17 7:00AM	2	1	0	**3**	0	0	167	0	**167**	0	111	0	0	**111**	0	**281**
7:15AM	4	7	0	**11**	0	0	176	0	**176**	0	108	0	0	**108**	0	**295**
7:30AM	20	3	0	**23**	1	0	203	1	**204**	0	136	0	0	**136**	0	**363**
7:45AM	16	5	0	**21**	0	0	165	0	**165**	0	132	0	0	**132**	0	**318**
Hourly Total	42	16	0	**58**	1	0	711	1	**712**	0	487	0	0	**487**	0	**1257**
8:00AM	15	4	0	**19**	0	0	118	0	**118**	0	121	0	0	**121**	0	**258**
8:15AM	5	1	0	**6**	0	0	94	0	**94**	0	77	0	0	**77**	0	**177**
8:30AM	3	0	0	**3**	0	0	108	0	**108**	0	55	0	0	**55**	0	**166**
8:45AM	0	0	0	**0**	0	0	103	0	**103**	0	60	0	0	**60**	0	**163**
Hourly Total	23	5	0	**28**	0	0	423	0	**423**	0	313	0	0	**313**	0	**764**
3:00PM	11	6	0	**17**	0	0	112	0	**112**	0	150	0	0	**150**	0	**279**
3:15PM	22	4	0	**26**	0	0	152	0	**152**	0	148	0	0	**148**	0	**326**
3:30PM	12	3	0	**15**	0	0	164	0	**164**	0	156	0	0	**156**	0	**335**
3:45PM	17	5	0	**22**	0	0	165	0	**165**	0	195	0	0	**195**	0	**382**
Hourly Total	62	18	0	**80**	0	0	593	0	**593**	0	649	0	0	**649**	0	**1322**
4:00PM	6	1	0	**7**	0	0	181	0	**181**	0	186	0	0	**186**	0	**374**
4:15PM	1	0	0	**1**	0	0	177	0	**177**	0	207	0	0	**207**	0	**385**
4:30PM	0	0	0	**0**	0	0	158	0	**158**	0	186	0	0	**186**	0	**344**
4:45PM	2	0	0	**2**	0	0	176	0	**176**	0	149	0	0	**149**	0	**327**
Hourly Total	9	1	0	**10**	0	0	692	0	**692**	0	728	0	0	**728**	0	**1430**
Total	136	40	0	**176**	1	0	2419	1	**2420**	0	2177	0	0	**2177**	0	**4773**
% Approach	77.3%	22.7%	0%	**-**	-	0%	100.0%	0%	**-**	-	100%	0%	0%	**-**	-	-
% Total	2.8%	0.8%	0%	**3.7%**	-	0%	50.7%	0%	**50.7%**	-	45.6%	0%	0%	**45.6%**	-	-
Lights	126	40	0	**166**	-	0	2359	1	**2360**	-	2123	0	0	**2123**	-	4649
% Lights	92.6%	100%	0%	**94.3%**	-	0%	97.5%	100%	**97.5%**	-	97.5%	0%	0%	**97.5%**	-	97.4%
Articulated Trucks	0	0	0	**0**	-	0	19	0	**19**	-	13	0	0	**13**	-	32
% Articulated Trucks	0%	0%	0%	**0%**	-	0%	0.8%	0%	**0.8%**	-	0.6%	0%	0%	**0.6%**	-	0.7%
Buses and Single-Unit Trucks	10	0	0	**10**	-	0	41	0	**41**	-	41	0	0	**41**	-	92
% Buses and Single-Unit Trucks	7.4%	0%	0%	**5.7%**	-	0%	1.7%	0%	**1.7%**	-	1.9%	0%	0%	**1.9%**	-	1.9%
Pedestrians	-	-	-	-	1	-	-	-	-	0	-	-	-	-	0	
% Pedestrians	-	-	-	-	100%	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. W Belt Line Road at School Center Driveway - TMC

Tue Jan 17, 2023
Full Length (7 AM-9 AM, 3 PM-5 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028782, Location: 32.592236, -96.786301

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



2. W Belt Line Road at School Center Driveway - TMC

Tue Jan 17, 2023
AM Peak (7 AM - 8 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028782, Location: 32.592236, -96.786301

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

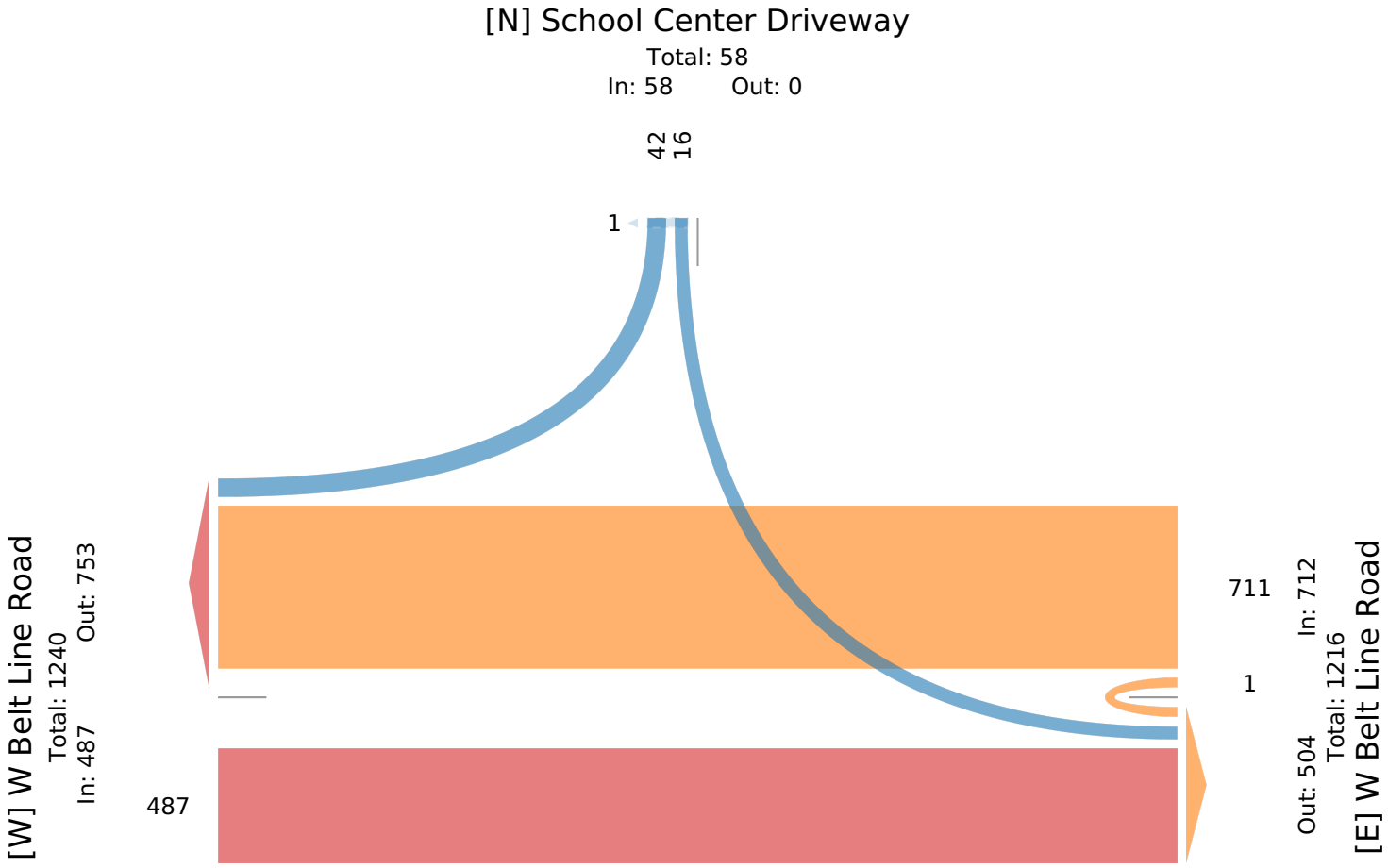
Leg Direction	School Center Driveway Southbound					W Belt Line Road Westbound					W Belt Line Road Eastbound					
Time	R	L	U	**App**	Ped*	R	T	U	**App**	Ped*	T	L	U	**App**	Ped*	**Int**
2023-01-17 7:00AM	2	1	0	**3**	0	0	167	0	**167**	0	111	0	0	**111**	0	**281**
7:15AM	4	7	0	**11**	0	0	176	0	**176**	0	108	0	0	**108**	0	**295**
7:30AM	20	3	0	**23**	1	0	203	1	**204**	0	136	0	0	**136**	0	**363**
7:45AM	16	5	0	**21**	0	0	165	0	**165**	0	132	0	0	**132**	0	**318**
Total	42	16	0	**58**	1	0	711	1	**712**	0	487	0	0	**487**	0	**1257**
% Approach	72.4%	27.6%	0%	**-**	-	0%	99.9%	0.1%	**-**	-	100%	0%	0%	**-**	-	**-**
% Total	3.3%	1.3%	0%	**4.6%**	-	0%	56.6%	0.1%	**56.6%**	-	38.7%	0%	0%	**38.7%**	-	**-**
PHF	0.525	0.571	-	**0.630**	-	-	0.876	0.250	**0.873**	-	0.895	-	-	**0.895**	-	0.866
Lights	38	16	0	**54**	-	0	695	1	**696**	-	472	0	0	**472**	-	1222
% Lights	90.5%	100%	0%	**93.1%**	-	0%	97.7%	100%	**97.8%**	-	96.9%	0%	0%	**96.9%**	-	97.2%
Articulated Trucks	0	0	0	**0**	-	0	2	0	**2**	-	2	0	0	**2**	-	4
% Articulated Trucks	0%	0%	0%	**0%**	-	0%	0.3%	0%	**0.3%**	-	0.4%	0%	0%	**0.4%**	-	0.3%
Buses and Single-Unit Trucks	4	0	0	**4**	-	0	14	0	**14**	-	13	0	0	**13**	-	31
% Buses and Single-Unit Trucks	9.5%	0%	0%	**6.9%**	-	0%	2.0%	0%	**2.0%**	-	2.7%	0%	0%	**2.7%**	-	2.5%
Pedestrians	-	-	-	-	1	-	-	-	-	0	-	-	-	-	0	
% Pedestrians	-	-	-	-	100%	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	0%	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. W Belt Line Road at School Center Driveway - TMC

Tue Jan 17, 2023
AM Peak (7 AM - 8 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028782, Location: 32.592236, -96.786301

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



2. W Belt Line Road at School Center Driveway - TMC

Tue Jan 17, 2023
PM Peak (3:45 PM - 4:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028782, Location: 32.592236, -96.786301

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

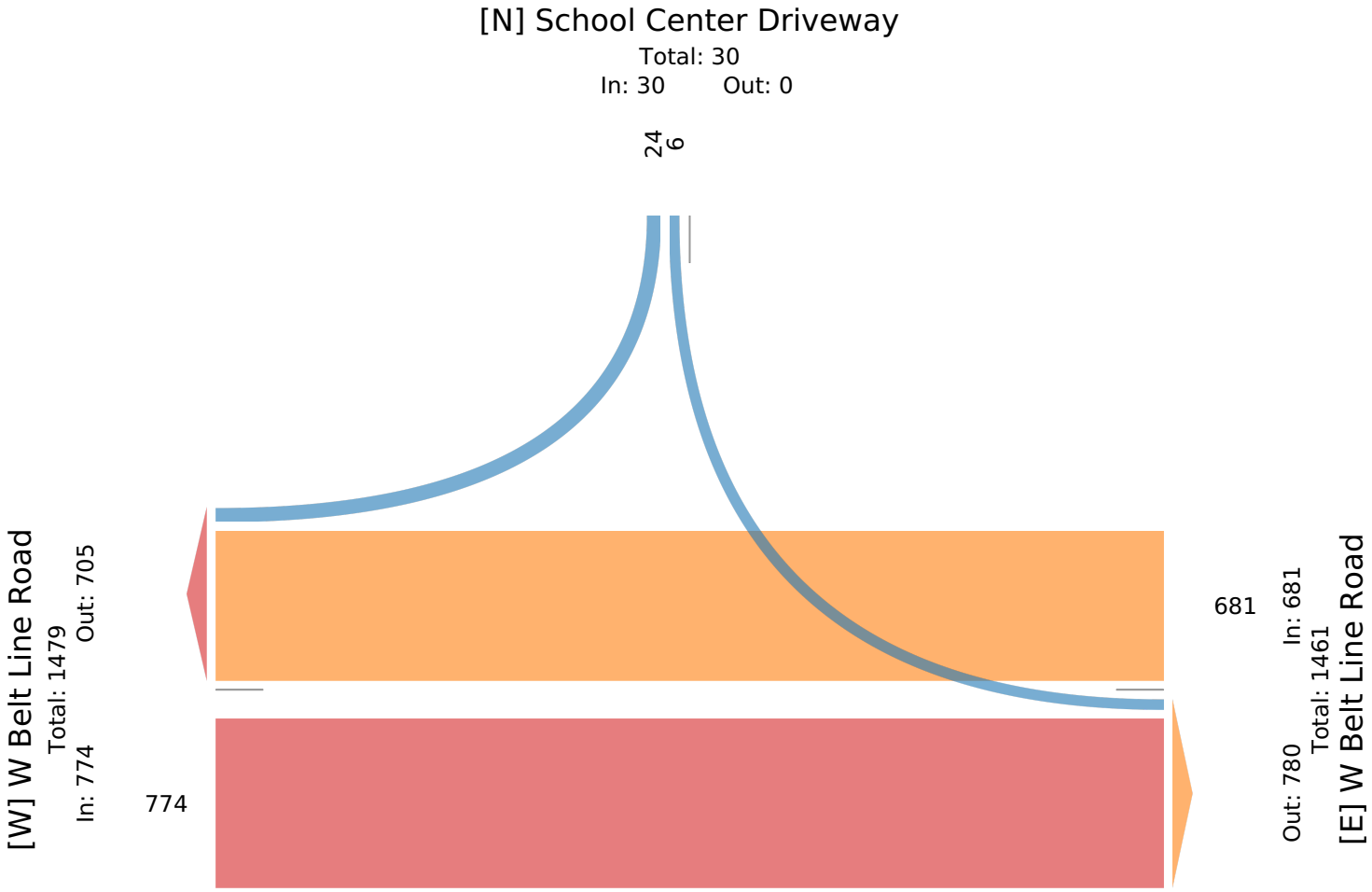
Leg Direction	School Center Driveway Southbound					W Belt Line Road Westbound					W Belt Line Road Eastbound					
Time	R	L	U	**App**	Ped*	R	T	U	**App**	Ped*	T	L	U	**App**	Ped*	**Int**
2023-01-17 3:45PM	17	5	0	**22**	0	0	165	0	**165**	0	195	0	0	**195**	0	**382**
4:00PM	6	1	0	**7**	0	0	181	0	**181**	0	186	0	0	**186**	0	**374**
4:15PM	1	0	0	**1**	0	0	177	0	**177**	0	207	0	0	**207**	0	**385**
4:30PM	0	0	0	**0**	0	0	158	0	**158**	0	186	0	0	**186**	0	**344**
Total	24	6	0	**30**	0	0	681	0	**681**	0	774	0	0	**774**	0	**1485**
% Approach	80.0%	20.0%	0%	**-**	-	0%	100%	0%	**-**	-	100%	0%	0%	**-**	-	-
% Total	1.6%	0.4%	0%	**2.0%**	-	0%	45.9%	0%	**45.9%**	-	52.1%	0%	0%	**52.1%**	-	-
PHF	0.353	0.300	-	**0.341**	-	-	0.941	-	**0.941**	-	0.935	-	-	**0.935**	-	0.964
Lights	20	6	0	**26**	-	0	661	0	**661**	-	758	0	0	**758**	-	1445
% Lights	83.3%	100%	0%	**86.7%**	-	0%	97.1%	0%	**97.1%**	-	97.9%	0%	0%	**97.9%**	-	97.3%
Articulated Trucks	0	0	0	**0**	-	0	8	0	**8**	-	4	0	0	**4**	-	12
% Articulated Trucks	0%	0%	0%	**0%**	-	0%	1.2%	0%	**1.2%**	-	0.5%	0%	0%	**0.5%**	-	0.8%
Buses and Single-Unit Trucks	4	0	0	**4**	-	0	12	0	**12**	-	12	0	0	**12**	-	28
% Buses and Single-Unit Trucks	16.7%	0%	0%	**13.3%**	-	0%	1.8%	0%	**1.8%**	-	1.6%	0%	0%	**1.6%**	-	1.9%
Pedestrians	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

2. W Belt Line Road at School Center Driveway - TMC

Tue Jan 17, 2023
PM Peak (3:45 PM - 4:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028782, Location: 32.592236, -96.786301

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



3. W Belt Line Road at School East Driveway - TMC

Tue Jan 17, 2023
Full Length (7 AM-9 AM, 3 PM-5 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028783, Location: 32.592216, -96.785645

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

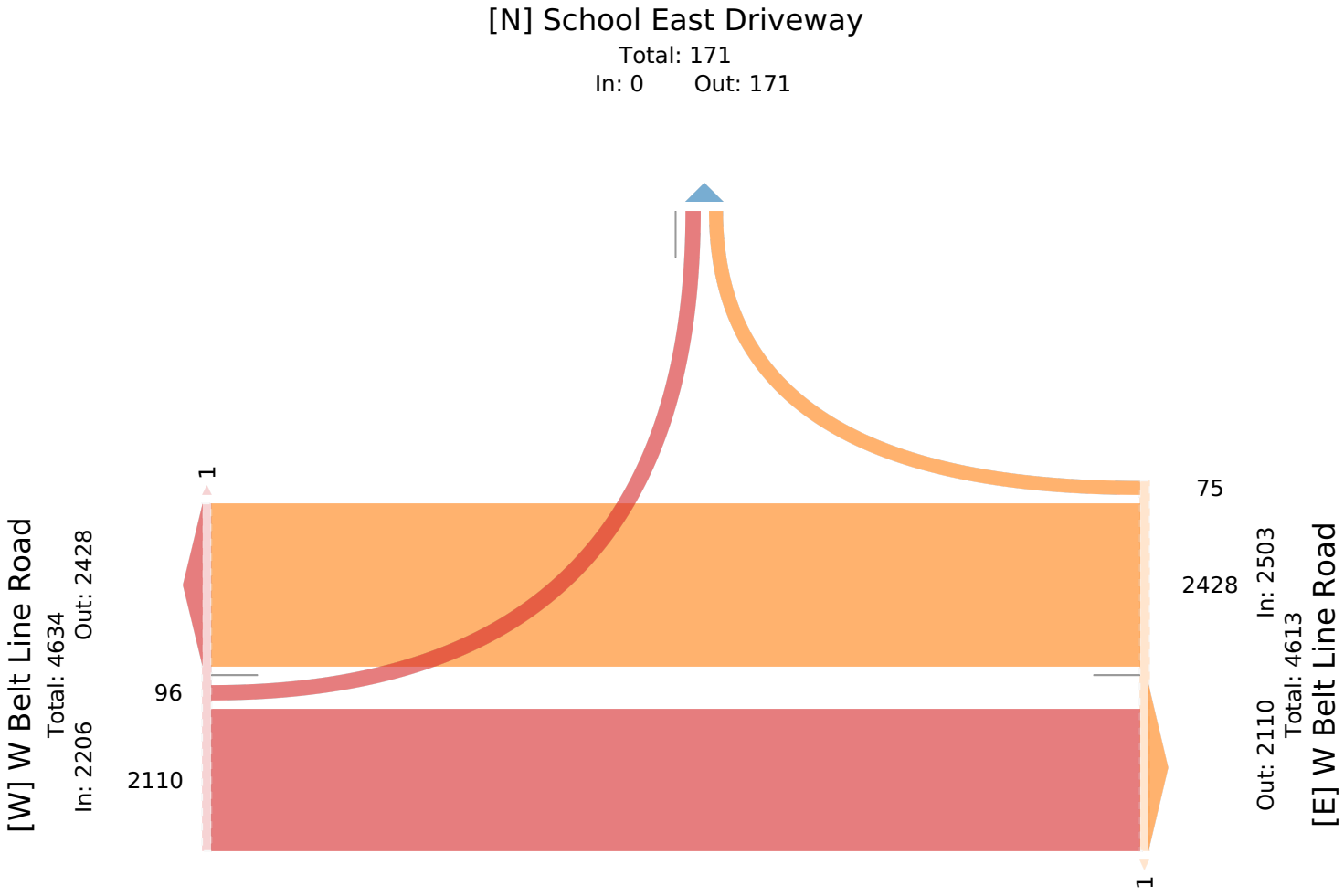
Leg Direction	School East Driveway Southbound					W Belt Line Road Westbound					W Belt Line Road Eastbound					
Time	R	L	U	**App**	Ped*	R	T	U	**App**	Ped*	T	L	U	**App**	Ped*	**Int**
2023-01-17 7:00AM	0	0	0	**0**	0	1	166	0	**167**	0	108	5	0	**113**	0	**280**
7:15AM	0	0	0	**0**	0	6	185	0	**191**	0	104	7	0	**111**	1	**302**
7:30AM	0	0	0	**0**	0	11	197	0	**208**	0	131	11	0	**142**	0	**350**
7:45AM	0	0	0	**0**	0	14	171	0	**185**	0	133	9	0	**142**	0	**327**
Hourly Total	0	0	0	**0**	0	32	719	0	**751**	0	476	32	0	**508**	1	**1259**
8:00AM	0	0	0	**0**	0	5	118	0	**123**	0	108	15	0	**123**	0	**246**
8:15AM	0	0	0	**0**	0	0	95	0	**95**	0	78	0	0	**78**	0	**173**
8:30AM	0	0	0	**0**	0	1	110	0	**111**	0	57	2	0	**59**	0	**170**
8:45AM	0	0	0	**0**	0	0	103	0	**103**	0	57	0	0	**57**	0	**160**
Hourly Total	0	0	0	**0**	0	6	426	0	**432**	0	300	17	0	**317**	0	**749**
3:00PM	0	0	0	**0**	0	11	115	0	**126**	0	143	6	0	**149**	0	**275**
3:15PM	0	0	0	**0**	0	4	148	0	**152**	0	147	11	0	**158**	0	**310**
3:30PM	0	0	0	**0**	0	12	172	0	**184**	0	141	11	0	**152**	0	**336**
3:45PM	0	0	0	**0**	0	4	162	0	**166**	1	181	11	0	**192**	0	**358**
Hourly Total	0	0	0	**0**	0	31	597	0	**628**	1	612	39	0	**651**	0	**1279**
4:00PM	0	0	0	**0**	0	3	181	0	**184**	0	185	5	0	**190**	0	**374**
4:15PM	0	0	0	**0**	0	2	173	0	**175**	0	210	1	0	**211**	0	**386**
4:30PM	0	0	0	**0**	0	0	160	0	**160**	0	178	0	0	**178**	0	**338**
4:45PM	0	0	0	**0**	0	1	172	0	**173**	0	149	2	0	**151**	0	**324**
Hourly Total	0	0	0	**0**	0	6	686	0	**692**	0	722	8	0	**730**	0	**1422**
Total	0	0	0	**0**	0	75	2428	0	**2503**	1	2110	96	0	**2206**	1	**4709**
% Approach	0%	0%	0%	**-**	-	3.0%	97.0%	0%	**-**	-	95.6%	4.4%	0%	**-**	-	-
% Total	0%	0%	0%	**0%**	-	1.6%	51.6%	0%	**53.2%**	-	44.8%	2.0%	0%	**46.8%**	-	-
Lights	0	0	0	**0**	-	72	2357	0	**2429**	-	2061	89	0	**2150**	-	4579
% Lights	0%	0%	0%	**-**	-	96.0%	97.1%	0%	**97.0%**	-	97.7%	92.7%	0%	**97.5%**	-	97.2%
Articulated Trucks	0	0	0	**0**	-	0	23	0	**23**	-	12	0	0	**12**	-	35
% Articulated Trucks	0%	0%	0%	**-**	-	0%	0.9%	0%	**0.9%**	-	0.6%	0%	0%	**0.5%**	-	0.7%
Buses and Single-Unit Trucks	0	0	0	**0**	-	3	48	0	**51**	-	37	7	0	**44**	-	95
% Buses and Single-Unit Trucks	0%	0%	0%	**-**	-	4.0%	2.0%	0%	**2.0%**	-	1.8%	7.3%	0%	**2.0%**	-	2.0%
Pedestrians	-	-	-	-	0	-	-	-	-	1	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	0%	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	1	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	0%	-	-	-	-	100%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

3. W Belt Line Road at School East Driveway - TMC

Tue Jan 17, 2023
Full Length (7 AM-9 AM, 3 PM-5 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028783, Location: 32.592216, -96.785645

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US



3. W Belt Line Road at School East Driveway - TMC

Tue Jan 17, 2023
AM Peak (7 AM - 8 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028783, Location: 32.592216, -96.785645

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	School East Driveway Southbound					W Belt Line Road Westbound					W Belt Line Road Eastbound					
Time	R	L	U	**App**	Ped*	R	T	U	**App**	Ped*	T	L	U	**App**	Ped*	**Int**
2023-01-17 7:00AM	0	0	0	**0**	0	1	166	0	**167**	0	108	5	0	**113**	0	**280**
7:15AM	0	0	0	**0**	0	6	185	0	**191**	0	104	7	0	**111**	1	**302**
7:30AM	0	0	0	**0**	0	11	197	0	**208**	0	131	11	0	**142**	0	**350**
7:45AM	0	0	0	**0**	0	14	171	0	**185**	0	133	9	0	**142**	0	**327**
Total	0	0	0	**0**	0	32	719	0	**751**	0	476	32	0	**508**	1	**1259**
% Approach	0%	0%	0%	**-**	-	4.3%	95.7%	0%	**-**	-	93.7%	6.3%	0%	**-**	-	-
% Total	0%	0%	0%	**0%**	-	2.5%	57.1%	0%	**59.7%**	-	37.8%	2.5%	0%	**40.3%**	-	-
PHF	-	-	-	**-**	-	0.571	0.912	-	**0.903**	-	0.895	0.727	-	**0.894**	-	0.899
Lights	0	0	0	**0**	-	31	699	0	**730**	-	464	29	0	**493**	-	1223
% Lights	0%	0%	0%	**-**	-	96.9%	97.2%	0%	**97.2%**	-	97.5%	90.6%	0%	**97.0%**	-	97.1%
Articulated Trucks	0	0	0	**0**	-	0	4	0	**4**	-	2	0	0	**2**	-	6
% Articulated Trucks	0%	0%	0%	**-**	-	0%	0.6%	0%	**0.5%**	-	0.4%	0%	0%	**0.4%**	-	0.5%
Buses and Single-Unit Trucks	0	0	0	**0**	-	1	16	0	**17**	-	10	3	0	**13**	-	30
% Buses and Single-Unit Trucks	0%	0%	0%	**-**	-	3.1%	2.2%	0%	**2.3%**	-	2.1%	9.4%	0%	**2.6%**	-	2.4%
Pedestrians	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0%	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	1	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100%	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

3. W Belt Line Road at School East Driveway - TMC

Tue Jan 17, 2023
AM Peak (7 AM - 8 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028783, Location: 32.592216, -96.785645

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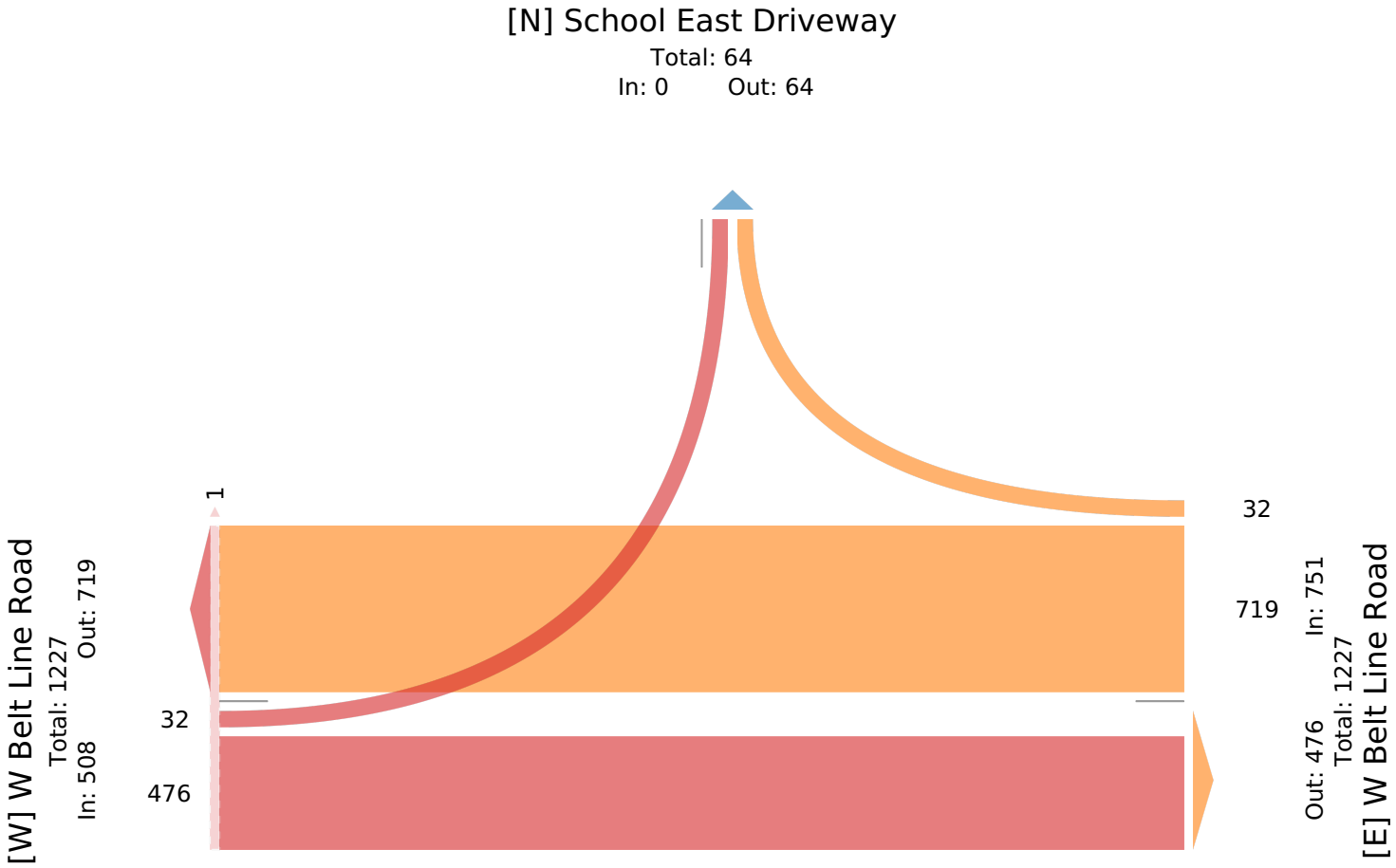

3. W Belt Line Road at School East Driveway - TMC

Tue Jan 17, 2023
PM Peak (3:45 PM - 4:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028783, Location: 32.592216, -96.785645

CJ Hensch & Associates, Inc.
Provided by: C. J. Hensch & Associates Inc.
5215 Sycamore Ave.,
Pasadena, TX, 77503, US

Leg Direction	School East Driveway Southbound					W Belt Line Road Westbound					W Belt Line Road Eastbound					
Time	R	L	U	**App**	Ped*	R	T	U	**App**	Ped*	T	L	U	**App**	Ped*	**Int**
2023-01-17 3:45PM	0	0	0	**0**	0	4	162	0	**166**	1	181	11	0	**192**	0	**358**
4:00PM	0	0	0	**0**	0	3	181	0	**184**	0	185	5	0	**190**	0	**374**
4:15PM	0	0	0	**0**	0	2	173	0	**175**	0	210	1	0	**211**	0	**386**
4:30PM	0	0	0	**0**	0	0	160	0	**160**	0	178	0	0	**178**	0	**338**
Total	0	0	0	**0**	0	9	676	0	**685**	1	754	17	0	**771**	0	**1456**
% Approach	0%	0%	0%	**-**	-	1.3%	98.7%	0%	**-**	-	97.8%	2.2%	0%	**-**	-	**-**
% Total	0%	0%	0%	**0%**	-	0.6%	46.4%	0%	**47.0%**	-	51.8%	1.2%	0%	**53.0%**	-	**-**
PHF	-	-	-	**-**	-	0.563	0.934	-	**0.931**	-	0.898	0.386	-	**0.914**	-	0.943
Lights	0	0	0	**0**	-	9	656	0	**665**	-	741	14	0	**755**	-	1420
% Lights	0%	0%	0%	**-**	-	100%	97.0%	0%	**97.1%**	-	98.3%	82.4%	0%	**97.9%**	-	97.5%
Articulated Trucks	0	0	0	**0**	-	0	8	0	**8**	-	3	0	0	**3**	-	11
% Articulated Trucks	0%	0%	0%	**-**	-	0%	1.2%	0%	**1.2%**	-	0.4%	0%	0%	**0.4%**	-	0.8%
Buses and Single-Unit Trucks	0	0	0	**0**	-	0	12	0	**12**	-	10	3	0	**13**	-	25
% Buses and Single-Unit Trucks	0%	0%	0%	**-**	-	0%	1.8%	0%	**1.8%**	-	1.3%	17.6%	0%	**1.7%**	-	1.7%
Pedestrians	-	-	-	-	0	-	-	-	-	1	-	-	-	-	0	
% Pedestrians	-	-	-	-	-	-	-	-	-	100%	-	-	-	-	-	-
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	0	-	-	-	-	0	
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	0%	-	-	-	-	-	-

*Pedestrians and Bicycles on Crosswalk. L: Left, R: Right, T: Thru, U: U-Turn

3. W Belt Line Road at School East Driveway - TMC

Tue Jan 17, 2023
PM Peak (3:45 PM - 4:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks, Pedestrians, Bicycles on Crosswalk)
All Movements
ID: 1028783, Location: 32.592216, -96.785645

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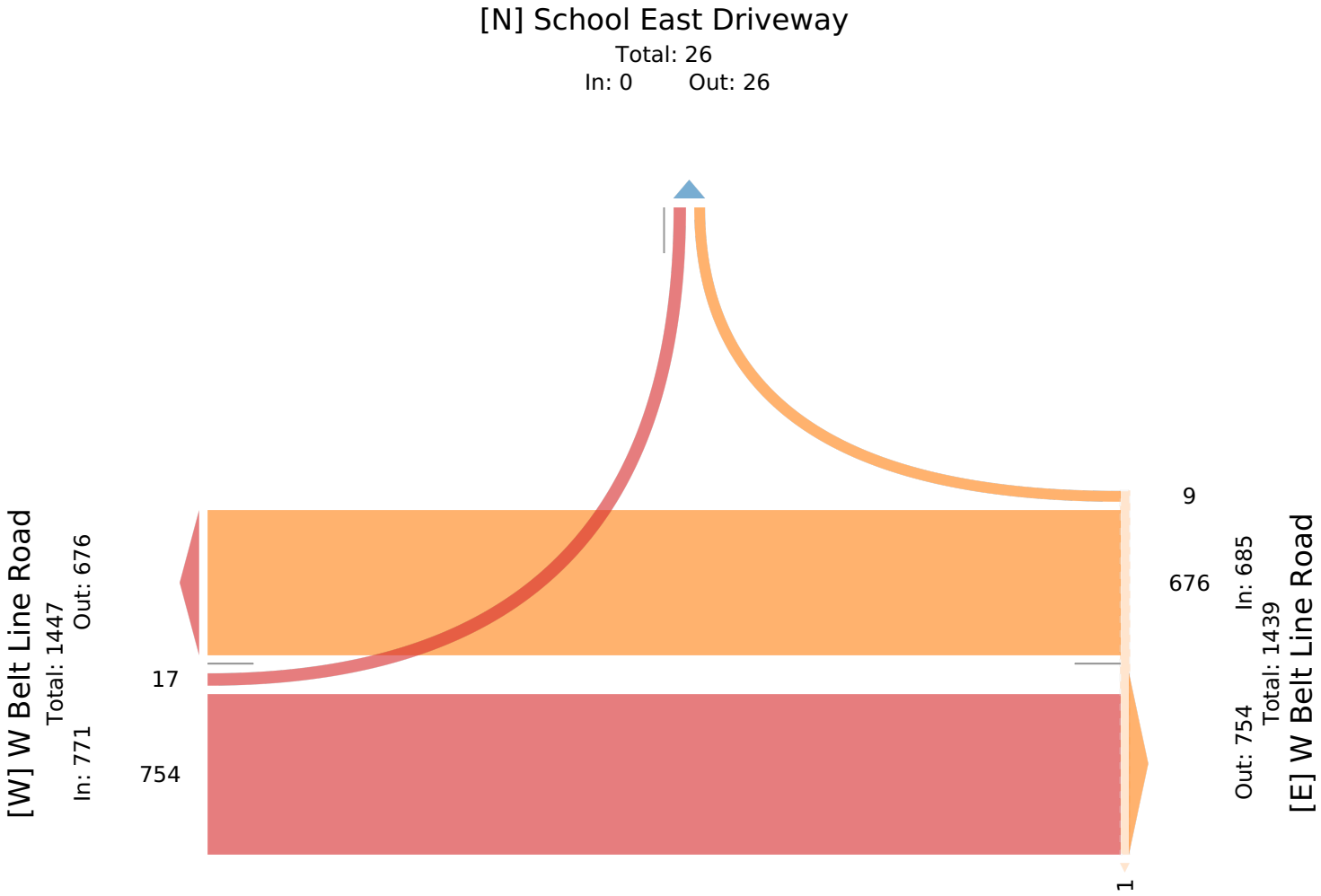


Appendix C
Historical Traffic Volumes

Growth Rate

W Belt Line Road, east of N Bluegrove Road

Year	AADT	% Growth
2019	13,277	1.4%
2014	12,406	
	2014 - 2019:	1.4%

Traffic Volumes obtained from TxDOT TCDS on January 16, 2023.

Growth Rates Used in Analysis: 2.0%

Appendix D
Synchro Analysis Results

Scenarios:

1. 2023 Existing AM
2. 2023 Existing PM
3. 2024 Bkgd AM
4. 2024 Bkgd PM
5. 2024 Bkgd + Site AM
6. 2024 Bkgd + Site PM
7. 2034 Bkgd AM
8. 2034 Bkgd PM
9. 2034 Bkgd + Site AM
10. 2034 Bkgd + Site PM

Intersection	
Int Delay, s/veh	3.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	8	88	123	14	29	64
Future Vol, veh/h	8	88	123	14	29	64
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	79	79	79	79	79	79
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	111	156	18	37	81

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	320	165	0	0	174	0
Stage 1	165	-	-	-	-	-
Stage 2	155	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	673	879	-	-	1403	-
Stage 1	864	-	-	-	-	-
Stage 2	873	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	654	879	-	-	1403	-
Mov Cap-2 Maneuver	654	-	-	-	-	-
Stage 1	864	-	-	-	-	-
Stage 2	849	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.8	0	2.4
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	654	879	1403	-
HCM Lane V/C Ratio	-	-	0.015	0.127	0.026	-
HCM Control Delay (s)	-	-	10.6	9.7	7.6	0
HCM Lane LOS	-	-	B	A	A	A
HCM 95th %tile Q(veh)	-	-	0	0.4	0.1	-

Intersection	
Int Delay, s/veh	3.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	419	52	81	642	0	22	0	57	46	11	140
Future Vol, veh/h	0	419	52	81	642	0	22	0	57	46	11	140
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	499	62	96	764	0	26	0	68	55	13	167

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	561	0	0	1111	1486	281	1206	1517	382
Stage 1	-	-	-	-	-	-	530	530	-	956	956	-
Stage 2	-	-	-	-	-	-	581	956	-	250	561	-
Critical Hdwy	-	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	-	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	0	-	-	1225	-	0	240	151	*926	*199	144	616
Stage 1	0	-	-	-	-	0	755	686	-	*277	335	-
Stage 2	0	-	-	-	-	0	467	335	-	*873	663	-
Platoon blocked, %		-	-	1	-		1	1	1	1	1	
Mov Cap-1 Maneuver	-	-	-	1225	-	-	150	131	*926	*165	124	616
Mov Cap-2 Maneuver	-	-	-	-	-	-	235	232	-	*235	223	-
Stage 1	-	-	-	-	-	-	755	686	-	*277	289	-
Stage 2	-	-	-	-	-	-	281	289	-	*809	663	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	1.3	12.8	17
HCM LOS			B	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT	SBLn1	SBLn2
Capacity (veh/h)	235	926	-	-	1225	-	233	616
HCM Lane V/C Ratio	0.111	0.073	-	-	0.079	-	0.291	0.271
HCM Control Delay (s)	22.2	9.2	-	-	8.2	0.4	26.7	13
HCM Lane LOS	C	A	-	-	A	A	D	B
HCM 95th %tile Q(veh)	0.4	0.2	-	-	0.3	-	1.2	1.1

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑		↖	↗
Traffic Vol, veh/h	0	487	711	0	16	42
Future Vol, veh/h	0	487	711	0	16	42
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	560	817	0	18	48

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	1097	409
Stage 1	-	-	-	-	817	-
Stage 2	-	-	-	-	280	-
Critical Hdwy	-	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	-	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	0	-	-	0	*312	592
Stage 1	0	-	-	0	*395	-
Stage 2	0	-	-	0	*843	-
Platoon blocked, %		-	-		1	
Mov Cap-1 Maneuver	-	-	-	-	*312	592
Mov Cap-2 Maneuver	-	-	-	-	*312	-
Stage 1	-	-	-	-	*395	-
Stage 2	-	-	-	-	*843	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	13.2
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	SBLn1	SBLn2
Capacity (veh/h)	-	-	312	592
HCM Lane V/C Ratio	-	-	0.059	0.082
HCM Control Delay (s)	-	-	17.3	11.6
HCM Lane LOS	-	-	C	B
HCM 95th %tile Q(veh)	-	-	0.2	0.3

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	32	476	719	32	0	0
Future Vol, veh/h	32	476	719	32	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	36	529	799	36	0	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	835	0	-	0	-	418
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	4.13	-	-	-	-	6.93
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	2.219	-	-	-	-	3.319
Pot Cap-1 Maneuver	796	-	-	-	0	585
Stage 1	-	-	-	-	0	-
Stage 2	-	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	796	-	-	-	-	585
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0.6	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	796	-	-	-	-
HCM Lane V/C Ratio	0.045	-	-	-	-
HCM Control Delay (s)	9.7	0	-	-	0
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	5.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	17	96	50	12	114	63
Future Vol, veh/h	17	96	50	12	114	63
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	104	54	13	124	68

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	377	61	0	0	67	0
Stage 1	61	-	-	-	-	-
Stage 2	316	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	625	1004	-	-	1535	-
Stage 1	962	-	-	-	-	-
Stage 2	739	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	573	1004	-	-	1535	-
Mov Cap-2 Maneuver	573	-	-	-	-	-
Stage 1	962	-	-	-	-	-
Stage 2	677	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.4	0	4.9
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	573	1004	1535	-
HCM Lane V/C Ratio	-	-	0.032	0.104	0.081	-
HCM Control Delay (s)	-	-	11.5	9	7.6	0
HCM Lane LOS	-	-	B	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.3	0.3	-

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	583	81	91	599	0	47	0	85	27	1	75
Future Vol, veh/h	0	583	81	91	599	0	47	0	85	27	1	75
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	634	88	99	651	0	51	0	92	29	1	82

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	722	0	0	1202	1527	361	1166	1571	326
Stage 1	-	-	-	-	-	-	678	678	-	849	849	-
Stage 2	-	-	-	-	-	-	524	849	-	317	722	-
Critical Hdwy	-	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	-	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	0	-	-	1143	-	0	240	156	*865	*258	145	670
Stage 1	0	-	-	-	-	0	721	652	-	*322	375	-
Stage 2	0	-	-	-	-	0	504	375	-	*816	618	-
Platoon blocked, %		-	-	1	-		1	1	1	1	1	
Mov Cap-1 Maneuver	-	-	-	1143	-	-	188	135	*865	*206	125	670
Mov Cap-2 Maneuver	-	-	-	-	-	-	301	250	-	*271	235	-
Stage 1	-	-	-	-	-	-	721	652	-	*322	324	-
Stage 2	-	-	-	-	-	-	381	324	-	*729	618	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	1.5	13.2	13.5
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT	SBLn1	SBLn2
Capacity (veh/h)	301	865	-	-	1143	-	270	670
HCM Lane V/C Ratio	0.17	0.107	-	-	0.087	-	0.113	0.122
HCM Control Delay (s)	19.4	9.7	-	-	8.4	0.4	20	11.1
HCM Lane LOS	C	A	-	-	A	A	C	B
HCM 95th %tile Q(veh)	0.6	0.4	-	-	0.3	-	0.4	0.4

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑		↖	↗
Traffic Vol, veh/h	0	774	681	0	6	24
Future Vol, veh/h	0	774	681	0	6	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	841	740	0	7	26

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	1161	370
Stage 1	-	-	-	-	740	-
Stage 2	-	-	-	-	421	-
Critical Hdwy	-	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	-	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	0	-	-	0	*402	627
Stage 1	0	-	-	0	*433	-
Stage 2	0	-	-	0	*727	-
Platoon blocked, %		-	-		1	
Mov Cap-1 Maneuver	-	-	-	-	*402	627
Mov Cap-2 Maneuver	-	-	-	-	*402	-
Stage 1	-	-	-	-	*433	-
Stage 2	-	-	-	-	*727	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	11.6
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	SBLn1	SBLn2
Capacity (veh/h)	-	-	402	627
HCM Lane V/C Ratio	-	-	0.016	0.042
HCM Control Delay (s)	-	-	14.1	11
HCM Lane LOS	-	-	B	B
HCM 95th %tile Q(veh)	-	-	0	0.1

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	17	754	676	9	0	0
Future Vol, veh/h	17	754	676	9	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	820	735	10	0	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	745	0	-	0	-	373
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	4.13	-	-	-	-	6.93
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	2.219	-	-	-	-	3.319
Pot Cap-1 Maneuver	861	-	-	-	0	625
Stage 1	-	-	-	-	0	-
Stage 2	-	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	861	-	-	-	-	625
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	861	-	-	-	-
HCM Lane V/C Ratio	0.021	-	-	-	-
HCM Control Delay (s)	9.3	0	-	-	0
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	3.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	8	88	125	14	29	65
Future Vol, veh/h	8	88	125	14	29	65
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	79	79	79	79	79	79
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	111	158	18	37	82

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	323	167	0	0	176	0
Stage 1	167	-	-	-	-	-
Stage 2	156	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	671	877	-	-	1400	-
Stage 1	863	-	-	-	-	-
Stage 2	872	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	652	877	-	-	1400	-
Mov Cap-2 Maneuver	652	-	-	-	-	-
Stage 1	863	-	-	-	-	-
Stage 2	848	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.8	0	2.4
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	652	877	1400	-
HCM Lane V/C Ratio	-	-	0.016	0.127	0.026	-
HCM Control Delay (s)	-	-	10.6	9.7	7.6	0
HCM Lane LOS	-	-	B	A	A	A
HCM 95th %tile Q(veh)	-	-	0	0.4	0.1	-

Intersection	
Int Delay, s/veh	3.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	427	52	81	654	0	22	0	57	46	11	140
Future Vol, veh/h	0	427	52	81	654	0	22	0	57	46	11	140
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	508	62	96	779	0	26	0	68	55	13	167

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	570	0	0	1127	1510	285	1225	1541	390
Stage 1	-	-	-	-	-	-	539	539	-	971	971	-
Stage 2	-	-	-	-	-	-	588	971	-	254	570	-
Critical Hdwy	-	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	-	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	0	-	-	1214	-	0	233	145	*926	*191	138	609
Stage 1	0	-	-	-	-	0	744	680	-	*271	329	-
Stage 2	0	-	-	-	-	0	462	329	-	*873	655	-
Platoon blocked, %		-	-	1	-		1	1	1	1	1	
Mov Cap-1 Maneuver	-	-	-	1214	-	-	144	125	*926	*159	119	609
Mov Cap-2 Maneuver	-	-	-	-	-	-	230	226	-	*230	218	-
Stage 1	-	-	-	-	-	-	744	680	-	*271	283	-
Stage 2	-	-	-	-	-	-	276	283	-	*809	655	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	1.4	13	17.2
HCM LOS			B	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT	SBLn1	SBLn2
Capacity (veh/h)	230	926	-	-	1214	-	228	609
HCM Lane V/C Ratio	0.114	0.073	-	-	0.079	-	0.298	0.274
HCM Control Delay (s)	22.7	9.2	-	-	8.2	0.5	27.3	13.1
HCM Lane LOS	C	A	-	-	A	A	D	B
HCM 95th %tile Q(veh)	0.4	0.2	-	-	0.3	-	1.2	1.1

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑		↖	↗
Traffic Vol, veh/h	0	496	725	0	16	42
Future Vol, veh/h	0	496	725	0	16	42
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	570	833	0	18	48

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	1118	417
Stage 1	-	-	-	-	833	-
Stage 2	-	-	-	-	285	-
Critical Hdwy	-	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	-	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	0	-	-	0	*300	585
Stage 1	0	-	-	0	*387	-
Stage 2	0	-	-	0	*843	-
Platoon blocked, %		-	-		1	
Mov Cap-1 Maneuver	-	-	-	-	*300	585
Mov Cap-2 Maneuver	-	-	-	-	*300	-
Stage 1	-	-	-	-	*387	-
Stage 2	-	-	-	-	*843	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	13.4
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	SBLn1	SBLn2
Capacity (veh/h)	-	-	300	585
HCM Lane V/C Ratio	-	-	0.061	0.083
HCM Control Delay (s)	-	-	17.8	11.7
HCM Lane LOS	-	-	C	B
HCM 95th %tile Q(veh)	-	-	0.2	0.3

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	32	485	733	32	0	0
Future Vol, veh/h	32	485	733	32	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	36	539	814	36	0	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	850	0	-	0	-	425
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	4.13	-	-	-	-	6.93
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	2.219	-	-	-	-	3.319
Pot Cap-1 Maneuver	786	-	-	-	0	578
Stage 1	-	-	-	-	0	-
Stage 2	-	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	786	-	-	-	-	578
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0.6	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	786	-	-	-	-
HCM Lane V/C Ratio	0.045	-	-	-	-
HCM Control Delay (s)	9.8	0	-	-	0
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	5.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	17	96	51	12	114	64
Future Vol, veh/h	17	96	51	12	114	64
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	104	55	13	124	70

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	380	62	0	0	68	0
Stage 1	62	-	-	-	-	-
Stage 2	318	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	622	1003	-	-	1533	-
Stage 1	961	-	-	-	-	-
Stage 2	738	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	570	1003	-	-	1533	-
Mov Cap-2 Maneuver	570	-	-	-	-	-
Stage 1	961	-	-	-	-	-
Stage 2	676	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.4	0	4.8
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	570	1003	1533	-
HCM Lane V/C Ratio	-	-	0.032	0.104	0.081	-
HCM Control Delay (s)	-	-	11.5	9	7.6	0
HCM Lane LOS	-	-	B	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.3	0.3	-

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	594	81	91	610	0	47	0	85	27	1	75
Future Vol, veh/h	0	594	81	91	610	0	47	0	85	27	1	75
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	646	88	99	663	0	51	0	92	29	1	82

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	734	0	0	1220	1551	367	1184	1595	332
Stage 1	-	-	-	-	-	-	690	690	-	861	861	-
Stage 2	-	-	-	-	-	-	530	861	-	323	734	-
Critical Hdwy	-	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	-	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	0	-	-	1128	-	0	231	149	*865	*249	139	664
Stage 1	0	-	-	-	-	0	707	642	-	*317	371	-
Stage 2	0	-	-	-	-	0	500	371	-	*816	608	-
Platoon blocked, %		-	-	1	-		1	1	1	1	1	
Mov Cap-1 Maneuver	-	-	-	1128	-	-	180	129	*865	*199	120	664
Mov Cap-2 Maneuver	-	-	-	-	-	-	295	244	-	*266	230	-
Stage 1	-	-	-	-	-	-	707	642	-	*317	319	-
Stage 2	-	-	-	-	-	-	376	319	-	*729	608	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	1.5	13.3	13.7
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT	SBLn1	SBLn2
Capacity (veh/h)	295	865	-	-	1128	-	265	664
HCM Lane V/C Ratio	0.173	0.107	-	-	0.088	-	0.115	0.123
HCM Control Delay (s)	19.7	9.7	-	-	8.5	0.5	20.3	11.2
HCM Lane LOS	C	A	-	-	A	A	C	B
HCM 95th %tile Q(veh)	0.6	0.4	-	-	0.3	-	0.4	0.4

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑		↰	↱
Traffic Vol, veh/h	0	789	694	0	6	24
Future Vol, veh/h	0	789	694	0	6	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	858	754	0	7	26

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	1183	377
Stage 1	-	-	-	-	754	-
Stage 2	-	-	-	-	429	-
Critical Hdwy	-	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	-	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	0	-	-	0	*384	621
Stage 1	0	-	-	0	*425	-
Stage 2	0	-	-	0	*727	-
Platoon blocked, %		-	-		1	
Mov Cap-1 Maneuver	-	-	-	-	*384	621
Mov Cap-2 Maneuver	-	-	-	-	*384	-
Stage 1	-	-	-	-	*425	-
Stage 2	-	-	-	-	*727	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	11.8
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	SBLn1	SBLn2
Capacity (veh/h)	-	-	384	621
HCM Lane V/C Ratio	-	-	0.017	0.042
HCM Control Delay (s)	-	-	14.5	11.1
HCM Lane LOS	-	-	B	B
HCM 95th %tile Q(veh)	-	-	0.1	0.1

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	17	769	689	9	0	0
Future Vol, veh/h	17	769	689	9	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	836	749	10	0	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	759	0	-	0	-	380
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	4.13	-	-	-	-	6.93
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	2.219	-	-	-	-	3.319
Pot Cap-1 Maneuver	850	-	-	-	0	619
Stage 1	-	-	-	-	0	-
Stage 2	-	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	850	-	-	-	-	619
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	850	-	-	-	-
HCM Lane V/C Ratio	0.022	-	-	-	-
HCM Control Delay (s)	9.3	0	-	-	0
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	3.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	10	88	125	16	29	65
Future Vol, veh/h	10	88	125	16	29	65
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	79	79	79	79	79	79
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	111	158	20	37	82

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	324	168	0	0	178	0
Stage 1	168	-	-	-	-	-
Stage 2	156	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	670	876	-	-	1398	-
Stage 1	862	-	-	-	-	-
Stage 2	872	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	651	876	-	-	1398	-
Mov Cap-2 Maneuver	651	-	-	-	-	-
Stage 1	862	-	-	-	-	-
Stage 2	848	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.8	0	2.4
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	651	876	1398	-
HCM Lane V/C Ratio	-	-	0.019	0.127	0.026	-
HCM Control Delay (s)	-	-	10.6	9.7	7.6	0
HCM Lane LOS	-	-	B	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.4	0.1	-

Intersection	
Int Delay, s/veh	3.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	442	54	83	668	0	24	0	59	46	11	140
Future Vol, veh/h	0	442	54	83	668	0	24	0	59	46	11	140
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	526	64	99	795	0	29	0	70	55	13	167

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	590	0	0	1160	1551	295	1256	1583	398
Stage 1	-	-	-	-	-	-	558	558	-	993	993	-
Stage 2	-	-	-	-	-	-	602	993	-	263	590	-
Critical Hdwy	-	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	-	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	0	-	-	1190	-	0	218	136	*926	*180	129	601
Stage 1	0	-	-	-	-	0	722	664	-	*263	322	-
Stage 2	0	-	-	-	-	0	453	322	-	*873	640	-
Platoon blocked, %		-	-	1	-		1	1	1	1	1	
Mov Cap-1 Maneuver	-	-	-	1190	-	-	133	116	*926	*148	110	601
Mov Cap-2 Maneuver	-	-	-	-	-	-	220	218	-	*222	209	-
Stage 1	-	-	-	-	-	-	722	664	-	*263	274	-
Stage 2	-	-	-	-	-	-	265	274	-	*807	640	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	1.4	13.4	17.8
HCM LOS			B	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT	SBLn1	SBLn2
Capacity (veh/h)	220	926	-	-	1190	-	219	601
HCM Lane V/C Ratio	0.13	0.076	-	-	0.083	-	0.31	0.277
HCM Control Delay (s)	23.8	9.2	-	-	8.3	0.5	28.7	13.3
HCM Lane LOS	C	A	-	-	A	A	D	B
HCM 95th %tile Q(veh)	0.4	0.2	-	-	0.3	-	1.3	1.1

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑		↖	↗
Traffic Vol, veh/h	0	513	741	0	16	42
Future Vol, veh/h	0	513	741	0	16	42
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	590	852	0	18	48

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	1147	426
Stage 1	-	-	-	-	852	-
Stage 2	-	-	-	-	295	-
Critical Hdwy	-	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	-	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	0	-	-	0	*285	577
Stage 1	0	-	-	0	*378	-
Stage 2	0	-	-	0	*843	-
Platoon blocked, %		-	-		1	
Mov Cap-1 Maneuver	-	-	-	-	*285	577
Mov Cap-2 Maneuver	-	-	-	-	*285	-
Stage 1	-	-	-	-	*378	-
Stage 2	-	-	-	-	*843	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	13.6
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	SBLn1	SBLn2
Capacity (veh/h)	-	-	285	577
HCM Lane V/C Ratio	-	-	0.065	0.084
HCM Control Delay (s)	-	-	18.5	11.8
HCM Lane LOS	-	-	C	B
HCM 95th %tile Q(veh)	-	-	0.2	0.3

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	1.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	481	33	54	700	41	43
Future Vol, veh/h	481	33	54	700	41	43
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	523	36	59	761	45	47

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	559	0	1040	541
Stage 1	-	-	-	-	541	-
Stage 2	-	-	-	-	499	-
Critical Hdwy	-	-	4.13	-	6.63	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.83	-
Follow-up Hdwy	-	-	2.219	-	3.519	3.319
Pot Cap-1 Maneuver	-	-	*1062	-	*663	*709
Stage 1	-	-	-	-	*669	-
Stage 2	-	-	-	-	*576	-
Platoon blocked, %	-	-	1	-	1	1
Mov Cap-1 Maneuver	-	-	*1062	-	*600	*709
Mov Cap-2 Maneuver	-	-	-	-	*600	-
Stage 1	-	-	-	-	*669	-
Stage 2	-	-	-	-	*521	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1	11.4
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	651	-	-	* 1062	-
HCM Lane V/C Ratio	0.14	-	-	0.055	-
HCM Control Delay (s)	11.4	-	-	8.6	0.4
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.5	-	-	0.2	-

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	32	512	762	32	0	0
Future Vol, veh/h	32	512	762	32	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	36	569	847	36	0	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	883	0	-	0	-	442
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	4.13	-	-	-	-	6.93
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	2.219	-	-	-	-	3.319
Pot Cap-1 Maneuver	764	-	-	-	0	564
Stage 1	-	-	-	-	0	-
Stage 2	-	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	764	-	-	-	-	564
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0.6	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	764	-	-	-	-
HCM Lane V/C Ratio	0.047	-	-	-	-
HCM Control Delay (s)	9.9	0	-	-	0
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	5.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	18	96	51	13	114	64
Future Vol, veh/h	18	96	51	13	114	64
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	104	55	14	124	70

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	380	62	0	0	69	0
Stage 1	62	-	-	-	-	-
Stage 2	318	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	622	1003	-	-	1532	-
Stage 1	961	-	-	-	-	-
Stage 2	738	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	570	1003	-	-	1532	-
Mov Cap-2 Maneuver	570	-	-	-	-	-
Stage 1	961	-	-	-	-	-
Stage 2	676	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.4	0	4.8
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	570	1003	1532	-
HCM Lane V/C Ratio	-	-	0.034	0.104	0.081	-
HCM Control Delay (s)	-	-	11.5	9	7.6	0
HCM Lane LOS	-	-	B	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.3	0.3	-

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	600	82	92	616	0	48	0	86	27	1	75
Future Vol, veh/h	0	600	82	92	616	0	48	0	86	27	1	75
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	652	89	100	670	0	52	0	93	29	1	82

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	741	0	0	1233	1567	371	1196	1611	335
Stage 1	-	-	-	-	-	-	697	697	-	870	870	-
Stage 2	-	-	-	-	-	-	536	870	-	326	741	-
Critical Hdwy	-	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	-	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	0	-	-	1119	-	0	225	145	*865	*243	135	661
Stage 1	0	-	-	-	-	0	698	637	-	*313	367	-
Stage 2	0	-	-	-	-	0	496	367	-	*816	603	-
Platoon blocked, %		-	-	1	-		1	1	1	1	1	
Mov Cap-1 Maneuver	-	-	-	1119	-	-	175	125	*865	*193	116	661
Mov Cap-2 Maneuver	-	-	-	-	-	-	290	241	-	*262	226	-
Stage 1	-	-	-	-	-	-	698	637	-	*313	315	-
Stage 2	-	-	-	-	-	-	372	315	-	*728	603	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	1.5	13.4	13.8
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT	SBLn1	SBLn2
Capacity (veh/h)	290	865	-	-	1119	-	261	661
HCM Lane V/C Ratio	0.18	0.108	-	-	0.089	-	0.117	0.123
HCM Control Delay (s)	20.1	9.7	-	-	8.5	0.5	20.6	11.2
HCM Lane LOS	C	A	-	-	A	A	C	B
HCM 95th %tile Q(veh)	0.6	0.4	-	-	0.3	-	0.4	0.4

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑		↖	↗
Traffic Vol, veh/h	0	796	701	0	6	24
Future Vol, veh/h	0	796	701	0	6	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	865	762	0	7	26

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	1195	381
Stage 1	-	-	-	-	762	-
Stage 2	-	-	-	-	433	-
Critical Hdwy	-	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	-	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	0	-	-	0	*375	617
Stage 1	0	-	-	0	*421	-
Stage 2	0	-	-	0	*727	-
Platoon blocked, %		-	-		1	
Mov Cap-1 Maneuver	-	-	-	-	*375	617
Mov Cap-2 Maneuver	-	-	-	-	*375	-
Stage 1	-	-	-	-	*421	-
Stage 2	-	-	-	-	*727	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	11.8
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	SBLn1	SBLn2
Capacity (veh/h)	-	-	375	617
HCM Lane V/C Ratio	-	-	0.017	0.042
HCM Control Delay (s)	-	-	14.8	11.1
HCM Lane LOS	-	-	B	B
HCM 95th %tile Q(veh)	-	-	0.1	0.1

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	781	15	24	682	19	19
Future Vol, veh/h	781	15	24	682	19	19
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	849	16	26	741	21	21

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	865	0	1280	857
Stage 1	-	-	-	-	857	-
Stage 2	-	-	-	-	423	-
Critical Hdwy	-	-	4.13	-	6.63	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.83	-
Follow-up Hdwy	-	-	2.219	-	3.519	3.319
Pot Cap-1 Maneuver	-	-	*649	-	*409	*434
Stage 1	-	-	-	-	*409	-
Stage 2	-	-	-	-	*630	-
Platoon blocked, %	-	-	1	-	1	1
Mov Cap-1 Maneuver	-	-	*649	-	*381	*434
Mov Cap-2 Maneuver	-	-	-	-	*381	-
Stage 1	-	-	-	-	*409	-
Stage 2	-	-	-	-	*587	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.7	14.9
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	406	-	-	* 649	-
HCM Lane V/C Ratio	0.102	-	-	0.04	-
HCM Control Delay (s)	14.9	-	-	10.8	0.3
HCM Lane LOS	B	-	-	B	A
HCM 95th %tile Q(veh)	0.3	-	-	0.1	-

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	17	780	701	9	0	0
Future Vol, veh/h	17	780	701	9	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	848	762	10	0	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	772	0	-	0	-	386
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	4.13	-	-	-	-	6.93
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	2.219	-	-	-	-	3.319
Pot Cap-1 Maneuver	841	-	-	-	0	613
Stage 1	-	-	-	-	0	-
Stage 2	-	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	841	-	-	-	-	613
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	841	-	-	-	-
HCM Lane V/C Ratio	0.022	-	-	-	-
HCM Control Delay (s)	9.4	0	-	-	0
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	3.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	8	88	153	14	29	80
Future Vol, veh/h	8	88	153	14	29	80
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	79	79	79	79	79	79
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	111	194	18	37	101

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	378	203	0	0	212	0
Stage 1	203	-	-	-	-	-
Stage 2	175	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	624	838	-	-	1358	-
Stage 1	831	-	-	-	-	-
Stage 2	855	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	606	838	-	-	1358	-
Mov Cap-2 Maneuver	606	-	-	-	-	-
Stage 1	831	-	-	-	-	-
Stage 2	830	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.1	0	2.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	606	838	1358	-
HCM Lane V/C Ratio	-	-	0.017	0.133	0.027	-
HCM Control Delay (s)	-	-	11	10	7.7	0
HCM Lane LOS	-	-	B	B	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.5	0.1	-

Intersection	
Int Delay, s/veh	3.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	521	52	81	798	0	22	0	57	46	11	140
Future Vol, veh/h	0	521	52	81	798	0	22	0	57	46	11	140
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	620	62	96	950	0	26	0	68	55	13	167

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	682	0	0	1325	1793	341	1452	1824	475
Stage 1	-	-	-	-	-	-	651	651	-	1142	1142	-
Stage 2	-	-	-	-	-	-	674	1142	-	310	682	-
Critical Hdwy	-	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	-	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	0	-	-	1135	-	0	170	94	*896	*131	89	536
Stage 1	0	-	-	-	-	0	684	633	-	*213	273	-
Stage 2	0	-	-	-	-	0	410	273	-	*844	609	-
Platoon blocked, %		-	-	1	-		1	1	1	1	1	
Mov Cap-1 Maneuver	-	-	-	1135	-	-	95	77	*896	*105	73	536
Mov Cap-2 Maneuver	-	-	-	-	-	-	180	176	-	*179	169	-
Stage 1	-	-	-	-	-	-	684	633	-	*213	224	-
Stage 2	-	-	-	-	-	-	218	224	-	*780	609	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	1.3	14.6	21.3
HCM LOS			B	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT	SBLn1	SBLn2
Capacity (veh/h)	180	896	-	-	1135	-	177	536
HCM Lane V/C Ratio	0.146	0.076	-	-	0.085	-	0.383	0.311
HCM Control Delay (s)	28.4	9.3	-	-	8.5	0.6	37.5	14.7
HCM Lane LOS	D	A	-	-	A	A	E	B
HCM 95th %tile Q(veh)	0.5	0.2	-	-	0.3	-	1.7	1.3

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑		↖	↗
Traffic Vol, veh/h	0	606	884	0	16	42
Future Vol, veh/h	0	606	884	0	16	42
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	697	1016	0	18	48

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	1365	508
Stage 1	-	-	-	-	1016	-
Stage 2	-	-	-	-	349	-
Critical Hdwy	-	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	-	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	0	-	-	0	*206	510
Stage 1	0	-	-	0	*310	-
Stage 2	0	-	-	0	*814	-
Platoon blocked, %		-	-		1	
Mov Cap-1 Maneuver	-	-	-	-	*206	510
Mov Cap-2 Maneuver	-	-	-	-	*206	-
Stage 1	-	-	-	-	*310	-
Stage 2	-	-	-	-	*814	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	15.9
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	SBLn1	SBLn2
Capacity (veh/h)	-	-	206	510
HCM Lane V/C Ratio	-	-	0.089	0.095
HCM Control Delay (s)	-	-	24.2	12.8
HCM Lane LOS	-	-	C	B
HCM 95th %tile Q(veh)	-	-	0.3	0.3

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	32	592	894	32	0	0
Future Vol, veh/h	32	592	894	32	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	36	658	993	36	0	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1029	0	-	0	-	515
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	4.13	-	-	-	-	6.93
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	2.219	-	-	-	-	3.319
Pot Cap-1 Maneuver	673	-	-	-	0	506
Stage 1	-	-	-	-	0	-
Stage 2	-	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	673	-	-	-	-	506
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0.5	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	673	-	-	-	-
HCM Lane V/C Ratio	0.053	-	-	-	-
HCM Control Delay (s)	10.6	0	-	-	0
HCM Lane LOS	B	A	-	-	A
HCM 95th %tile Q(veh)	0.2	-	-	-	-

Intersection	
Int Delay, s/veh	5.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	17	96	62	12	114	78
Future Vol, veh/h	17	96	62	12	114	78
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	104	67	13	124	85

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	407	74	0	0	80	0
Stage 1	74	-	-	-	-	-
Stage 2	333	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	600	988	-	-	1518	-
Stage 1	949	-	-	-	-	-
Stage 2	726	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	548	988	-	-	1518	-
Mov Cap-2 Maneuver	548	-	-	-	-	-
Stage 1	949	-	-	-	-	-
Stage 2	664	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.5	0	4.5
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	548	988	1518	-
HCM Lane V/C Ratio	-	-	0.034	0.106	0.082	-
HCM Control Delay (s)	-	-	11.8	9.1	7.6	0
HCM Lane LOS	-	-	B	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.4	0.3	-

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	725	81	91	745	0	47	0	85	27	1	75
Future Vol, veh/h	0	725	81	91	745	0	47	0	85	27	1	75
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	788	88	99	810	0	51	0	92	29	1	82

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	876	0	0	1436	1840	438	1402	1884	405
Stage 1	-	-	-	-	-	-	832	832	-	1008	1008	-
Stage 2	-	-	-	-	-	-	604	1008	-	394	876	-
Critical Hdwy	-	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	-	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	0	-	-	1069	-	0	175	98	*805	*189	90	595
Stage 1	0	-	-	-	-	0	681	613	-	*258	316	-
Stage 2	0	-	-	-	-	0	452	316	-	*759	578	-
Platoon blocked, %		-	-	1	-		1	1	1	1	1	
Mov Cap-1 Maneuver	-	-	-	1069	-	-	131	82	*805	*146	75	595
Mov Cap-2 Maneuver	-	-	-	-	-	-	249	198	-	*214	186	-
Stage 1	-	-	-	-	-	-	681	613	-	*258	263	-
Stage 2	-	-	-	-	-	-	323	263	-	*672	578	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	1.5	14.8	15.5
HCM LOS			B	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT	SBLn1	SBLn2
Capacity (veh/h)	249	805	-	-	1069	-	213	595
HCM Lane V/C Ratio	0.205	0.115	-	-	0.093	-	0.143	0.137
HCM Control Delay (s)	23.2	10.1	-	-	8.7	0.6	24.7	12
HCM Lane LOS	C	B	-	-	A	A	C	B
HCM 95th %tile Q(veh)	0.8	0.4	-	-	0.3	-	0.5	0.5

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑		↖	↗
Traffic Vol, veh/h	0	962	847	0	6	24
Future Vol, veh/h	0	962	847	0	6	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1046	921	0	7	26

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	1444	461
Stage 1	-	-	-	-	921	-
Stage 2	-	-	-	-	523	-
Critical Hdwy	-	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	-	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	0	-	-	0	*273	547
Stage 1	0	-	-	0	*348	-
Stage 2	0	-	-	0	*669	-
Platoon blocked, %		-	-		1	
Mov Cap-1 Maneuver	-	-	-	-	*273	547
Mov Cap-2 Maneuver	-	-	-	-	*273	-
Stage 1	-	-	-	-	*348	-
Stage 2	-	-	-	-	*669	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	13.2
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	SBLn1	SBLn2
Capacity (veh/h)	-	-	273	547
HCM Lane V/C Ratio	-	-	0.024	0.048
HCM Control Delay (s)	-	-	18.5	11.9
HCM Lane LOS	-	-	C	B
HCM 95th %tile Q(veh)	-	-	0.1	0.1

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	17	938	841	9	0	0
Future Vol, veh/h	17	938	841	9	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	1020	914	10	0	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	924	0	-	0	-	462
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	4.13	-	-	-	-	6.93
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	2.219	-	-	-	-	3.319
Pot Cap-1 Maneuver	737	-	-	-	0	547
Stage 1	-	-	-	-	0	-
Stage 2	-	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	737	-	-	-	-	547
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	737	-	-	-	-
HCM Lane V/C Ratio	0.025	-	-	-	-
HCM Control Delay (s)	10	0	-	-	0
HCM Lane LOS	B	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	-

Intersection	
Int Delay, s/veh	3.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	10	88	153	16	29	80
Future Vol, veh/h	10	88	153	16	29	80
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	79	79	79	79	79	79
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	111	194	20	37	101

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	379	204	0	0	214	0
Stage 1	204	-	-	-	-	-
Stage 2	175	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	623	837	-	-	1356	-
Stage 1	830	-	-	-	-	-
Stage 2	855	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	605	837	-	-	1356	-
Mov Cap-2 Maneuver	605	-	-	-	-	-
Stage 1	830	-	-	-	-	-
Stage 2	830	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.1	0	2.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	605	837	1356	-
HCM Lane V/C Ratio	-	-	0.021	0.133	0.027	-
HCM Control Delay (s)	-	-	11.1	10	7.7	0
HCM Lane LOS	-	-	B	B	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.5	0.1	-

Intersection	
Int Delay, s/veh	3.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	535	54	83	811	0	24	0	59	46	11	140
Future Vol, veh/h	0	535	54	83	811	0	24	0	59	46	11	140
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	84	84	84	84	84	84	84	84	84	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	637	64	99	965	0	29	0	70	55	13	167

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	701	0	0	1356	1832	351	1482	1864	483
Stage 1	-	-	-	-	-	-	669	669	-	1163	1163	-
Stage 2	-	-	-	-	-	-	687	1163	-	319	701	-
Critical Hdwy	-	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	-	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	0	-	-	1114	-	0	160	88	*896	*124	84	530
Stage 1	0	-	-	-	-	0	664	619	-	*207	267	-
Stage 2	0	-	-	-	-	0	403	267	-	*844	595	-
Platoon blocked, %		-	-	1	-		1	1	1	1	1	
Mov Cap-1 Maneuver	-	-	-	1114	-	-	88	71	*896	*97	67	530
Mov Cap-2 Maneuver	-	-	-	-	-	-	172	169	-	*173	162	-
Stage 1	-	-	-	-	-	-	664	619	-	*207	216	-
Stage 2	-	-	-	-	-	-	210	216	-	*778	595	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	1.4	15.4	22
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT	SBLn1	SBLn2
Capacity (veh/h)	172	896	-	-	1114	-	171	530
HCM Lane V/C Ratio	0.166	0.078	-	-	0.089	-	0.397	0.314
HCM Control Delay (s)	30.1	9.4	-	-	8.5	0.7	39.3	14.9
HCM Lane LOS	D	A	-	-	A	A	E	B
HCM 95th %tile Q(veh)	0.6	0.3	-	-	0.3	-	1.7	1.3

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑		↖	↗
Traffic Vol, veh/h	0	622	900	0	16	42
Future Vol, veh/h	0	622	900	0	16	42
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	715	1034	0	18	48

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	1392	517
Stage 1	-	-	-	-	1034	-
Stage 2	-	-	-	-	358	-
Critical Hdwy	-	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	-	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	0	-	-	0	*211	503
Stage 1	0	-	-	0	*304	-
Stage 2	0	-	-	0	*785	-
Platoon blocked, %		-	-		1	
Mov Cap-1 Maneuver	-	-	-	-	*211	503
Mov Cap-2 Maneuver	-	-	-	-	*211	-
Stage 1	-	-	-	-	*304	-
Stage 2	-	-	-	-	*785	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	15.9
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	SBLn1	SBLn2
Capacity (veh/h)	-	-	211	503
HCM Lane V/C Ratio	-	-	0.087	0.096
HCM Control Delay (s)	-	-	23.7	12.9
HCM Lane LOS	-	-	C	B
HCM 95th %tile Q(veh)	-	-	0.3	0.3

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	1.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	589	33	54	859	41	43
Future Vol, veh/h	589	33	54	859	41	43
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	640	36	59	934	45	47

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	676	0	1243	658
Stage 1	-	-	-	-	658	-
Stage 2	-	-	-	-	585	-
Critical Hdwy	-	-	4.13	-	6.63	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.83	-
Follow-up Hdwy	-	-	2.219	-	3.519	3.319
Pot Cap-1 Maneuver	-	-	*924	-	*583	*617
Stage 1	-	-	-	-	*583	-
Stage 2	-	-	-	-	*521	-
Platoon blocked, %	-	-	1	-	1	1
Mov Cap-1 Maneuver	-	-	*924	-	*505	*617
Mov Cap-2 Maneuver	-	-	-	-	*505	-
Stage 1	-	-	-	-	*583	-
Stage 2	-	-	-	-	*452	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1	12.7
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	557	-	-	* 924	-
HCM Lane V/C Ratio	0.164	-	-	0.064	-
HCM Control Delay (s)	12.7	-	-	9.2	0.5
HCM Lane LOS	B	-	-	A	A
HCM 95th %tile Q(veh)	0.6	-	-	0.2	-

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	32	618	923	32	0	0
Future Vol, veh/h	32	618	923	32	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	36	687	1026	36	0	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1062	0	-	0	-	531
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	4.13	-	-	-	-	6.93
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	2.219	-	-	-	-	3.319
Pot Cap-1 Maneuver	654	-	-	-	0	494
Stage 1	-	-	-	-	0	-
Stage 2	-	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	654	-	-	-	-	494
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0.5	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	654	-	-	-	-
HCM Lane V/C Ratio	0.054	-	-	-	-
HCM Control Delay (s)	10.8	0	-	-	0
HCM Lane LOS	B	A	-	-	A
HCM 95th %tile Q(veh)	0.2	-	-	-	-

Intersection	
Int Delay, s/veh	5.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	18	96	62	13	114	78
Future Vol, veh/h	18	96	62	13	114	78
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	104	67	14	124	85

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	407	74	0	0	81	0
Stage 1	74	-	-	-	-	-
Stage 2	333	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	600	988	-	-	1517	-
Stage 1	949	-	-	-	-	-
Stage 2	726	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	548	988	-	-	1517	-
Mov Cap-2 Maneuver	548	-	-	-	-	-
Stage 1	949	-	-	-	-	-
Stage 2	664	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.5	0	4.5
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	548	988	1517	-
HCM Lane V/C Ratio	-	-	0.036	0.106	0.082	-
HCM Control Delay (s)	-	-	11.8	9.1	7.6	0
HCM Lane LOS	-	-	B	A	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0.4	0.3	-

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	731	82	92	750	0	48	0	86	27	1	75
Future Vol, veh/h	0	731	82	92	750	0	48	0	86	27	1	75
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	-	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	1	-	-	1	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	795	89	100	815	0	52	0	93	29	1	82

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	-	0	0	884	0	0	1448	1855	442	1413	1899	408
Stage 1	-	-	-	-	-	-	840	840	-	1015	1015	-
Stage 2	-	-	-	-	-	-	608	1015	-	398	884	-
Critical Hdwy	-	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	-	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	0	-	-	1059	-	0	170	95	*805	*184	88	593
Stage 1	0	-	-	-	-	0	671	607	-	*255	314	-
Stage 2	0	-	-	-	-	0	450	314	-	*759	572	-
Platoon blocked, %		-	-	1	-		1	1	1	1	1	
Mov Cap-1 Maneuver	-	-	-	1059	-	-	127	79	*805	*141	73	593
Mov Cap-2 Maneuver	-	-	-	-	-	-	246	195	-	*211	183	-
Stage 1	-	-	-	-	-	-	671	607	-	*255	260	-
Stage 2	-	-	-	-	-	-	320	260	-	*671	572	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	1.5	14.9	15.5
HCM LOS			B	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT	SBLn1	SBLn2
Capacity (veh/h)	246	805	-	-	1059	-	210	593
HCM Lane V/C Ratio	0.212	0.116	-	-	0.094	-	0.145	0.137
HCM Control Delay (s)	23.5	10.1	-	-	8.8	0.6	25	12
HCM Lane LOS	C	B	-	-	A	A	D	B
HCM 95th %tile Q(veh)	0.8	0.4	-	-	0.3	-	0.5	0.5

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑↑	↑↑		↖	↗
Traffic Vol, veh/h	0	969	853	0	6	24
Future Vol, veh/h	0	969	853	0	6	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	1053	927	0	7	26

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	1454	464
Stage 1	-	-	-	-	927	-
Stage 2	-	-	-	-	527	-
Critical Hdwy	-	-	-	-	6.84	6.94
Critical Hdwy Stg 1	-	-	-	-	5.84	-
Critical Hdwy Stg 2	-	-	-	-	5.84	-
Follow-up Hdwy	-	-	-	-	3.52	3.32
Pot Cap-1 Maneuver	0	-	-	0	*267	545
Stage 1	0	-	-	0	*346	-
Stage 2	0	-	-	0	*669	-
Platoon blocked, %		-	-		1	
Mov Cap-1 Maneuver	-	-	-	-	*267	545
Mov Cap-2 Maneuver	-	-	-	-	*267	-
Stage 1	-	-	-	-	*346	-
Stage 2	-	-	-	-	*669	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	13.3
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	SBLn1	SBLn2
Capacity (veh/h)	-	-	267	545
HCM Lane V/C Ratio	-	-	0.024	0.048
HCM Control Delay (s)	-	-	18.8	11.9
HCM Lane LOS	-	-	C	B
HCM 95th %tile Q(veh)	-	-	0.1	0.1

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	954	15	24	834	19	19
Future Vol, veh/h	954	15	24	834	19	19
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1037	16	26	907	21	21

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	1053	0	1551	1045
Stage 1	-	-	-	-	1045	-
Stage 2	-	-	-	-	506	-
Critical Hdwy	-	-	4.13	-	6.63	6.23
Critical Hdwy Stg 1	-	-	-	-	5.43	-
Critical Hdwy Stg 2	-	-	-	-	5.83	-
Follow-up Hdwy	-	-	2.219	-	3.519	3.319
Pot Cap-1 Maneuver	-	-	*420	-	*265	*280
Stage 1	-	-	-	-	*265	-
Stage 2	-	-	-	-	*571	-
Platoon blocked, %	-	-	1	-	1	1
Mov Cap-1 Maneuver	-	-	*420	-	*232	*280
Mov Cap-2 Maneuver	-	-	-	-	*232	-
Stage 1	-	-	-	-	*265	-
Stage 2	-	-	-	-	*500	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1.2	21.9
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	254	-	-	* 420	-
HCM Lane V/C Ratio	0.163	-	-	0.062	-
HCM Control Delay (s)	21.9	-	-	14.1	0.8
HCM Lane LOS	C	-	-	B	A
HCM 95th %tile Q(veh)	0.6	-	-	0.2	-

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	17	948	852	9	0	0
Future Vol, veh/h	17	948	852	9	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	1030	926	10	0	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	936	0	-	0	-	468
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	4.13	-	-	-	-	6.93
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	2.219	-	-	-	-	3.319
Pot Cap-1 Maneuver	730	-	-	-	0	542
Stage 1	-	-	-	-	0	-
Stage 2	-	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	730	-	-	-	-	542
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	730	-	-	-	-
HCM Lane V/C Ratio	0.025	-	-	-	-
HCM Control Delay (s)	10.1	0	-	-	0
HCM Lane LOS	B	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	-

Appendix E
On-Site Observations

LAMBETH ENGINEERING

Beltline Elementary & Walmart, Lancaster Queue Observations

Location: 1355 W Belt Line Rd, Lancaster, TX 75146

Day, Date: Friday, January 20, 2023

Observed by: REL

Weather: Sunny, Clear

	1. School West Driveway (WB Left)	2. Walmart (EB left into Walmart Drive)	3. School Center Driveway (WB Left)	4. School East Driveway (WB left into School driveway)
7:30	Exit Only	1	Exit Only	2
7:31		0		0
7:32		0		0
7:33		1		0
7:34		0		0
7:35		0		1
7:36		0		2
7:37		0		0
7:38		0		1
7:39		0		0
7:40		0		0
7:41		0		0
7:42		0		0
7:43		0		0
7:44		2		1
7:45		0		0
7:46		2		1
7:47		0		0
7:48		0		1
7:49		0		0
7:50		0		1
7:51		1		0
7:52		0		0
7:53		0		0
7:54		0		1
7:55		1		0
7:56		0		0
7:57		0		1
7:58		0		0
7:59		1		1
8:00		1		0

LAMBETH ENGINEERING

Beltline Elementary & Walmart, Lancaster Queue Observations

Location: 1355 W Belt Line Rd, Lancaster, TX 75146

Day, Date: Thursday, January 19, 2023

Observed by: CHL

Weather: Sunny, Clear

	1. School West Driveway (WB Left)	2. Walmart (EB left into Walmart Drive)	3. School Center Driveway (WB Left)	4. School East Driveway (WB left into School driveway)
7:53	Exit Only	0	Exit Only	0
7:54		1		0
7:55		1		0
7:56		1		1 (Bus)
7:57		0		0
7:58		1		0
7:59		0		2 (< 2 sec)
8:00		0		0
8:01		0		2 (3 sec)
8:02		0		1
8:03		0		0
8:04		0		0
8:05		0		1
8:06		0		1
8:07		0		0
8:08		0		1
8:09		0		1
8:10		0		0
8:11		0		1
8:12		0		0
8:13		0		1

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **5.**

Meeting Date: 03/27/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Financially Sound Government
Quality Development

Submitted by: Shane Shepard, Director Economic Development

Agenda Caption:

Discuss and consider a resolution ratifying the terms and conditions of an agreement by and between the Lancaster Economic Development Corporation, ("LEDC") and NaviRetail, Inc. for research and consulting services in an amount not to exceed forty-five thousand dollars ($45,000) from funds collected from the ¼ of 1 percent additional sales and use tax.

Background:

NaviRetail, Inc. is a Fort Worth-based business that provides market analysis and business recruitment strategies for communities and businesses. This agreement will provide their services for a one-year period.

City Council goals for this year include broadening the options of commercial facilities that benefit local residents. NaviRetail, Inc. provides a different approach to demographic research and retail recruitment assistance for cities. This company helps communities develop and implement a retail recruitment strategy, up to and including assisting with community direct marketing efforts. NaviRetail, Inc. provides highly detailed analytic information that is equivalent or superior to other companies in the field. Private companies contract with NaviRetail, Inc. for their services. It is this access to the business community that provides a unique path to accomplishing retail recruitment goals.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The agreement will not exceed forty-five thousand five hundred dollars ($45,000). Adequate funds are available in the Lancaster Economic Development Corporation fund balance, but will require an end-of-year budget adjustment.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the item, as presented.

Attachments

Resolution

Invoice

Exhibit A - Scope of Work

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, RATIFYING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION ("LEDC") AND NAVIRETAIL, INC. FOR RESEARCH AND CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS ($45,000); AUTHORIZING THE LEDC TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lancaster Economic Development Corporation ("LEDC") desires to contract with NaviRetail, Inc. to provide research and consulting services; and

WHEREAS, on March 16, 2023, the Board of Directors of LEDC passed and approved Resolution 2023-03-02 authorizing the LEDC to enter into an Agreement with NaviRetail, Inc. for research and consulting services in an amount not to exceed forty-five thousand dollars ($45,000); and

WHEREAS, the City of Lancaster and LEDC recognize the importance of their continued role in economic development in the community of Lancaster; and are authorized by state law to promote local economic development by stimulating the local economy; and

WHEREAS, the City Council of the City of Lancaster Texas finds it is in the best interest of the citizens of the City to ratify the actions of the LEDC Board of Directors at the March 16, 2023 LEDC Meeting and to authorize the LEDC to enter into and execute an Agreement with NaviRetail, Inc.

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

SECTION 1. The City Council of the City of Lancaster, Texas ratifies the March 16, 2023 actions of the Board of Directors of the LEDC approving an Agreement by and between NaviRetail, Inc. and the LEDC, as set forth in and incorporated by reference in the documents attached as Exhibit "A."

SECTION 2. The City Council authorizes the LEDC to enter into the Agreement with NaviRetail, Inc. and to execute the Agreement.

SECTION 3. That this resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of March, 2023

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

NaviRetail Inc.
201 Main St Ste 600
Fort Worth, TX 76102
+1 9016540790
www.naviretail.com

NaviRetail

BILL TO
Shane Shepard
City of Lancaster
211 North Henry Street
Lancaster, Texas 75146

INVOICE # 1175
DATE 01/03/2023
DUE DATE 02/02/2023
TERMS Net 30

DATE	DESCRIPTION	AMOUNT
01/03/2023	**Consulting Services** Market Analysis and Retail Recruitment Services - 12 Months	45,000.00

BALANCE DUE **$45,000.00**

Make all checks payable to NaviRetail. If you have any questions concerning this invoice, please contact us at (901) 654-0790 or via e-mail at billing@naviretail.com.

NaviRetail
We are the retail experts.

VALID FOR 60 DAYS

PROPOSED

SCOPE OF WORK

Market Analysis and Retail Recruitment Services

Lancaster, Texas March 2023

Fort Worth Office
201 Main Street
Suite 600
Fort Worth, Texas 76102

Memphis Office
5100 Poplar Avenue
Suite 2700
Memphis, Tennessee 38137

NaviRetail
We are the retail experts.

Casey Kidd, CEO
NaviRetail Inc.
201 Main Street
Suite 600
Fort Worth, Texas 76102

March 21, 2023

Shane Shepard, Economic Development Director
City of Lancaster
211 North Henry Street
Lancaster, Texas 75146

Re: Market Analysis and Retail Recruitment Services

Shane:

I want to take this opportunity to thank you for reviewing our Scope of Work and considering us. NaviRetail has long-awaited the chance to work with Lancaster.

As we've discussed in the past, we do things very differently, and I truly believe this approach is exactly what the city needs in order to accomplish its many development goals.

As a company, we take great pride in ensuring that every detail of a project is not only recognized, but also, addressed in a very intentional manner. Our approach to every project prioritizes the following:

1. Quality over quantity
2. Cutting-edge creativity
3. Commitment and perseverance

We believe that every project should begin with a well-defined plan; however, I can't emphasize enough the need for economic responsibility and sustainability when crafting this plan. We are full-fledged supporters of new business development while also maintaining economic sustainability amongst current businesses in Lancaster.

With your help, I believe that we can not only accomplish the goals of the city, but exceed them in every way. I am confident we will have success, and I can't wait to see Lancaster thrive like we all know it should.

Please review the following Scope of Work; and if you should have any questions, feel free to contact me directly via phone at (662) 419-8098 or e-mail at casey@naviretail.com.

Sincerely,

Casey Kidd

Casey Kidd, CEO

NaviRetail

EXECUTIVE

SUMMARY

EXECUTIVE **SUMMARY**

You might be asking yourself: *Why is _____ not here?* or *How come we don't have a _____?*

The answers to these questions vary from scenario to scenario, but one thing remains true for all: If they could be there, they would be. Our goal is to find out what is keeping them from being there and mitigate any issues that might stand in the way of them locating.

Year 1

Phase 1: **Critical Path Method (CPM) & Project Kickoff**
We will meet with the economic development staff to organize efforts and determine the CPM for future development in Lancaster. This step ensures our process remains both efficient and pragmatic.

Phase 2: **Data Gathering & Collection**
We will start by gathering all the necessary data and facts about the area. This data focuses primarily on those who frequently shop and eat in the area, not just those who live within the Lancaster city limits.

Phase 3: **Market Analysis & Mobility Assessment**
We will use market insights to study the patterns and trends concerning Lancaster's consumers. With this information, we can better affect recruitment. This helps us to "zero-in" on prospective business targets.

Phase 4: **Combine Reports & Market Findings**
We will create comprehensive reports to better convey what this information means. What good is all of this useful information if presented in a way that is hard to digest or understand? Simple is better and that's exactly our approach.

Phase 5: **Community Forum & Recruitment Workshop**
We will host two separate seminars in Lancaster where local stakeholders, developers, and businesses all have a chance to network as well as receive relevant market data. Community buy-in is imperative.

Phase 6: **Retailer Matching & Targeting Strategies**
We will match the city's data to businesses that are a fit for Lancaster. Effective targeting is crucial to the success of our recruitment efforts. This is why possessing in-depth data about the city's consumers proves to be so important.

Phase 7: **Site Matching & Inventory Assessment**
We will match targeted businesses with sites that would best suit them. Matching retailers with sites that fit their consumer's psychographic profile and spending trend is paramount when courting a business prospect.

Phase 8: **Hotel Monitoring & Feasibility Study (Optional +$8,500)**
We will prepare a hotel feasibility study for a proposed hotel property in Lancaster so that NaviRetail has adequate and necessary marketing collateral while attracting prospective hotel developers to the city.

Phase 9: **Action Items & Recommendations**
We will identify and address any issues that might be hindering the city's development goals. We will submit relevant recommendations that serve to mitigate obstacles that would slow down the development process.

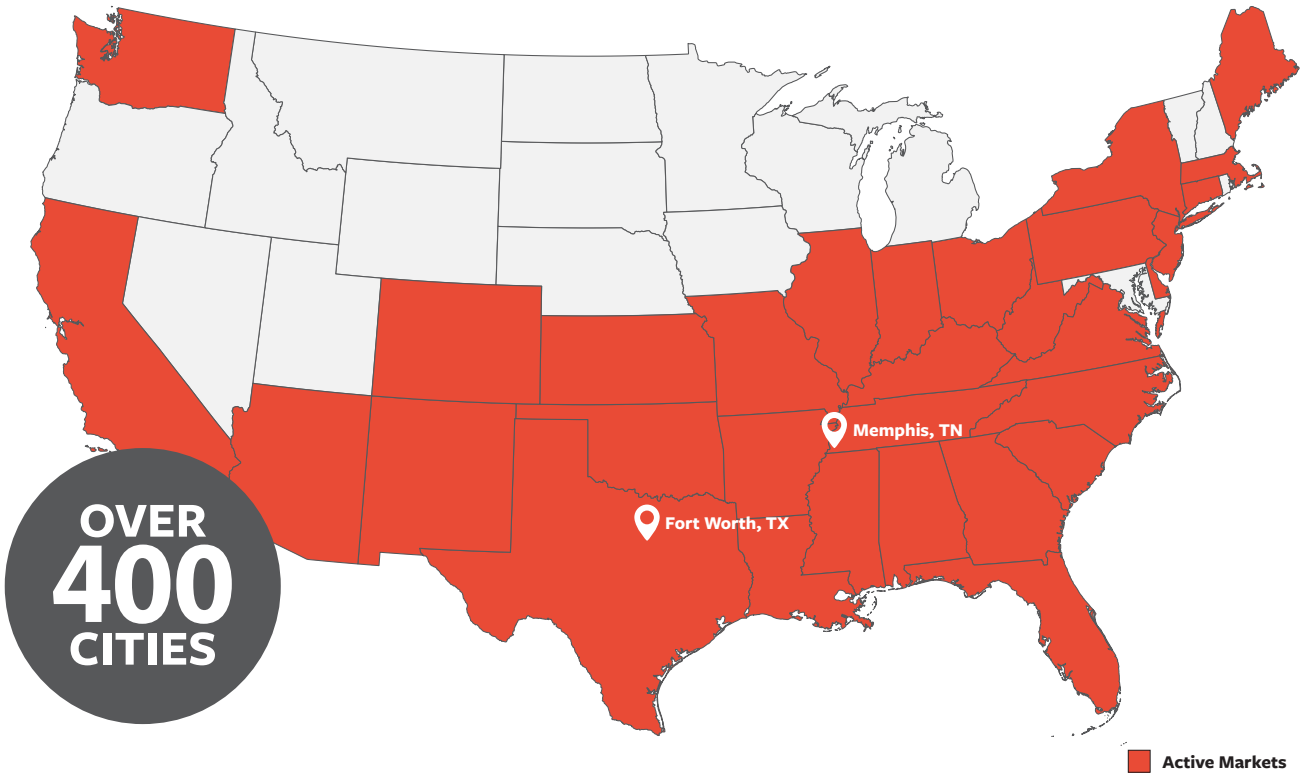
Phase 10: **Business Recruitment & Retention**
We will begin contacting targeted retailers and developers on the city's behalf. This is where our vast network of industry connections with both retailers and developers is such a value to Lancaster. Having a "foot in the door" speeds up this process tremendously.

NaviRetail

COMPANY BACKGROUND &

EXPERIENCE

OUR **COMPANY**



ABOUT US

Founded in 2016, NaviRetail quickly became the industry leader in economic development consulting and new business recruitment. The tenure of several employees at other companies provided a new perspective on the retail recruitment industry and has allowed NaviRetail to differentiate itself from competitors.

NaviRetail team members have worked in as many as 30 different states and over 400 communities all across the U.S. With over 50 years in combined experience, we are shedding new light on the retail recruitment industry. This perspective is mandatory to recruit the retailers your constituents want to see.

Clark Tower – Memphis, Tennessee Office

Wells Fargo Tower – Fort Worth, Texas Office

We want to show you the retail potential Lancaster has and also allow you the opportunity to work together with us during the process. This is the part of our job that we love the most. Developing relationships and working directly with communities are the key elements to success.

We are dedicated to becoming a full-fledged community partner, as this is the exact sort of environment which yields success. We will bridge the gap between both the public and private sectors.

OUR **LEADERSHIP**

About the CEO

Casey Kidd

Chief Executive Officer

A native of North Mississippi, Casey Kidd has worked as an economic development consultant across the U.S. for more than a decade. His passion for unconventional data analysis, combined with his knack for working deals for cities from start to finish, make him a well-suited match for the ever-changing retail market. Kidd has worked with government officials and stakeholders in over 400 communities and 30 states — and can likely tell you the exact address of city hall, the nearest Walmart, and the best local brewery in each of them.

Aside from his expertise in data analysis and placemaking, Kidd is largely guided by his personal relationships with national retailers. These connections give him an insider's perspective into specifics retailers look for when considering a new site, as well as how cities can position themselves more competitively in today's market.

Early in his career, Kidd developed the first technology for interpreting cell phone data to track consumer movement and spending; and he continues to be committed to giving back to the industry with the development of cutting edge technology.

Before his love for data and dealmaking sent him on the road, Casey traveled as a professional musician and composer. His work is still brought to life by groups across the world, while he spends most of his days now on an airplane (possibly one he's piloting), on the phone, or at a desk making deals happen for small town America.

Board of Directors

Casey Kidd
President &
Chief Executive Officer

Walker Wright
Vice President &
Director of Sales

Dan Umberger
Treasurer &
Director of Operations

Jeff Leathers
Secretary &
General Counsel

NaviRetail

PROPOSED

SCOPE OF WORK

Phase 1

Critical Path Method (CPM) & Project Kickoff

Thank you for taking the initiative to be proactive rather than reactive. By hiring us, you're proving that the future development in Lancaster is a priority that cannot be ignored. Our critical path method (CPM) includes several discussion topics listed below. We look forward to kicking off this project with the city and discussing our approach.

Our plan, while not necessarily a step-by-step guide, will aid in the decisions the city will be making in determining the future for Lancaster. We will place much emphasis on ensuring economic democracy amongst current businesses so as not to change the self-managed enterprises that already exist in the local market.

We will thoroughly research and analyze various aspects about the community, even outside of the local economy, so that we offer the most complete perspective available by an outside firm. The topics presented will be done so in a diplomatic fashion, but with the utmost importance placed on truth, accuracy, and pragmatism.

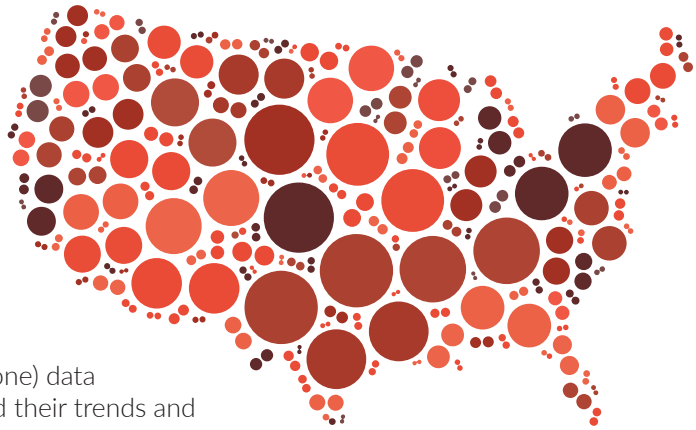
Topics To Be Covered:

This list is simply a minimum list of topics to be included and is expected to grow as this process continues and our data is gathered.

- Business Feasibility and Consumer Targeting
- Overall Aesthetics of the Lancaster Market
- Government Organization and Economic Solidarity
- Inclusion and Availability of Small Business Resources
- Available Properties Highest and Best Uses
- Future Housing Development
- Infrastructure Improvements and Expansion
- Retail Education and Current Business Development
- Tourism Planning and Staffing Considerations
- Young Talent Retention Strategies
- Workforce Development and Education

Phase 2

Data Gathering & Collection



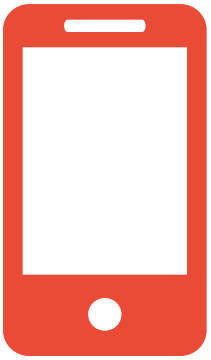
1. ***Identify*** **Existing Businesses**
   NaviRetail will identify existing businesses in the market to survey the base of all the consumers present in the market.

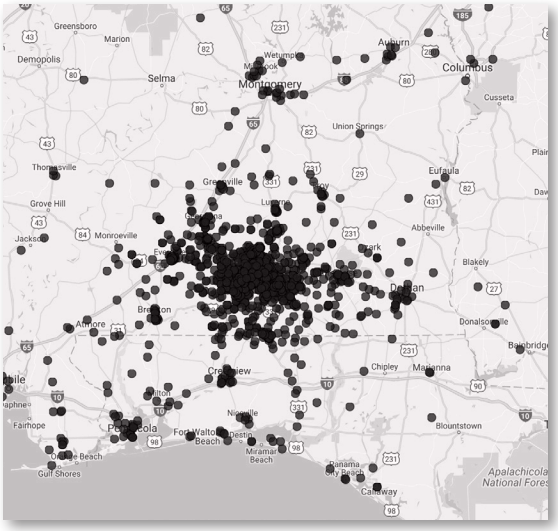
2. ***Ping*** **Mobile Device Data**
   NaviRetail will collect mobile device (cell phone) data about these consumers to better understand their trends and patterns.

3. ***Collect*** **Demographics, Psychographics, and Leakage/Surplus Data**
   NaviRetail will collect all relevant demographic, psychographic, and sales leakage/surplus data to be paired with relevant mobile device data.

How **do you do that?**
Through strategic partnerships, NaviRetail has the ability to track the GPS in location-enabled devices all across the United States. This data shows us where consumers live, work, and even where they were leading up to the surveyed retail location.

Why **is this important?**
Possessing accurate data is paramount. Retailers rely heavily on specific data regarding their consumers, and thankfully – NaviRetail is able to provide them with just that. Being able to show them what's happening in a given market is the first step to effective retail recruitment.





Phase 3

Market Analysis & Mobility Assessment

1. ***Determine*** **Retail Trade Area(s)**
   NaviRetail will evaluate the Retail Trade Areas for your market by filtering through the mobile device data collected, leaving only the most frequent consumers.

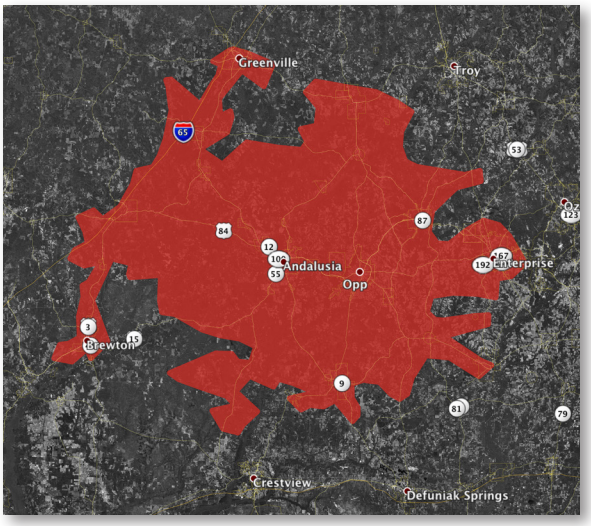
2. ***Pair*** **Data Sets**
   NaviRetail will pair geographic data with other data sources that may include consumer spending surveys, credit card transactions, and lifestyle attributes.

3. ***Analyze*** **Collected Data**
   NaviRetail will thoroughly analyze the demographics, psychographics, and leakage/surplus data to determine who your consumers are and what they're buying elsewhere.

4. ***Compare*** **Peer Communities**
   NaviRetail will identify peer communities with similar demographics that already possess the desired retail offerings the city seeks, helping to better understand how and why they located where they did.

5. ***Identify*** **Competing Communities**
   NaviRetail will identify competing communities that might be causing consumers to leave the city to purchase a particular good or service, ultimately causing retail sales to leak outside the city.

Why **is this important?**
Knowing the consumers in a given market is essential for targeting suitable retailers. We spend quite a bit of time gathering and analyzing information to accomplish this. In the end, the retailers feel most confident in their decision when they can depend on the information we've provided, even after a store is built.



Phase 4

Combine Reports & Market Findings

1. ***Create*** **Retail Marketing Flyer**
   NaviRetail will create marketing pieces for the city that contains pertinent information retailers and developers might want to see in first conversations.

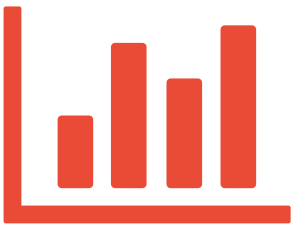
2. ***Create*** **Demographic, Psychographic, and Leakage/Surplus Reports**
   NaviRetail will compile all the collected demographic, psychographic, and leakage/surplus data into comprehensive reports, allowing the city to understand their standing in the local market.

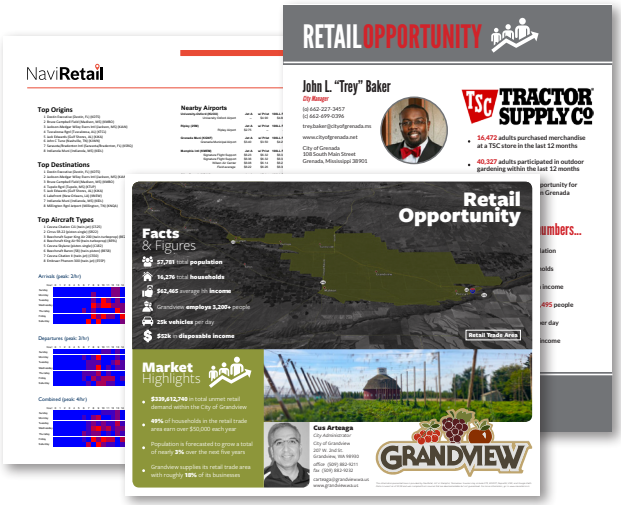
3. ***Create*** **Peer Analysis Report**
   NaviRetail will create a report detailing the identified peer communities that are similar, as well as information about how they might have obtained their current selection of retailers.

4. ***Create*** **Competing Communities Report**
   NaviRetail will create a report that lists the current competing communities of the city, threats that they might impose, as well as potential opportunities that exist because of their current situation.

5. ***Create*** **Radial & Drive-time Reports**
   NaviRetail will create several different radial and drive-time reports, allowing for fast access of general demographic information if needed by the city or members of NaviRetail while at trade shows.

Why **is this important?**
Not only do we provide you valuable data about your consumers, but we also compile it into a format retailers want to see. Branding is an extremely powerful tool when reaching out to retailers; therefore, we ensure that all of your reports are not only helpful, but also eye-catching and consistent. This is very influential when retailers are reviewing the facts about your consumers and Retail Trade Area.





Phase 5

Community Forum & Recruitment Workshop

1. ***Host*** **Seminars for Local Businesses & Stakeholders**
NaviRetail will host two (2) seminars in Lancaster:

The first seminar will invite local businesses and other major stakeholders to help identify ways in which to enrich the current retail landscape in Lancaster.

The second seminar will invite the City Council and the Planning / Zoning Commission to come and learn about what retail recruitment entails and ultimately means for the city as we work through this process together.

2. ***Connect*** **Locals with Opportunities for Development or Franchising**
NaviRetail will educate stakeholders about development and franchising opportunities, gather contact information, and follow-up with interested parties about how to get involved.

3. ***Identify*** **Potential Development & Redevelopment Opportunities**
NaviRetail will identify and pursue potential development and redevelopment opportunities involving those locally that might be interested in helping with future development or redevelopment in the area.

Why **is this important?**
Connecting with local stakeholders is essential for getting the entire city on the same page. We prefer to do this prior to starting recruitment rather than after the fact. This way, if there are any potential issues, we can mitigate those on the front end - not after we have an interested party.

Phase 6

Retailer Matching & Targeting Strategies

1. ***Analyze*** **Retail Wish List**
   NaviRetail will collect and analyze a "retail wish list" from the city. This is a list of retailers that constituents have expressed they would like to see added to Lancaster's retail base.

2. ***Identify*** **Expanding Retailers**
   NaviRetail will identify and track retailers that are currently expanding, as well as keeping a mindful watch on retailers who are currently not expanding, but might potentially be in the near future.

3. ***Create*** **Retailer Target List**
   NaviRetail will create a list of retailer targets that fit Lancaster's demographics and needs. This list will be a combination of matches from the retail wish list, as well as other targets added by NaviRetail.

Why **is this important?**

Knowing who to target at trade shows and events is sometimes half the battle of recruiting retail. The retail recruitment industry is changing at a very fast pace. Going blindly after retailers can not only be ineffective, but possibly even detrimental.

NaviRetail focuses on tracking movement in the retail industry so that we always know who, when, and how to target the retailers we've matched to Lancaster.

Phase 7

Site Matching & Inventory Assessment

1. ***Catalog*** **Available Properties**
   NaviRetail will research and catalog the current available properties for retail in Lancaster. This property database information is essential for next steps when we identify an interested party.

2. ***Match*** **Sites to Retailer Targets**
   NaviRetail will use the compiled property database in conjunction with our retailer match list to determine which available properties would be best for the targeted retailers.

3. ***Determine*** **Any Potential Issues**
   NaviRetail will identify potential issues or obstacles that may exist concerning a retailer locating on a given property. We will also work to mitigate these issues before the initial contact with the retailer.

Why **is this important?**

The retailers always take the path of least resistance and the more information we can provide them initially, the better the chance is that they'll take it back to the office and do their own research.

By collecting and organizing some of this information for the retailers, we streamline the recruitment process. This allows us to see results faster rather than waiting for our initial contact with the retailers to collect and sort this data.

Phase 8 (Optional)

Hotel Monitoring & Feasibility Study

1. ***Collect*** **Hotel Market Data**
   NaviRetail will gather relevant market data from existing properties in the Lancaster hotel market area. This data will help serve Lancaster for both future developments and the retention of existing hotel properties.

2. ***Analyze*** **Hotel Market Conditions**
   NaviRetail will evaluate the hotel market in Lancaster to measure the market rebound from the COVID-19 pandemic. This includes a review of data from previous years, including the pandemic, and comparison to current market conditions.

3. ***Prepare*** **Hotel Feasibility Study**
   NaviRetail will prepare a Hotel Feasibility Study for the purposes of building a proposed property in Lancaster and the feasibility of this project thereof. This will detail the construction costs, land costs, and include market data to show whether this project would be feasible or not, and to what extent.

Why **is this important?**

We believe that adequate hotel lodging space is a very necessary piece of a town's overall tourism strategy. This ensures that the tourist or business traveler is able to make all purchases locally when suitable hotel properties are available near their final destination.

Phase 9

Action Items & Recommendations

1. ***Send*** **Progress Reports**
   NaviRetail will send frequent progress reports to our point of contact throughout this project.

2. ***Follow up*** **with Stakeholders and Seminar Attendees**
   NaviRetail will be available for contact by seminar attendees throughout this project.

3. ***Identify*** **Action Items and Recommendations**
   NaviRetail will identify potential obstacles that stand in the way of development in Lancaster and recommend ways in which the city can work to mitigate these issues.

Why **is this important?**

It's difficult to fix a problem that you never knew was a problem. That's where our help proves to be invaluable to Lancaster.

We believe wholeheartedly that if development could happen without further city intervention, it would. When it hasn't already, we see it as our duty to identify and inform our clients how to be proactive in mitigating any issue that might hinder development.

Phase 10

Business Recruitment & Retention

1. ***Attend*** **Retail Trade Shows**
NaviRetail will attend the following trade shows on behalf of Lancaster (if deemed safe to do so):

- **Retail Live! Carolinas**
- **ICSC @ Monterey**
- **ICSC @ Carolinas**
- **ICSC @ Red River States**
- **Retail Live! Southeast**
- **ICSC @ Las Vegas**
- **ICSC @ New England**
- **ICSC @ Florida**
- **Retail Live! Southcentral**
- **ICSC @ PA/NJ/DE**
- **ICSC @ Western**
- **ICSC @ Central**
- **ICSC @ Southeast**
- **Retail Live! Southwest**
- **ICSC @ New York**

2. ***Contact*** **Retailers**
NaviRetail will contact the retailers listed on the Retailer Match List, at minimum, quarterly.

3. ***Contact*** **Developers**
NaviRetail will contact the developers listed on the Developer Match List, at minimum, quarterly.

Why **is this important?**

We believe that retail trade show marketing should be the core of any retail recruitment strategy. That is why we attend trade shows on behalf of our clients all across the United States.

Not only do we leverage our many years of industry connections on behalf of Lancaster, but we also employ checks and balances to make sure existing businesses continue to thrive while recruiting new ones.

TIMELINE & **PRICING**

Year 1

Agreement is Signed
Both parties have fully executed the agreement.

First Payment
Once the agreement is signed, Lancaster shall remit **$45,000*** to NaviRetail.

Phase 1: **Critical Path Method (CPM) & Project Kickoff**
This will be started immediately.

Phase 2: **Data Gathering & Collection**
This will be started immediately.

Phase 3: **Market Analysis & Mobility Assessment**
This will be completed 3-4 weeks after Project Kickoff.

Phase 4: **Combine Reports & Market Findings**
This will be completed 4-5 weeks after Project Kickoff.

Phase 5: **Community Forum & Business Workshop**
This will be completed 1-2 months after Project Kickoff, schedules permitting.

Phase 6: **Retailer Matching & Targeting Strategies**
This will be completed within 3 months of Project Kickoff.

Phase 7: **Site Matching & Inventory Assessment**
This will be completed within 4 months of Project Kickoff.

Phase 8: **Hotel Monitoring & Feasibility Study (Optional +$8,500*)**
This will be completed within 5 months of Project Kickoff.

Phase 9: **Action Items & Recommendations**
This will be completed within 6 months of Project Kickoff.

Phase 10: **Actual Business Recruitment & Retention**
We will begin retailer/developer contacting once the retailer match list has been approved by Lancaster.

**Pricing is valid for sixty (60) days.*

PROJECT **DELIVERABLES**

Year 1

- **Community Demographic Profile**
- **Primary & Secondary Retail Trade Areas Demographic Profiles**
- **Primary & Secondary Retail Trade Areas Psychographic Profiles**
- **Total Retail Trade Area Gap Analysis**
- **Retail Marketing Flyer**
- **Peer Communities Analysis**
- **Competing Communities Analysis**
- **Radial Demographic Profiles**
- **Drive-time Demographic Profiles**
- **Community Forum**
- **Recruitment Workshop**
- **Retailer Match List**
- **Developer Match List**
- **Available Property Database**
- **Hotel Feasibility Study (If Selected)**
- **Action Items**
- **Trade Show Attendance**
- **Retailer Contacting**
- **Developer Contacting**

NaviRetail

PROFESSIONAL SERVICES

AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This contract ("Agreement") is entered into as of the date this Agreement is signed by both parties ("Effective Date"), between the City of Lancaster ("the Client"), and NaviRetail Inc., a Mississippi Corporation ("the Contractor") (each a "Party" and collectively "Parties"), acting through their authorized representatives.

WHEREAS, the Client wishes to engage the services of the Contractor to assist the Client in their retail recruitment efforts ("the Project"). The Contractor wishes to provide services for **Market Analysis and Retail Recruitment Services**, as described in this Scope of Work ("the Proposal").

THEREFORE, in exchange for the mutual obligations in this Agreement, and other consideration, the Parties agree as follows:

1. Term of Agreement

1.1 This Agreement commences on the Effective Date and continues through twelve (12) months from Effective Date.

1.2 The Parties may extend the term of this Agreement by mutual agreement in a writing signed by both Parties which specifically states it is extending the term of this Agreement.

2. Services by the Contractor

2.1 The Contractor shall perform the services in connection with the Project as set forth in the Proposal on the schedule set forth in the Proposal.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Contractor in connection with the Proposal represent the professional judgment of the Contractor in accordance with the professional standard of care applicable by law to the services performed hereunder.

2.3 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the Client require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services as agreed between the Parties.

2.4 The Contractor shall furnish the facilities, equipment and personnel necessary to perform its obligations under this Agreement.

2.5 Except for the obligations and restrictions expressly contained in this Agreement, nothing contained herein shall prohibit the Contractor from rendering services to any other entities during the term of this agreement.

3. Compensation to the Contractor

3.1 The Client shall remit one payment to the Contractor for **$45,000.00** in accordance with the amounts listed in the Proposal. Payments are to be made within fifteen (15) days of the Effective Date.

3.2 The Contractor shall be entitled to no additional compensation under this Agreement unless the Parties agree to additional compensation in a writing signed by both Parties which specifically states it is altering the compensation due under this Agreement.

4. Termination

4.1. Either Party may terminate this Agreement immediately upon the material breach of the other Party.

5. General Obligations and Agreements

5.1 Amendments. Modifications or amendments to this Agreement are only effective if done in a writing signed by all Parties, which specifically states it is modifying or amending this Agreement.

5.2 Confidentiality. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor and marked "Confidential" shall be kept confidential by the Client unless written permission is granted by Contractor for its release, or unless release is mandated by law, including but not limited to the Texas Public Information Act, the Texas Meeting Act, or court order.

5.3 Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

5.4 Entirety of Agreement. This Agreement and its attachments, if any, represent the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

5.5 Ethics. The Contractor shall keep informed of and comply with all ethical standards governing the Contractor's profession.

5.6 Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

5.7 Indemnification. The Contractor shall indemnify, defend and hold harmless the Client and its agents, employees, successors and assigns from all claims, lawsuits, and liabilities arising out of the Contractor's performance (or failure to perform) under this Agreement.

5.8 Independent Contractor. The Contractor is an independent contractor, and not an employee of the Client, under this Agreement. The Contractor is not authorized to incur any obligation on behalf of the Client.

5.9 Ownership of Work Product. All work product, including but not limited to all documents, reports, records, materials and data resulting from performance of this Agreement and produced for the Client's exclusive use shall become the property of the Client upon completion of this Agreement. The Client agrees that it shall not alter, transform, or make derivative works of the product for the distribution or sale to any third-party. Any materials bearing the name or that of any specific retailer, developer, or other entity and/or not otherwise designated as being produced for the exclusive use of the Client shall not be considered as being produced for the exclusive use of the Client and shall remain the property of the Contractor.

5.10 Third-Party Beneficiary Rights. The Parties do not intend to create in any other person the status of third-party beneficiary, and this Agreement shall not be construed to create such status. The rights and obligations in this Agreement operate only between the Parties and inure solely to the benefit of the Parties. The Parties intend and expressly agree that only the Parties have any right to enforce this Agreement, to any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

5.11 Time is of the Essence. Time is of the essence in all provisions of this Agreement.

5.12 Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

5.13 Severability. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

5.14 Choice of Law and Venue. This Agreement will be governed by Texas law and any legal action resulting from this Agreement will be brought in a court of competent jurisdiction in Dallas County, Texas.

IN WITNESS WHEREOF, this Agreement has been agreed to and duly executed by the authorized representatives of the parties hereto as of the Effective Date.

NaviRetail Inc.

Per: _____ Date: _____

Casey Kidd, CEO

– AND –

City of Lancaster

Per: _____ Date: _____

Shane Shepard, Economic Development Director

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **6.**

Meeting Date: 03/27/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Financially Sound Government
Quality Development

Submitted by: Shane Shepard, Director of Economic Development

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Agenda Caption:

Discuss and consider a resolution ratifying an amendment to a performance agreement by and between the City of Lancaster and ThredUp, Inc. to extend the deadlines for the company to obtain a Certificate of Occupancy and operate the facility from January 1, 2023, to January 1, 2024, and extend the deadline to establish not fewer than one thousand five hundred (1,500) new full time employment positions from January 1, 2026, to January 1, 2027.

Background:

ThredUp is nearing completion of a five hundred ninety-five thousand one hundred forty-eight (595,148) square foot building located at 3800 North I-35E. Supply chain related delays have made it necessary to extend deadlines related to the Certificate of Occupancy and operation of the facility.

In addition, changes are needed to sections of the agreement related to job creation. Specific changes are listed below:

- Section 4(a) (Affirmative Covenants of Developer/Occupation of Facility) is amended to read as follows: 'Occupation of Facility. Developer covenants and agrees to maintain and actively operate the Facility located on the Property by January 1, 2024, and for a period of no less than three (3) years following the disbursement of funds under this Agreement.'
- Section 4(b) (Affirmative Covenants of Developer/Certificate of Occupancy) is amended to read as follows: 'Certificate of Occupancy. Developer covenants and agrees to obtain or cause to be obtained a Certificate of Occupancy from the City for the Facility located on the Property by January 1, 2024.'
- Section 4(h) (Affirmative Covenants of Developer/Operation of Facility) is amended to read as follows: 'Developer covenants and agrees to: (1) establish not fewer than one thousand five hundred (1,500) new Full Time employment positions at the Facility by January 1, 2027, such positions to be maintained throughout the remaining Term of this Agreement.'
- Section 5(a) (Reimbursement for Payment of Development Costs) is amended to read as follows: 'Lancaster Employment Incentive. For each resident of Lancaster, Texas that is employed in a Full-Time Equivalent Employment Position at the Facility, ("resident of Lancaster, Texas" being defined as a person who has resided in the City for at least two years prior to the date claimed as a qualifying employee by Developer), LEDC will pay to Developer $1,000, up to a total of 150 qualifying employees ($150,000). Supporting documentation must accompany each claim, and all submissions for the payments must be submitted to the City no later than January 1, 2027.'

ThredUp expects to receive a final Certificate of Occupancy by the third quarter of this calendar year.

Legal Considerations:

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

Public Information Considerations:

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

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution

Exhibit A - Amended Performance Agreement

Original Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF LANCASTER TEXAS, RATIFYING THE TERMS AND CONDITIONS OF AN AMENDMENT TO A PERFORMANCE AGREEMENT BETWEEN THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION ("LEDC") AND THREDUP, INC. ("THREDUP") IN SUPPORT OF A GRANT TO THREDUP FROM FUNDS COLLECTED FROM ¼ OF 1 PERCENT ADDITIONAL SALES AND USE TAX TO EXTEND THE DEADLINES FOR THE COMPANY TO OBTAIN A CERTIFICATE OF OCCUPANCY AND OPERATE THE FACILITY FROM JANUARY 1, 2023, TO JANUARY 1, 2024; EXTENDING THE DEADLINE TO ESTABLISH NOT FEWER THAN ONE THOUSAND FIVE HUNDRED (1,500) NEW FULL TIME EMPLOYMENT POSITIONS FROM JANUARY 1, 2026, TO JANUARY 1, 2027; MAKING RELATED CHANGES; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster and the Lancaster Economic Development Corporation (LEDC) recognize the importance of business and community development to the vitality and growth of Lancaster; and

WHEREAS, on September 13, 2021, the City Council ratified the terms of this Performance Agreement authorizing the Lancaster Economic Development Corporation to enter into the agreement by Resolution No. 2021-09-80; and

WHEREAS, the completion of the building was delayed due to supply chain issues; and

WHEREAS, ThredUp, Inc. is requesting to extend the deadlines in the Performance Agreement for the company to obtain a Certificate of Occupancy from January 1, 2023 to January 1, 2024, and extend the deadline to establish not fewer than one thousand five hundred (1,500) new full time employment positions from January 1, 2026, to January 1, 2027; and

WHEREAS, The LEDC passed Lancaster Economic Development Corporation Resolution 2023-03-01 on the 16th of March, 2023, to extend the deadlines to obtain a Certificate of Occupancy from January 1, 2023, to January 1, 2024 and extend the deadline to establish not fewer than one thousand five hundred (1,500) new full time employment positions from January 1, 2026, to January 1, 2027; and

WHEREAS, the Board of Directors of LEDC is responsible for the review and evaluation of Type A incentive applications; and

WHEREAS, the board of LEDC is also responsible for recommending modifications of existing agreements to the Lancaster City Council for review and approval.

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

SECTION 1. The City Council of the City of Lancaster, Texas ratifies the March 16, 2023 action of the Board of Directors of the LEDC in amending to the Performance Agreement between ThredUp, Inc. and the LEDC related to incentives for completion of a new facility located at 3800 North I-35E.

SECTION 2. The City Council authorizes LEDC to amend the Performance Agreement with ThredUp, Inc., which is attached hereto and incorporated herein as Exhibit “A”.

SECTION 3. All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portions of said resolutions shall remain in full force and effect.

SECTION 4. That this resolution shall take effect immediately from and after its passage and it is so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of March, 2023.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A
FIRST AMENDMENT TO
THREDUP, INC.

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This **FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT** (hereinafter referred to as the "First Amendment") is made and entered into by and between the **LANCASTER ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "LEDC"), and **THREDUP, INC.**, a Delaware corporation (hereinafter referred to as the "Developer"), for the purposes and considerations stated below:

WHEREAS, Developer and LEDC previously entered into an Economic Development Performance Agreement approved by City Council of the City of Lancaster on September 13, 2021 via Resolution No. 2021-09-80; (the "Agreement") and

WHEREAS, Developer and LEDC desire to amend the Agreement to provide adjustment to the deadline for Developer to obtain a Certificate of Occupancy; and

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with Section 10(a) of the Agreement, LEDC and Developer agree as follows:

1. Section 4(a) (Affirmative Covenants of Developer/Occupation of Facility) is amended to read as follows:

   "**Occupation of Facility.** Developer covenants and agrees to maintain and actively operate the Facility located on the Property by **January 1, 2024** and for a period of no less than three (3) years following the disbursement of funds under this Agreement."

2. Section 4(b) (Affirmative Covenants of Developer/Certificate of Occupancy) is amended to read as follows:

   "**Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained a Certificate of Occupancy from the City for the Facility located on the Property by **January 1, 2024.**"

3. Section 4(h) (Affirmative Covenants of Developer/Operation of Facility) is amended to read as follows:

   "Developer covenants and agrees to: (1) establish not fewer than one thousand five hundred (1,500) new Full Time employment positions at the Facility by January 1,

2027 such positions to be maintained throughout the remaining Term of this Agreement."

4. Section 5(a) (Reimbursement for Payment of Development Costs) is amended to read as follows:
   "Lancaster Employment Incentive. For each resident of Lancaster, Texas that is employed in a Full-Time Equivalent Employment Position at the Facility, ("resident of Lancaster, Texas" being defined as a person who has resided in the City for at least two years prior to the date claimed as a qualifying employee by Developer), LEDC will pay to Developer $1,000, up to a total of 150 qualifying employees ($150,000.00). Supporting documentation must accompany each claim, and all submissions for the payments must be submitted to the City no later than January 1, 2027."

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

LEDC:

LANCASTER ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Ted Burk, President
Date: _____

ATTEST:

_____
Secretary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2023, by Ted Burk, President of the Lancaster Economic Development Corporation, a Texas non-profit corporation, on behalf of corporation.

_____
Notary Public, State of Texas

DEVELOPER:

DEVELOPER:

THREDUP, INC.,
a Delaware corporation

By: _____
Name:
[Position]:
Date Signed: _____

STATE OF TEXAS **§**
§
COUNTY OF _____ **§**

This instrument was acknowledged before me on the _____ day of _____, 2023 by __ _____, _____of Thredup, Inc. a Delaware corporation, on behalf of said Delaware corporation.

_____
Notary Public, State of Texas

RESOLUTION NO. 2021-09-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, RATIFYING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT GRANT AGREEMENT BY AND BETWEEN THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION OF LANCASTER TEXAS, (LEDC) AND PROJECT REX (THRED UP) AND AUTHORIZING THE LEDC TO ENTER INTO A FORMAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Project Rex (Thred Up) seeks to lease and initiate operations in a building that is currently under construction, located at 3800 N I-35E (southeast corner of I-35E and I-20), a location within the City of Lancaster, Texas; and

WHEREAS, pursuant to Lancaster Economic Development Corporation (hereinafter "LEDC") Resolution 2021-01-04, which was passed and approved on the 9th of September, 2021 by the Board of Directors of the LEDC, providing an incentive grant to Project Rex (Thred Up); and

WHEREAS, the City of Lancaster and LEDC recognize the importance of their continued role in economic development in the community of Lancaster; and

WHEREAS, the City of Lancaster and LEDC are authorized by state law to issue grants in order to promote local economic development by stimulating the local economy; and

WHEREAS, an Economic Development Grant Agreement containing the terms of the grant of incentives from the LEDC is appropriate.

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

SECTION 1. SECTION 1. The City Council of the City of Lancaster, Texas ratifies the September 9, 2021 actions of the Board of Directors of the LEDC approving a Grant Agreement by and between Project Rex (Thred Up) and the Lancaster Economic Development Corporation, as set forth in and incorporated by reference as Exhibit A.

SECTION 2. SECTION 2. The City Council authorizes the LEDC to enter into the Grant Agreement with Project Rex (Thred Up).

SECTION 3. SECTION 3. That this resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of September, 2021.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between ***THREDUP, INC.*** a Delaware corporation (hereinafter referred to as "Developer"), and the ***LANCASTER ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation (hereinafter referred to as the "LEDC"), is made and executed on the following recitals, terms and conditions.

WHEREAS, LEDC is a Type A economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities"; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless LEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by LEDC's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by LEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to LEDC for financial assistance for facility to be located within the city limits of the City of Lancaster, Texas; ("the Facility") on real property owned or leased by the Developer ("the Property") and

WHEREAS, the LEDC's Board of Directors have determined the financial assistance provided to Developer for Facility operations located on the Property is consistent with and meets the definition of "project" as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section

501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Lancaster, Texas, to approve all programs and expenditures of LEDC, and accordingly this Agreement is not effective until City Council has approved this Agreement at a City Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **January 1, 2028**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

(b) **Agreement**. The word "Agreement" means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.

(c) **Certificate of Occupancy.** The words "Certificate of Occupancy" mean a certificate of occupancy (or its local equivalent) for the shell improvements at the Facility.

(d) **City.** The word "City" means the City of Lancaster, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 211 N. Henry Street, Lancaster, Texas 75146.

(e) **Developer.** The word "Developer" means **Thredup, Inc.** a Delaware Corporation, its successors and assigns, whose address for the purposes of this Agreement is 969 Broadway, Suite 200, Oakland, CA 94607.

(f) **Effective Date.** The words "Effective Date" mean the date that the City Council authorizes this Agreement.

(g) **Event of Default**. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

(h) **Facility.** The word Facility means Developer's leased operations facility located on the Property and as described and/or depicted in ***Exhibit B*** of this Agreement, which is attached hereto and incorporated herein for all purposes. In order to qualify as the "Facility" under this Agreement, the facility must meet all of the following criteria: (1) be located within the City; and (2) maintain a Certificate of Occupancy during the duration of this Agreement; and (3) remain in operation in the City of Lancaster for at least three (3) years following the disbursement of funds under this Agreement.

(i) **Full-Time Equivalent Employment Positions.** The words "Full-Time Equivalent Employment Position(s)" mean a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve-month period with such hours also to include any vacation and sick leave, and with annual wages not less than fifty-thousand and no/100 dollars ($50,000).

(j) **LEDC**. The word "LEDC" means the Lancaster Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is P.O. Box 940, Lancaster, Texas 75146.

(k) **Property.** The word "Property" means the approximately 34.3-acre tract or tracts of land located at 3800 North I-35E, as generally described and/or depicted in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes, together with any other adjacent land owned, leased or hereafter acquired by Developer

(l) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with LEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Occupation of Facility.** Developer covenants and agrees to maintain and actively operate the Facility located on the Property by **January 1, 2023** and for a period of no less than three (3) years following the disbursement of funds under this Agreement.

(b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained a Certificate of Occupancy from the City for the Facility located on the Property by **January 1, 2023.**

(c) **Performance**. Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between Developer and LEDC and between Developer and City.

(d) **Payment of City Fees.** Developer covenants and agrees to pay to the City all City-related development fees for the development of the Property, construction of the Facility and for Facility Operations. Those fees include (but may not be limited to) the following: special use permit fees, building permit fees, sign permit fees, plan review fees, plumbing, heating and electrical permit fees, grading permit fees, architectural review fees, variance application fees, and zoning change fees.

(e) **Provision of Records**. Developer covenants and agrees to provide to City all receipts, purchase orders, funds transfers, checks, charges, and all other supporting documentation that City may request to demonstrate the costs incurred and paid by Developer related to the investment in equipment, machinery and other Business Personal Property, verification of employment and salary, payment of taxes and valuation information related to this Agreement. Developer shall supply to City all information related to employment requirements upon initial hiring and annually thereafter. Developer will provide all receipts and supporting documentation to City within ninety (30) days of payment of taxes, and within thirty (30) days of a written request by the City for information regarding valuation.

(f) **Investment Threshold.** Developer covenants and agrees to show evidence of expenditure of a minimum of fifty million dollars ($50,000,000) for equipment, machinery and other Business Personal Property located at and used for the Facility.

(g) **Place of Business for Tax Purposes.** Developer covenants and agrees that its Facility will be designated as a "place of business" so that sales tax on goods and/or services will be sourced to the City of Lancaster, Texas for the purposes of Texas sales tax law. If a legislative change to Texas law occurs after the commencement of the Term of this Agreement that renders this affirmative obligation impossible for Developer to meet, the Parties agree that Developer is not required to comply with this subsection for the duration of the legislatively-created conditions, but the Program Payment set forth in Section 5(a)(3) will not be available to Developer.

(h) **Employment Positions and Full-Time Equivalent Employment Positions**. Developer covenants and agrees to: (1) establish not fewer than one thousand five hundred (1,500)

new Full Time employment positions at the Facility by January 1, 2026 such positions to be maintained throughout the remaining Term of this Agreement.

(i) **Community Investment.** Developer covenants and agrees to invest an amount equivalent to one half of one percent (1/2 of 1%) of total annual City property taxes paid to sponsor community events and activities as evidenced by receipts of expenditure during the term of this Agreement. The amount calculated will be calculated using the gross tax amount paid prior to any rebates or refunds of tax under this or any other economic development agreement. The selection of a specific event or events is at the sole discretion of the Developer but requires a determination of eligibility by the Economic Development Director.

(j) **Future Store Location.** If Developer chooses to establish a future retail or outlet store in the Dallas-Fort-Worth area, Developer covenants and agrees to make best efforts to locate the store within one of the City's targeted redevelopment areas: West Pleasant Run Road corridor; I-35E corridor; Town Square area; or Campus District.

(k) **Site Visit.** Developer covenants and agrees to grant a tour of the Facility at least once every four years of the term of the Agreement to a delegation from the City.

SECTION 5. AFFIRMATIVE COVENANTS OF LEDC.

LEDC covenants and agrees with the Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Lancaster Employment Incentive.** For each resident of Lancaster, Texas that is employed in a Full-Time Equivalent Employment Position at the Facility, ("resident of Lancaster, Texas" being defined as a person who has resided in the City for at least two years prior to the date claimed as a qualifying employee by Developer), LEDC will pay to Developer $1,000, up to a total of 150 qualifying employees ($150,000.00). Supporting documentation must accompany each claim, and all submissions for the payments must be submitted to the City no later than January 1, 2026.

(b) **Inland Port Transportation Management Association Grant.** LEDC covenants and agrees to provide an Inland Port Transportation Management Association Grant of funds of up to **twenty thousand and no/100 Dollars ($20,000.00).** The total grant amount will reimburse the company for expenses related to being a member of the Inland Port Transportation Management Association for two years. Documentation must be supplied showing evidence of expenditure and membership in the Inland Port Transportation Management Association. LEDC will provide the reimbursement to Developer within thirty (30) days of receipt of records demonstrating: (1) the amount of Developer's

membership dues for the IPTMA, and (2) Developer's membership for not less than a period of two (2) years in IPTMA.

(c) **Maximum LEDC Payment under this Agreement.** The Parties agree that, notwithstanding anything to the contrary in this Agreement or any other agreement between Developer and LEDC or City involving the Facility and/or Property, LEDC's maximum payment to Developer under the terms provided for hereunder (provided all conditions precedent to payment set forth herein are met) shall be **one hundred seventy thousand and no/100 Dollars ($170,000.00).**

SECTION 6. CESSATION OF ADVANCES.

If LEDC has made any commitment to make any advance of financial assistance to Developer, whether under this Agreement or under any other agreement, LEDC shall have no obligation to advance or disburse any financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs and is not cured within the time period provided in Section 8.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

(a) **Insufficient Capital Expenditures or Jobs.** Failure of Developer to comply with or to perform those acts or requirements set forth in Section 4 is an Event of Default.

(b) **Failure to Make Payments.** Failure of the LEDC to comply with or to perform those acts or requirements set forth in Section 5 is an Event of Default.

(c) **General Event of Default.** Failure of Developer or LEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or LEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and LEDC, or between Developer and City is an Event of Default.

(d) **False Statements.** Any warranty, representation, or statement made or furnished to the LEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, as of the time made or furnished is an Event of Default.

(e) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or

insolvency laws by or against Developer is an Event of Default.

(f) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from LEDC and/or Dallas County Central Appraisal District is an Event of Default.

(g) **Operations.** Developer will maintain its Facility within the City of Lancaster in full operations for not less than three (3) years after the disbursement of funds under this Agreement. Failure to do so will cause a non-remediable Event of Default and all funds disbursed under this Agreement will be returned to LEDC within thirty (30) days.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure a monetary default and ninety (90) days to cure a non-monetary default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by LEDC to Developer pursuant to Section 5 of this Agreement shall become immediately due and payable by Developer to the LEDC.

SECTION 9. INDEMNIFICATION.

TO THE EXTENT ALLOWED BY LAW, THE PARTIES AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT. NOTHING HEREIN SHALL BE INTERPRETED AS A WAIVER OF CITY'S GOVERNMENTAL IMMUNITY FROM SUIT OR

DAMAGES.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments**. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts or federal courts for Dallas County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party (which consent shall not be unreasonably withheld, conditioned, or delayed). Any restrictions herein on the transfer or assignment of Developer's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to a subsidiary or affiliate of Developer, an acquirer of substantially all of Developer's assets, or any corporation or other entity with which Developer may merge or consolidate or that may succeed to a controlling interest in the business of Developer or in which Developer owns more than a twenty percent (20%) equity interest..

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. LEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) **Caption Headings**. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement

that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, pandemic or wide-spread disease, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

(h) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

if to Developer:	Thredup, Inc. 969 Broadway, Suite 200 Oakland, CA 94607 Attn: _____ Telephone: _____
With a copy by the same means to:	Thredup, Inc. 969 Broadway, Suite 200 Oakland, CA 94607 Attn: Legal Department Telephone: _____
if to LEDC:	Lancaster Economic Development Corporation P.O. Box 940 Lancaster, Texas 75146 Attn: Economic Development Director Telephone: 972/218-1314

(i) **Severability**. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(k) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date LEDC notifies Developer of the violation.

(l) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Developer verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(m) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S.B. 252, 85th Leg., R.S. (2017)), the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

(n) **Estoppel Certificate.** Upon written request by Developer to LEDC, LEDC will provide Developer with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Developer is in breach of this Agreement, the nature of the breach, and (ii) a statement as to whether this Agreement has been amended and, if so, the identity and substance of each amendment.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

DEVELOPER:

THREDUP, INC.,
a Delaware corporation

By: _____
Name: Alon Rotem
[Position]: Chief Legal Officer
Date Signed: 09/17/2021

STATE OF ~~TEXAS~~ ~~Virginia~~ VT §
§
COUNTY OF ~~Chesapeake~~ §

This instrument was acknowledged before me on the 17th day of September, 2021 by Alon Rotem, of Thredup, Inc. a Delaware corporation, on behalf of said Delaware corporation.

Brenda Turner
REGISTRATION NUMBER
7920382
COMMISSION EXPIRES
October 31, 2025

Brenda Turner
Notary Public, State of ~~Texas~~ ~~Virginia~~ VT Electronic Notary Public

Notarized online using audio-video communication

LEDC:

LANCASTER ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: Ted Burk
Name: Ted Burk
President
Date Signed: 9-21-21

ATTEST:

_____
Shane Shepard, Assistant Secretary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 21 day of September 2021, by Ted Burk, President of the Lancaster Economic Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.

Cynthia S
Notary Public, State of Texas

CYNTHIA SMITH
Notary Public, State of Texas
Comm. Expires 01-16-2024
Notary ID 132318302

Exhibit A

[Legal Description and/or Depiction of Property]

Exhibit B

[Facility – Site Plan]

MINUTES

LANCASTER ECONOMIC DEVELOPMENT CORPORATION SPECIAL WORK SESSION AND SPECIAL BOARD MEETING OF SEPTEMBER 9, 2021

The Lancaster Economic Development Board of the City of Lancaster, Texas, met in a called Special Work Session and Special Board Meeting in the Council Chambers of City Hall on September 9, 2021 at 5:30 p.m. with a quorum present to-wit:

Board Members Present (Zoom):
Ted Burk, President
Ellen Clark, Vice President
Sandi Collier, Board member

Board Members Absent:
Adrienne Davis, Board member
Octavia Giadolor, Board member

City Staff Present:
Shane Shepard, Director of Economic Development/Assistant Board Secretary
Carey D. Neal, Jr., Assistant City Manager
Mike Delmore, Director of Finance
Karl Stundins, Research and Business Development Manager

Call to Order:
President Burk called the meeting to order at 5:33 p.m. on September 9, 2021.

Special Work Session

1. **Discuss a repayment to the Texas Comptroller in the amount of twenty-three thousand, three hundred eighty-eight dollars ($23,388) for a taxpayer claim of over accrual of use taxes.**

Economic Development Director Shepard briefed the board on this item.

Public Testimony:
At this time, citizens who have pre-registered before the call to order will be allowed to speak on consent or action items on the agenda, with the exception of public hearings, for a length of time not to exceed three minutes. Anyone desiring to speak on an item scheduled for a public hearing is requested to hold their comments until the public hearing on that item.

There were no speakers.

Consent Agenda:

1. **Consider approval of minutes from the Lancaster Economic Development Corporation (LEDC) Special Meeting held on March 3, 2021 and the Special Meeting held on April 29, 2021.**

MOTION: Board Member Collier made a motion to approve this item, seconded by Vice President Clark. The vote was cast 3 for, 0 against.

Action:

2. **Discuss and consider a resolution for a Performance Agreement by and between the Lancaster Economic Development Corporation and Project Rex (ThredUp, Inc.).**

Economic Development Director Shepard read the item and provided the staff report. The Board discussed this item.

MOTION: Board Member Collier made a motion to approve this item, seconded by Vice President Clark. The vote was cast 3 for, 0 against.

Vice President Clark made a motion to adjourn, seconded by Board Member Collier. The vote was cast 3 for, 0 against. The meeting was adjourned at 5:41 p.m.

ATTEST:

Shane Shepard, Assistant Board Secretary

APPROVED:

Ted Burk, President

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **7.**

Meeting Date: 03/27/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Financially Sound Government
Quality Development

Submitted by: Shane Shepard, Director of Economic Development

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Agenda Caption:

Discuss and consider a resolution authorizing the City Manager to execute an amendment to a Chapter 380 Agreement by and between the City of Lancaster and ThredUp, Inc. to extend the deadlines for the company to obtain a Certificate of Occupancy and operate the facility from January 1, 2023, to January 1, 2024, and extend the deadline to establish not fewer than one thousand five hundred (1,500) new full time employment positions from January 1, 2026, to January 1, 2027.

Background:

ThredUp is nearing completion of a five hundred ninety-five thousand one hundred forty-eight (595,148) square foot building located at 3800 North I-35E. Supply chain related delays have made it necessary to extend deadlines related to the Certificate of Occupancy and operation of the facility.

Specific changes are listed below:

- Section 3(g) (Definition of “Facility)” is hereby amended to read as follows:“Facility. The word “Facility” means Developer’s leased facilities constructed on the Property. In order to qualify as the “Facility” under this Agreement, the facility must meet all of the following criteria: (1) be located within the City; and (2) obtain a Certificate of Occupancy by January 1, 2024 and maintain it throughout the Term of this Agreement.”
- Section 4(b) (Affirmative Covenants of Developer/Certificate of Occupancy) is amended to read as follows: "Certificate of Occupancy. Developer covenants and agrees to obtain or maintain a City Certificate of Occupancy for the Facility located on the Property on or before January 1, 2024, and to maintain the Certificate of Occupancy throughout the Term of this Agreement.”
- Section 4(h) (Job Creation Requirement) is amended to read as follows: “Full-Time Equivalent Employment Positions. Developer is required to create, within the first three years by January 1, 2027, and thereafter maintain a workforce of a minimum of one thousand five hundred (1,500) employees on site.”
- Section 5(a)(1) (Program Payments – Business Personal Property Tax) is amended to read as follows: “Business Personal Property Tax. Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by January 1, 2024; (2) the investment threshold set forth herein are met; and (3) all other Affirmative Obligations set out in Section 4 have been satisfied, the City shall make Program Payments to Developer for a portion (as set forth below) of ad valorem taxes paid by the Developer to the City for Business Personal Property Taxes for a period of ten (10) years. Developer shall provide the City records of ad valorem taxes paid in a format approved by the City as soon as possible after the payment, and City shall provide the Program Payment within thirty (30) business days after receipt of the tax records. The first year of eligibility for the Program Payment shall be the tax year starting the earlier of: (1) the tax year when the Investment Threshold is met; or (2) January 1, 2025. These Program Payments shall be based upon the following percentages and terms:

Tax Years 1-10	Percentage of City Business Personal Property Taxes Reimbursed (Minimum Investment of $50,000,000)
1st through 10th tax year	65%

- Section 5(a)(2) (Program Payments – Sales Tax on Equipment and Construction Material) is amended to read as follows: **"Sales Tax on Equipment and Construction Material.** Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by January 1, 2024; (2) the valuation thresholds set forth herein are met; and (3) all other Affirmative Obligations set out in Section 4 have been satisfied, the City shall reimburse fifty percent (50%) of the City's 1% sales tax collected on: (1) materials handling and operations equipment; and (2) construction materials for the Facility for purchases that are sourced to the City of Lancaster. All such expenditures must be made by January 1, 2024, and all receipts and accounting reports must be received by the City no later than May 1, 2024."
- Section 5(a)(3) (Program Payments – Sales Tax on Consumer Goods) is amended to read as follows: **"Sales Tax on Consumer Goods Sold.** Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by January 1, 2024; (2) the valuation thresholds set forth herein are met; and (3) all other Affirmative Obligations set out in Section 4 have been satisfied, the City shall reimburse fifty percent (50%) of the City's 1% sales tax collected on consumer goods sold from the Facility for a period of ten (10) years, starting with the tax year starting on January 1, 2024 (billed October 1, 2024). All receipts and accounting reports must be received by the City no later than May 1 of the year following the tax year;
- Section 4(a) (Affirmative Covenants of Developer/Occupation of Facility) is amended to read as follows: 'Occupation of Facility. Developer covenants and agrees to maintain and actively operate the Facility located on the Property by January 1, 2024, and for a period of no less than three (3) years following the disbursement of funds under this Agreement.'
- Section 4(b) (Affirmative Covenants of Developer/Certificate of Occupancy) is amended to read as follows: 'Certificate of Occupancy. Developer covenants and agrees to obtain or cause to be obtained a Certificate of Occupancy from the City for the Facility located on the Property by January 1, 2024.'
- Section 4(h) (Affirmative Covenants of Developer/Operation of Facility) is amended to read as follows: 'Developer covenants and agrees to: (1) establish not fewer than one thousand five hundred (1,500) new Full Time employment positions at the Facility by January 1, 2027, such positions to be maintained throughout the remaining Term of this Agreement.'
- Section 5(a) (Reimbursement for Payment of Development Costs) is amended to read as follows: 'Lancaster Employment Incentive. For each resident of Lancaster, Texas that is employed in a Full-Time Equivalent Employment Position at the Facility, ("resident of Lancaster, Texas" being defined as a person who has resided in the City for at least two years prior to the date claimed as a qualifying employee by Developer), LEDC will pay to Developer $1,000, up to a total of 150 qualifying employees ($150,000). Supporting documentation must accompany each claim, and all submissions for the payments must be submitted to the City no later than January 1, 2027.'

ThredUp expects to receive a final Certificate of Occupancy by the third quarter of this calendar year.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

There is no change in fiscal impact due to this amendment. The net property tax revenue of this project over the next ten years is approximately one million two hundred thousand dollars ($1,200,000).

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the resolution, as presented.

Attachments

Resolution

Exhibit A - Amended 380 Agreement

Original Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING AMENDMENTS TO A CHAPTER 380 AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND THREDUP, INC. EXTENDING THE DEADLINES FOR THE COMPANY TO OBTAIN A CERTIFICATE OF OCCUPANCY AND OPERATE THE FACILITY FROM JANUARY 1, 2023, TO JANUARY 1, 2024; EXTENDING THE DEADLINE TO ESTABLISH NOT FEWER THAN ONE THOUSAND FIVE HUNDRED (1,500) NEW FULL TIME EMPLOYMENT POSITIONS FROM JANUARY 1, 2026, TO JANUARY 1, 2027; MAKING RELATED CHANGES; PROVIDING FOR A REPEALER CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster ("City") recognizes the importance of business and community development to the vitality and growth of the City; and

WHEREAS, the City is authorized by Chapter 380 of the Texas Local Government Code to issue grants in order to promote local economic development by stimulating the local economy; and

WHEREAS, on September 13, 2021, the City Council voted to grant certain incentives to ThredUp, Inc., (“ThredUp”) a Delaware corporation, for the purpose of finishing out an office/warehouse within the City of Lancaster through Resolution No. 2021-09-79 and entered into an Economic Development Agreement with ThredUp; and

WHEREAS, at the request of ThredUp, Inc., and after examining the request and benefits to the City of the proposed development, the City Council deems that the proposed First Amendment to the Economic Development Agreement with ThredUp furthers the interests of stimulating the local economy and finds that the first amendment should be entered into by the City.

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

SECTION 1. The City Council of the City of Lancaster, Texas approves the proposed First Amendment to the Chapter 380 Economic Development Incentive Agreement entered into by and between the City of Lancaster and ThredUp, Inc., a copy of which is attached as "Exhibit A."

SECTION 2. The City Council authorizes the City Manager to execute the First Amendment to the Economic Development Incentive Agreement Amendment entered into by and between the City of Lancaster and ThredUp, Inc.

SECTION 3. All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portions of said resolutions shall remain in full force and effect.

SECTION 4. This Resolution shall take effect immediately from and after the date of passage and is provided by law.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of March, 2023.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A
AMENDMENT TO
CITY OF LANCASTER, TEXAS
AND
THREDUP, INC.

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT

This **FIRST AMENDMENT TO THE CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (hereinafter referred to as the "First Amendment") is made and entered into by and between the **CITY OF LANCASTER, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"), and **THREDUP, INC.**, a Delaware corporation (hereinafter referred to as the "Developer"), for the purposes and considerations stated below:

WHEREAS, Developer and City previously entered into a Chapter 380 Agreement approved by City Council of the City of Lancaster on September 13, 2021 via Resolution No. 202-09-79; (the "Agreement") and

WHEREAS, Developer and City desire to amend the Agreement to provide adjustment to the deadline for Developer to obtain a Certificate of Occupancy and establish the Full Time Equivalent Employment Positions; and

WHEREAS, the City has concluded and hereby finds that this First Amendment to the Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

WHEREAS, the City has concluded and hereby finds that this First Amendment to the Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with Section 10(a) of the Agreement, the City and Developer agree as follows:

1. Section 3(g) (Definition of "Facility)" is hereby amended to read as follows:

   "Facility. The word "Facility" means Developer's leased facilities constructed on the Property. In order to qualify as the "Facility" under this Agreement, the facility must meet all of the following criteria: (1) be located within the City; and (2) obtain a

Certificate of Occupancy by January 1, 2024 and maintain it throughout the Term of this Agreement."

2. Section 4(b) (Affirmative Covenants of Developer/Certificate of Occupancy) is amended to read as follows:

   "**Certificate of Occupancy.** Developer covenants and agrees to obtain or maintain a City Certificate of Occupancy for the Facility located on the Property on or before January 1, 2024, and to maintain the Certificate of Occupancy throughout the Term of this Agreement."

3. Section 4(h) (Job Creation Requirement) is amended to read as follows:

   "**Full-Time Equivalent Employment Positions.** Developer is required to create, within the first three years by January 1, 2027, and thereafter maintain a workforce of a minimum of one thousand five hundred (1,500) employees on site."

4. Section 5(a)(1) (Program Payments – Business Personal Property Tax) is amended to read as follows:

   "Business Personal Property Tax. Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by January 1, 2024; (2) the investment threshold set forth herein are met; and (3) all other Affirmative Obligations set out in Section 4 have been satisfied, the City shall make Program Payments to Developer for a portion (as set forth below) of ad valorem taxes paid by the Developer to the City for Business Personal Property Taxes for a period of ten (10) years. Developer shall provide the City records of ad valorem taxes paid in a format approved by the City as soon as possible after the payment, and City shall provide the Program Payment within thirty (30) business days after receipt of the tax records.

   The first year of eligibility for the Program Payment shall be the tax year starting the earlier of: (1) the tax year when the Investment Threshold is met; or (2) January 1, 2025.

   These Program Payments shall be based upon the following percentages and terms:

Tax Years 1-10	**Percentage of City Business Personal Property Taxes Reimbursed**
1st through 10th tax year	**65%**

5. Section 5(a)(2) (Program Payments – Sales Tax on Equipment and Construction Material) is amended to read as follows:

"Sales Tax on Equipment and Construction Material. Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by January 1, 2024; (2) the valuation thresholds set forth herein are met; and (3) all other Affirmative Obligations set out in Section 4 have been satisfied, the City shall reimburse fifty percent (50%) of the City's 1% sales tax collected on: (1) materials handling and operations equipment; and (2) construction materials for the Facility for purchases that are sourced to the City of Lancaster. All such expenditures must be made by January 1, 2024 and all receipts and accounting reports must be received by the City no later than May 1, 2024."

6. Section 5(a)(3) (Program Payments – Sales Tax on Consumer Goods) is amended to read as follows:

   "Sales Tax on Consumer Goods Sold. Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by January 1, 2024; (2) the valuation thresholds set forth herein are met; and (3) all other Affirmative Obligations set out in Section 4 have been satisfied, the City shall reimburse fifty percent (50%) of the City's 1% sales tax collected on consumer goods sold from the Facility for a period of ten (10) years, starting with the tax year starting on January 1, 2024 (billed October 1, 2024). All receipts and accounting reports must be received by the City no later than May 1 of the year following the tax year.

[The Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY:

CITY OF LANCASTER, TEXAS,
a Texas home-rule municipality

By: _____
Opal Mauldin-Jones, City Manager
Date: _____

ATTEST:

_____
Sorangel O. Arenas, City Secretary

APPROVED AS TO FORM:

_____
David T. Ritter, City Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of March, 2023, by Opal Mauldin-Jones, City Manager of the City of Lancaster, Texas, a Texas home-rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

DEVELOPER:

THREDUP, INC.
a Delaware corporation

By: _____
_____
Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023, by _____, _____ of ThredUp, Inc., a Delaware corporation, on behalf of said corporation.

_____
Notary Public, County of _____, ___

RESOLUTION NO. 2021-09-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND PROJECT REX (THREDUP, INC.) AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Project Rex (ThredUp, Inc.) seeks to lease a six hundred thousand (600,000) square foot distribution/warehouse facility where a minimum of one thousand, five hundred (1,500) people will be employed within three years of completion; and

WHEREAS, the City of Lancaster ("City") recognizes the importance of business and community development to the vitality and growth of Lancaster; and

WHEREAS, the City desires to grant certain economic development incentives to Project Rex (ThredUp, Inc.) for the purpose of constructing the distribution facility within the City of Lancaster; and

WHEREAS, the City has adopted programs for promoting economic development, and an Economic Development Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Chapter 380 of the Texas Local Government Code to issue grants in order to promote local economic development by stimulating the local economy; and

WHEREAS, the Agreement containing the terms of the grant of incentives from the City is appropriate.

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

SECTION 1. The City Council of the City of Lancaster, Texas approves a Chapter 380 Economic Development Incentive Agreement by and between the City of Lancaster and Project Rex (ThredUp, Inc.), attached as Exhibit "A" and incorporated herein.

SECTION 2. The City Council authorizes the City Manager to execute the Chapter 380 Economic Development Program and Agreement between the City of Lancaster and Project Rex (ThredUp, Inc.).

SECTION 3. This Resolution shall take effect immediately from and after the date of passage and is provided by law.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 13th day of September, 2021.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A

CITY OF LANCASTER, TEXAS
AND
THREDUP, INC.

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between the **CITY OF LANCASTER, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"), and **THREDUP, INC.,** a Delaware Corporation (hereinafter referred to as the "Developer"), for the purposes and considerations stated below:

WHEREAS, the Developer desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code an incentive to Developer to develop the Property as defined below; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to expend public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Lancaster, Texas; and

WHEREAS, the City has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Lancaster, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, as defined herein, and shall continue thereafter until December 31, 2034, unless otherwise terminated pursuant to the terms of this Agreement.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Agreement.** The word "Agreement" means this Chapter 380 Economic Development Program and Agreement, authorized by Chapter 380 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(b) **Certificate of Occupancy.** The words "Certificate of Occupancy" mean a certificate of occupancy (or its local equivalent) for the Facility.

(c) **City.** The word "City" means the City of Lancaster, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City's address is P.O. Box 940, Lancaster, Texas 75146.

(d) **Developer.** The word "Developer" means Thredup, Inc. whose address for the purposes of this Agreement is 969 Broadway, Suite 200, Oakland, CA 94607.

(e) **Effective Date.** The words "Effective Date" mean the date that the City Council approves this agreement.

(f) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth in the section entitled "Events of Default" in this Agreement.

(g) **Facility.** The word "Facility" means Developer's leased facilities constructed on the Property. In order to qualify as the "Facility" under this Agreement, the facility must meet all of the following criteria: (1) be located within the City; and (2) obtain a Certificate of Occupancy by January 1, 2023 and maintain it throughout the Term of this Agreement.

(h) **Program Payment.** The words "Program Payment" mean the economic development funds provided by the City to Developer in accordance with this Agreement. Program Payments will be made in the form of tax rebates as described in more detail in Section

5(a) of this Agreement.

(i) **Property.** The word "Property" means the tract of land located in the City of Lancaster, Dallas County, Texas, commonly known as 3800 North I-35E, and more particularly described and or depicted in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes. For purposes of this Agreement, the tract does not need to be owned by Developer, but may instead be leased.

(j) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE OBLIGATIONS OF DEVELOPER.

The Developer covenants and agrees with City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Occupation of Facility.** Developer covenants and agrees to continue occupying the Facility during the term of this Agreement.

(b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or maintain a City Certificate of Occupancy for the Facility located on the Property on or before January 1, 2023, and to maintain the Certificate of Occupancy throughout the Term of this Agreement.

(c) **Operation of Facility.** Developer covenants and agrees to maintain and actively operate the Facility located on the Property during the Term of this Agreement.

(d) **Performance.** Developer covenants and agrees to perform and comply with all terms, conditions and provisions set forth in this Agreement, and any other agreements by and between the City and Developer.

(e) **Provision of Records**. Developer covenants and agrees to provide to City all receipts, purchase orders, funds transfers, checks, charges, and all other supporting documentation that City may request to demonstrate the costs incurred and paid by Developer related to the investment in equipment, machinery and other Business Personal Property, verification of employment and salary, payment of taxes and valuation information related to this Agreement. Developer shall supply to City all information related to employment requirements upon initial hiring and annually thereafter. Developer will provide all receipts and supporting documentation to City within ninety (30) days of payment of taxes, and within thirty (30) days of a written request by the City for information regarding valuation.

(f) **Investment Threshold.** Developer covenants and agrees to show evidence of expenditure of a minimum of fifty million dollars ($50,000,000) for equipment, machinery and other Business Personal Property located at the Facility.

(g) **Place of Business for Tax Purposes.** Developer covenants and agrees that its Facility will be designated as a "place of business" so that sales tax on goods and/or services will be sourced to the City of Lancaster, Texas for the purposes of Texas sales tax law. If a legislative change to Texas law occurs after the commencement of the Term of this Agreement that renders this affirmative obligation impossible for Developer to meet, the Parties agree that Developer is not required to comply with this subsection for the duration of the legislatively-created conditions, but the Program Payment set forth in Section 5(a)(3) will not be available to Developer.

(h) **Job Creation Requirement.** Developer is required to create, within the first three years following the Effective Date, and thereafter maintain a workforce of a minimum of one thousand five hundred (1,500) employees on site.

(i) **Community Investment.** Developer covenants and agrees to invest an amount equivalent to one half of one percent of total gross annual City property taxes paid (calculated prior to any rebate or reduction available under this or any other economic development incentive Agreement) to sponsor community events and activities during the term of this Agreement. The amount shall be calculated and spent annually, and records and receipts provided to the City. The selection of a specific event or events is at the sole discretion of the Developer but requires a determination of eligibility by the Economic Development Director.

(j) **Future Store Location.** Developer covenants and agrees to make best efforts to locate any future retail/outlet store within one of the City's targeted redevelopment areas: West Pleasant Run Road corridor; I-35E corridor; Town Square area; or Campus District.

(k) **Site Visit.** Developer covenants and agrees to grant a tour of the facility once every four years of the term of the Agreement to a delegation from the City.

SECTION 5. AFFIRMATIVE OBLIGATIONS OF THE CITY.

City covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Program Payments.**

(1) **Business Personal Property Tax.** Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by January 1, 2023; (2) the investment threshold set forth herein are met; and (3) all other Affirmative Obligations set out in Section 4 have been satisfied, the City shall make Program Payments to Developer for a portion (as set forth below) of ad valorem taxes paid by the Developer to the City for Business Personal Property Taxes for a period of ten (10) years. Developer shall provide the City records of ad valorem taxes paid in a format approved by the City as soon as possible after the payment, and City shall

provide the Program Payment within thirty (30) business days after receipt of the tax records.

The first year of eligibility for the Program Payment shall be the tax year starting the earlier of: (1) the tax year when the Investment Threshold is met; or (2) January 1, 2024.

These Program Payments shall be based upon the following percentages and terms:

Tax Years 1-10	Percentage of City Business Personal Property Taxes Reimbursed
1st through 10th tax year	**65%**

(2) **Sales Tax on Equipment and Construction Material.** Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by January 1, 2023; (2) the valuation thresholds set forth herein are met; and (3) all other Affirmative Obligations set out in Section 4 have been satisfied, the City shall reimburse fifty percent (50%) of the City's 1% sales tax collected on: (1) materials handling and operations equipment; and (2) construction materials for the Facility for purchases that are sourced to the City of Lancaster. All such expenditures must be made by January 1, 2023 and all receipts and accounting reports must be received by the City no later than May 1, 2023.

(3) **Sales Tax on Consumer Goods Sold.** Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by January 1, 2023; (2) the valuation thresholds set forth herein are met; and (3) all other Affirmative Obligations set out in Section 4 have been satisfied, the City shall reimburse fifty percent (50%) of the City's 1% sales tax collected on consumer goods sold from the Facility for a period of ten (10) years, starting with the tax year starting on January 1, 2022 (billed October 1, 2022). All receipts and accounting reports must be received by the City no later than May 1 of the year following the tax year.

(c) **Valuation of Real Property and Business Personal Property.** The Real Property valuations in this Section 5 are Dallas Central Appraisal District ("DCAD") taxable values, including the values assigned by constituent taxing authorities. For purposes of these Program Payments, payment to the City's authorized tax collection agent (currently the Dallas County Tax Assessor/Collector (the "Dallas County Tax Office") shall be considered ad valorem taxes "paid to the City."

SECTION 6. CESSATION OF ADVANCES.

If City has made any commitment to provide any Program Payment to Developer, whether under this Agreement or under any other agreement, the City shall have no obligation to advance or disburse future Program Payment after: (a) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (b) an Event of Default occurs and is not cured within the time period provided in Section 8.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

(a) **General Event of Default.** Failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and City is an Event of Default.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of Developer under this Agreement that is false or misleading in any material respect, as of the time made or furnished is an Event of Default.

(c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

(d) **Ad Valorem Taxes**. Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from City and/or Dallas County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure a monetary default and ninety (90) days to cure a non-monetary default. Should said default remain uncured as of the last day of the applicable cure period, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event the Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the Program Payments provided by the City to Developer pursuant to Section 5(a) of this Agreement, shall become immediately due and payable by the Developer to the City.

SECTION 9. INDEMNITY.

TO THE EXTENT ALLOWED BY TEXAS LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT. NOTHING HEREIN SHALL BE INTERPRETED AS A WAIVER OF CITY'S GOVERNMENTAL IMMUNITY FROM SUIT OR DAMAGES.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Dallas County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed. Any restrictions herein on the transfer or assignment of Developer's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to a subsidiary or affiliate of Developer, an acquirer of substantially all of Developer's assets, or any corporation or other entity with which Developer may merge or consolidate or that may succeed to a controlling interest in the business of Developer or in which Developer owns more than a twenty percent (20%) equity interest.

(d) **Attorneys' Fees and Costs.** In the event of any action at law or in equity between the parties to enforce any of the provisions hereof, to the extent allowed by law any unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees (including costs and expenses incurred in

connection with all appeals) incurred by the successful party, and these costs, expenses and attorneys' fees may be included in and as part of the judgment. A successful party shall be any party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.

(e) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(f) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(h) **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

(i) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, pandemic or wide-spread disease, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

(j) **No Interpretation Against Drafter.** Developer and City have participated in negotiating and drafting this Agreement, and agree that the Agreement is to be construed as if drafted jointly. The parties agree that the Agreement will not be interpreted or construed against either party should a need for interpretation or resolution of any ambiguity arise.

(k) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered by nationally recognized next business day delivery service or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

If to the City: City of Lancaster, Texas
Attn: Opal Mauldin-Jones, City Manager
P.O. Box 940
Lancaster, Texas 75146
Telephone: (972) 218-1300

If to the Developer: Thredup, Inc.
969 Broadway, Suite 200
Oakland, California 94607

With a copy
by the same means to: Thredup, Inc.
969 Broadway, Suite 200
Oakland, CA 94607
Attn: Legal Department
Telephone: _____

(l) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

(m) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(n) **Survival.** All warranties, representations, and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to City under this Agreement shall be considered to have been relied upon by the City and will survive the payment of any Program Payments under this Agreement regardless of any investigation made by the City or on City's behalf.

(o) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(p) **Undocumented Workers.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the City notifies Developer of the violation.

(q) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Developer verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(r) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S. B. 252, 85th Leg., R.S. (2017), the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

(s) **Estoppel Certificate.** Upon written request by Developer to City, City will provide Developer with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Developer is in breach of this Agreement, the nature of the breach, and (ii) a statement as to whether this Agreement has been amended and, if so, the identity and substance of each amendment.

[The Remainder of this Page Intentionally Left Blank]

THE INCENTIVES IN THIS AGREEMENT SHALL BE NULL AND VOID IF NOT SIGNED BY DEVELOPER AND RETURNED TO THE CITY BY DECEMBER 31, 2021.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY:

CITY OF LANCASTER, TEXAS,
a Texas home-rule municipality

By: _____
Opal Mauldin-Jones, City Manager

Date: 9-17-21

ATTEST:

_____
Sorangel O. Arenas, City Secretary

APPROVED AS TO FORM:

_____
David T. Ritter, City Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 17 day of September 2021 by Opal Mauldin-Jones, City Manager of the City of Lancaster, Texas, a Texas home-rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

DEBORAH SHELBY BUNTON
My Notary ID # 126844824
Expires April 16, 2025

DEVELOPER:

THREDUP, INC.
a Delaware Corporation

Name: Alon Rotem
Title: Chief Legal Officer
Date Signed: 09/17/2021

STATE OF ~~TEXAS~~ ~~Virginia~~ §
§
COUNTY OF Chesapeake §

This instrument was acknowledged before me on the 17th day of September 2021 by Alon Rotem of Thredup, Inc., a Delaware corporation, on behalf of said corporation.

COMMONWEALTH OF VIRGINIA
N
ELECTRONIC NOTARY PUBLIC

Brenda Turner

REGISTRATION NUMBER
7920382
COMMISSION EXPIRES
October 31, 2025

Brenda Turner
~~Electronic Notary~~ Public
Notary Public, County of Chesapeake ~~Texas~~ Virginia

Notarized online using audio-video communication

Exhibit A

Legal Description and/or Depiction
of the Property

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **8.**

Meeting Date: 03/27/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Financially Sound Government
Quality Development

Submitted by: Shane Shepard, Director of Economic Development

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Agenda Caption:

Discuss and consider a resolution ratifying a performance agreement with Kodiak Robotics, Inc., in an amount not to exceed one hundred fifty thousand dollars ($150,000), from funds collected from one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.

Background:

Kodiak Robotics, Inc. (Kodiak), submitted a request for one hundred fifty thousand dollars ($150,000) to offset approximately ten percent (10%) of the cost of the addition of a new data center to their existing facility located at 3951 Corporate Drive. The data center related improvements are required to be completed by July 31, 2023. In addition, the company will be required to extend the term of their existing lease by three years, from October 31, 2024, to October 31, 2027.

The total estimated cost of the project is one million five hundred thousand dollars ($1,500,000). Kodiak will be required to meet the following obligations:

- Investment – Kodiak agrees to invest a minimum of one million five hundred thousand dollars ($1,500,000) in a new data center for their facility;
- Certificate of Occupancy – Kodiak agrees to maintain a Certificate of Occupancy through October 31, 2027;
- Extension of Lease – Kodiak agrees to extend the term of the lease on the Facility to, at least, through October 31, 2027, by October 31, 2024; and
- Site Visit – Kodiak agrees to grant a tour of the facility during normal business hours once every four years during the term of the agreement.

Kodiak is in the Artificial Intelligence/Advanced Manufacturing industry sector, a targeted industry identified by the Economic Development Strategic Plan. The grant is intended to help retain and expand this firm in the community. Grant funds will be limited to reimbursements of actual expenditures for data center installation and improvements.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The total incentive cost will not exceed one hundred fifty thousand dollars ($150,000). This item was approved at the March 16, 2023 LEDC meeting.

Adequate funds are available in the LEDC fund balance, however, an end-of-year budget adjustment will be required.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the item, as presented.

Attachments

Resolution

Exhibit A - Performance Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, RATIFYING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BY AND BETWEEN THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION (LEDC) AND KODIAK ROBOTICS, INC.; AUTHORIZING THE LEDC TO ENTER INTO A FORMAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kodiak Robotics, Inc. seeks to invest approximately one million five hundred thousand dollars ($1,500,000) in their facility located at 3901 Corporate Drive and extend their lease on the property by three years subject to financial assistance from the Lancaster Economic Development Corporation (hereinafter "LEDC"); and

WHEREAS, the Board of Directors of the LEDC passed and approved Resolution 2023-03-03 on the 16th of March, 2023, approving a Performance Agreement with Kodiak Robotics, Inc. providing a reimbursement of one hundred fifty thousand dollars ($150,000) as a partial reimbursement of the cost of creation of a data center at the facility;

WHEREAS, the City of Lancaster and LEDC recognize the importance of their continued role in economic development in the community of Lancaster; and

WHEREAS, the City of Lancaster and LEDC are authorized by state law to issue grants in order to promote local economic development by stimulating the local economy; and

WHEREAS, an Economic Development Performance Agreement containing the terms of the incentives from the LEDC is appropriate.

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

SECTION 1. The City Council of the City of Lancaster, Texas ratifies the March 16, 2023 action of the Board of Directors of the LEDC approving a Performance Agreement by and between Kodiak Robotics, Inc. and the Lancaster Economic Development Corporation, as set forth in and incorporated by reference as Exhibit A.

SECTION 2. The City Council authorizes the LEDC to enter into the Performance Agreement with Kodiak Robotics, Inc.

SECTION 3. That this resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of March, 2023.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A
SECOND PERFORMANCE AGREEMENT

This **SECOND PERFORMANCE AGREEMENT** by and between ***KODIAK ROBOTICS, INC.*** a Delaware corporation (hereinafter referred to as "Developer"), and the ***LANCASTER ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation (hereinafter referred to as the "LEDC"), is made and executed on the following recitals, terms and conditions.

WHEREAS, LEDC is a Type A economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (D) recycling facilities; . . . (E) distribution centers; (F) small warehouse facilities capable of serving as decentralized storage and distribution centers; (G) primary job training facilities for use by institutions of higher education; or (H) regional or national corporate headquarters facilities"; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless LEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by LEDC's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by LEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to LEDC for financial assistance to offset a portion of the cost of a new data center at their facility located at 3901 Corporate Drive, Lancaster, Texas within the city limits of the City of Lancaster, Texas; ("the Facility") on real property owned or leased by the Developer ("the Property") and

WHEREAS, the LEDC's Board of Directors have determined the financial assistance

provided to Developer for Facility operations located on the Property is consistent with and meets the definition of "project" as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Lancaster, Texas, to approve all programs and expenditures of LEDC, and accordingly this Agreement is not effective until City Council has approved this Agreement at a City Council meeting called and held for that purpose;

WHEREAS, Developer and LEDC have previously entered into a prior Performance Agreement, and now wish to enter into this subsequent Second Performance Agreement

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **October 31, 2027**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

(b) **Agreement**. The word "Agreement" means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.

(c) **BPP Investment.** The term "BPP Investment" means Developer's expenditure for improvements to the Facility and other business personal property ("BPP") located at the Facility in a minimum amount of one million five hundred thousand dollars ($1,500,000).

(d) **Certificate of Occupancy.** The words "Certificate of Occupancy" mean a certificate of

occupancy (or its local equivalent) for the shell improvements at the Facility.

(e) **City.** The word "City" means the City of Lancaster, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 211 N. Henry Street, Lancaster, Texas 75146.

(f) **Developer.** The word "Developer" means **Kodiak Robotics, Inc.** a Delaware Corporation, its successors and assigns, whose address for the purposes of this Agreement is 1049 Terra Bella Avenue, Mountain View, CA 94043.

(g) **Effective Date.** The words "Effective Date" mean the date that the City Council approves this agreement.

(h) **Event of Default**. The words "Event of Default" mean and include any of the Events of Default set forth in the section entitled "Events of Default" in this Agreement.

(i) **Facility.** The word Facility means City-located operations office located on the Property and as described and/or depicted in ***Exhibit B*** of this Agreement, which is attached hereto and incorporated herein for all purposes. In order to qualify as the "Facility" under this Agreement, the facility must meet all of the following criteria: (1) be located within the City; and (2) maintain a Certificate of Occupancy during the duration of this Agreement; and (3) remain in operation in the City of Lancaster for at least three (3) years following the disbursement of funds under this Agreement.

(j) **LEDC**. The word "LEDC" means the Lancaster Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is P.O. Box 940, Lancaster, Texas 75146.

(k) **Property.** The word "Property" means the tract of land located in the City of Lancaster, Dallas County, Texas, commonly known as 3901 Corporate Drive, Suite 300, Lancaster, Texas, and more particularly described and or depicted in ***Exhibit A – Site Plan*** of this Agreement, which is attached hereto and incorporated herein for all purposes. For purposes of this Agreement, the tract does not need to be owned by Developer, but may instead be leased.

(l) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with LEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **BPP Investments.** Developer covenants and agrees to complete the BPP Investment no later than July 31, 2023 and covenants and agrees to maintain and actively operate the Facility located on the Property during the Term of this Agreement.

(b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or maintain a City Certificate of Occupancy for the Facility located on the Property on or before January 31, 2024, and to maintain the Certificate of Occupancy throughout the Term of this Agreement.

(c) **Extension of Lease.** Developer agrees to extend the term of the lease on the Facility to a term of at least October 31, 2027 and to provide written confirmation of such lease extension signed by an officer of the Company to the City no later than October 31, 2024.

(d) **Performance.** Developer covenants and agrees to perform and comply with all terms, conditions and provisions set forth in this Agreement, and any other agreements by and between the City and Developer.

(e) **Provision of Records**. Developer covenants and agrees to provide to City all receipts, purchase orders, funds transfers, checks, charges, and all other supporting documentation that City may reasonably request to demonstrate the costs incurred and paid by Developer related to the Investment Threshold specified in Section 4(f) and payment of Business Personal Property taxes related to this Agreement; *provided, however*, that Developer shall not be obligated pursuant Section to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information or the disclosure of which would adversely affect the attorney client privilege between the Company and its counsel. On request by City, Developer shall supply to City information reasonably requested related to Developer's employment of workers at the Facility, including but not limited to employee headcount and average wage data. Developer will provide all receipts and supporting documentation to City within ninety (90) days of payment of taxes, and within thirty (30) days of a written request by the City for information regarding the BPP Investment or employment.

(f) **General Requirements**. Developer agrees to provide all signatures to fully execute this document no later than sixty (60) days after the Effective Date of the Agreement. Annual funding requests are due by June 1 of each year of eligibility or are foregone for that calendar year.

(g) **Site Visit.** Developer covenants and agrees to grant a tour of the facility during normal business hours and with reasonable notice once every four years of the term of the Agreement to a delegation from the City.

SECTION 5. AFFIRMATIVE COVENANTS OF LEDC.

LEDC covenants and agrees with the Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Data Center /Site Development Grant.** LEDC covenants and agrees to provide a Site Development Grant of funds of up to an aggregate total of **one hundred fifty thousand dollars ($150,000).** The funds may be used to reimburse Developer for actual expenses incurred and paid for data center related improvements on the Facility, such improvements to be made within one (1) year of the Effective Date of this Agreement. Reimbursement of funds to Developer will be made reasonably promptly following submission of accurate invoices, receipts and other written documentation as reasonably requested by LEDC.

(b) **Maximum LEDC Payment under this Agreement.** The Parties agree that, notwithstanding anything to the contrary in this Agreement or any other Agreement involving the Facility and/or Property, LEDC's maximum payment to Developer under the terms provided for hereunder (provided all conditions precedent to payment set forth herein are met) shall be **one hundred fifty thousand dollars ($150,000).**

SECTION 6. CESSATION OF ADVANCES.

If LEDC has made any commitment to make any advance of financial assistance to Developer, whether under this Agreement or under any other agreement, LEDC shall have no obligation to advance or disburse any financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs and is not cured within the time period provided in Section 8.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

(a) **General Event of Default.** Failure of Developer or LEDC to materially comply with or to materially perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or LEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and LEDC, or between Developer and City is an Event of Default.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the LEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

(c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's

property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

(d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from LEDC and/or Dallas County Central Appraisal District is an Event of Default.

(e) **Operations.** Developer will maintain its Facility within the City of Lancaster in full operations through at least October 31, 2027. Failure to do so will cause a non-remediable Event of Default and all funds disbursed under this Agreement will be returned to LEDC within thirty (30) days.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 (a),(b) or (d) of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure a monetary default and ninety (90) days to cure a non-monetary default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by LEDC to Developer pursuant to Section 5 of this Agreement shall become due and payable within 30 days by Developer to the LEDC.

SECTION 9. INDEMNIFICATION.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments**. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts or federal courts for Dallas County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. LEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) **Caption Headings**. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

(h) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service,

postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

if to Developer:	Kodiak Robotics, Inc. 1049 Terra Bella Avenue Mountain View, CA 94043 Attn: Legal Department Email: legal@kodiak.ai
if to LEDC:	Lancaster Economic Development Corporation P.O. Box 940 Lancaster, Texas 75146 Attn: Director Telephone: 972/218-1303

(i) **Severability**. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(k) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date LEDC notifies Developer of the violation.

(l) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Developer verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(m) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S.B. 252, 85th Leg., R.S. (2017)), the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

(n) **Estoppel Certificate.** Upon written request by Developer to LEDC, LEDC will provide Developer with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Developer is in breach of this Agreement, the nature of the breach, and (ii) a statement as to whether this Agreement has been amended

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

DEVELOPER:

KODIAK ROBOTICS, INC.,
a Delaware corporation

By: _____
Name:
Position:
Date Signed: _____

This instrument was acknowledged before me on the _____ day of _____, 202_ by _____, _____ of Kodiak Robotics, Inc., a Delaware corporation, on behalf of said corporation.

_____
Notary Public, State of _____

LEDC:

LANCASTER ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Name:
President
Date Signed: _____

ATTEST:

_____
Shane Shepard, Secretary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 202_, by _ _____, President of the Lancaster Economic Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.

_____
Notary Public, State of Texas

Exhibit A

[Legal Description and/or Depiction of Property]

Exhibit B

[Facility – Site Plan]

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **9.**

Meeting Date: 03/27/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Financially Sound Government
Quality Development

Submitted by: Shane Shepard, Director of Economic Development

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Agenda Caption:

Discuss and consider a resolution ratifying the terms and conditions of an amendment to a Performance Agreement between the Lancaster Economic Development Corporation (LEDC) and Wayfair LLC, in support of a grant to Wayfair from funds collected from the one-fourth (1/4) of one (1) percent additional sales to allocate fifty percent (50%) of the sales and use tax to rebate fifty percent (50%) of sales taxes collected by the company on the sale of consumer goods by Wayfair, as authorized by state law.

Background:

Wayfair LLC ("Wayfair") is a Massachusetts-based business that leases and operates a warehouse/distribution facility containing eight hundred seventy-four thousand five hundred sixty-six (874,566) square feet at 2820 North I-35E. The company currently employs approximately four hundred (400) people at this location. Average compensation for the employees (salaries plus benefits) is over $44,000 annually.

This agreement supersedes an incentive agreement between the Lancaster Economic Development Corporation ("LEDC") and Wayfair that was ratified by the City Council on August 14, 2017. The previous agreement offered a variety of financial incentives in exchange for Wayfair leasing and operating the property. The original incentive package included:

- Incentivized Job Payment - not to exceed one hundred thousand dollars ($100,000)
- Job Training Assistance - not to exceed fifty thousand dollars ($50,000)
- Sales Tax Reimbursement Payment Sales Volume Incentive - up to three hundred twenty thousand dollars ($320,000)

Wayfair did not apply or receive any of these incentives and Wayfair is ineligible to receive funding for any of these initiatives.

Wayfair expressed an interest in negotiating a new incentive agreement to include a rebate of a fifty percent (50%) of sales tax revenue collected by the LEDC. If approved, Wayfair plans to expand its operations in Lancaster and source a majority of sales tax generated from the sales of consumer goods to Lancaster. To take full advantage of the incentive package, Wayfair will also need to extend its lease on the property.

The new agreement is considered a Business Retention project designed to keep the company's investment and four hundred (400) jobs in town. The agreement ties future Business Personal Property tax rebates to future minimum sales tax collections sourced to Lancaster. The agreement is for fifteen (15) years with minimum sales volume levels increasing every five (5) years. Protections are built into the language of the agreement, if the statutory rules or State Comptroller practices change how sales tax revenue accrues to cities.

Since the state limits the amount of property taxes that cities can collect increased sales tax collections are an important source of new revenues. Sales tax revenue is riskier than property tax revenue because of the volatility of the marketplace. By tying the increased sales tax incentive to the BPP rebate, the City encourages Wayfair to expand operations and locally sourced sales.

In order to receive the BPP payments, Wayfair will need to source a minimum of ten million dollars ($10,000,000) in sales to Lancaster (an estimated $200,000 in sales tax collections annually). Specifically, the incentive is shown below:

- The LEDC shall reimburse the Developer fifty percent (50%) of the LEDC's 1/4 of 1% sales tax on consumer sales by the Developer sourced and paid to the City during the Year, provided that During the Years 1 through 5 Period Yearly Sales were $35,000,000 (except if Yearly Sales were $15,000,000 then the LEDC shall reimburse the Developer twenty-five percent (25%) of the LEDC's 1/4 of 1% consumer sales tax on sales by the Developer sourced and paid to the City during the Year);
- During the Years 6 through 10 period Yearly Sales were $40,000,000; and
- After Year 10 during the remaining term of the Agreement Yearly Sales were $45,000,000.

All receipts and accounting reports must be received by the LEDC within thirty (30) days of the completion of the Year. In the event the State Comptroller determines that the Developer erroneously sourced sales for sales tax purposes to the City during the term of the Agreement, the Developer shall repay the LEDC for any sales tax rebate received by the Developer pursuant to Subsection 5(a) above on such sales erroneously sourced to the City, provided that the LEDC had provided the Developer with an opportunity to dispute any finding by the State Comptroller.

Estimated net revenue accruing to the LEDC for the new sales tax collections will be $87,500 annually for years one through five; $100,000 annually for years six through ten; and $112,500 for years ten through fifteen.

This amendment was authorized by LEDC at their March 16, 2023, regular meeting.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

Estimated new sales tax revenues generated and paid to the LEDC are estimated to be approximately one million five hundred thousand dollars ($1,500,000) over the term of the agreement, of which half will be allocated as an incentive. The estimated net benefit to LEDC sales tax collections over the term of the agreement is estimated to be seven hundred fifty thousand dollars ($750,000).

If sales volumes are more than minimum requirements, the net benefit of this agreement to LEDC collections will be greater; if minimum sales volumes are not achieved, no funds will be expended.

A budget amendment may be required if local sourcing of sales tax revenue begins prior to the end of the fiscal year.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the resolution and amended agreement.

Attachments

Resolution

Exhibit A - Amended Performance Agreement

Original Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF LANCASTER TEXAS, RATIFYING THE TERMS AND CONDITIONS OF AN AMENDMENT TO A PERFORMANCE AGREEMENT BETWEEN LANCASTER ECONOMIC DEVELOPMENT CORPORATION OF LANCASTER TEXAS ("LEDC") AND WAYFAIR LLC (WAYFAIR) IN SUPPORT OF A GRANT TO WAYFAIR FROM FUNDS COLLECTED FROM ¼ OF 1 PERCENT ADDITIONAL SALES AND USE TAX TO REBATE FIFTY PERCENT (50%) OF SALES TAXES COLLECTED BY THE COMPANY ON THE SALE OF CONSUMER GOODS TO WAYFAIR; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lancaster and the Lancaster Economic Development Corporation (LEDC) recognize the importance of business and community development to the vitality and growth of Lancaster; and

WHEREAS, on August 14, 2017, the City Council ratified the terms of this Performance Agreement to authorize the Lancaster Economic Development Corporation to enter into the agreement by Resolution No. 2017-08-53; and

WHEREAS, the new agreement is a business retention project designed to retain the company's investment and four hundred (400) jobs in town; and

WHEREAS, Wayfair LLC is requesting that the City rebate fifty percent (50%) of the sales tax collected by the LEDC on consumer sales; and

WHEREAS, The LEDC passed Lancaster Economic Development Corporation Resolution 2023-03-04 on the 16th of March, 2023, to rebate fifty percent (50%) of the sales tax collected by the LEDC on consumer sales; and

WHEREAS, the Board of Directors of LEDC is responsible for the review and evaluation of Type A incentive applications; and

WHEREAS, the Board of LEDC is also responsible for recommending modifications of existing agreements to the Lancaster City Council for review and approval.

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

SECTION 1. The City Council of the City of Lancaster, Texas ratifies the March 16, 2023 action of the Board of Directors of the LEDC amending the Performance Agreement between Wayfair LLC and the LEDC related to business retention incentives for a facility located at 2820 North I-35E.

SECTION 2. The City Council authorizes LEDC to amend the Performance Agreement with Wayfair LLC which is attached hereto and incorporated herein as Exhibit “A”.

SECTION 3. That this resolution shall take effect immediately from and after its passage and it is so resolved.

SECTION 4. That this resolution shall take effect immediately from and after its passage and it is so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of March, 2023

ATTEST:	**APPROVED:**
Sorangel O. Arenas, City Secretary	Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A
PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between ***WAYFAIR LLC,*** hereinafter referred to as "Developer"), and the ***LANCASTER ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation (hereinafter referred to as the "LEDC"), is made and executed on the following recitals, terms and conditions.

WHEREAS, LEDC is a Type A economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and **(**2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . **.** . (D) recycling facilities; . . . (E) distribution centers; (F) small warehouse facilities capable of serving as decentralized storage and distribution centers; (G) primary job training facilities for use by institutions of higher education; or (H) regional or national corporate headquarters facilities"; and

WHEREAS, the attraction of high quality retail and restaurant facilities are found by the board of directors are required to promote the development, retention and expansion of (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases in Lancaster; and

WHEREAS, Developer has applied to LEDC for financial assistance to offset permit and development costs related to building or renovating a new facility or facilities to support new primary jobs and retain primary jobs; and

WHEREAS, the LEDC's Board of Directors have determined the financial assistance provided to Developer for Facility operations located on the Property is consistent with and meets the definition of "project" as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Lancaster, Texas, to approve all programs and expenditures of LEDC, and accordingly this Agreement is not effective until City Council has approved this Agreement at a City Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2040**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

(b) **Agreement**. The word "Agreement" means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.

(c) **Average Yearly Sales. The words "Average Yearly Sales"** shall have the meaning set forth in Subsection 4(d) below.

(d) **Certificate of Occupancy.** The words "Certificate of Occupancy" mean a certificate of occupancy (or its local equivalent) for the Facility.

(e) **City.** The word "City" means the City of Lancaster, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 211 N. Henry Street, Lancaster, Texas 75146.

(f) **Developer.** The word "Developer" means **Wayfair LLC.** a Delaware Limited Liability Company, its successors and assigns, whose address for the purposes of this Agreement is 4 Copley Place, Boston, Massachusetts, 02116.

(g) **Effective Date.** The words "Effective Date" mean January 1, 2023.

(h) **Event of Default**. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

(i) **Facility.** The word "Facility" means Developer's leased facilities constructed on the Property. In order to qualify as the "Facility" under this Agreement, the facility must meet

all of the following criteria: (1) be located within the City; and (2) maintain a Certificate of Occupancy throughout the Term of this Agreement, except in the event of Developer's making repairs or improvements to the Facility that require that the Facility not be occupied, in which case a Certificate of Occupancy is obtained once the repairs or improvements are completed.

(j) **LEDC**. The word "LEDC" means the Lancaster Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is P.O. Box 940, Lancaster, Texas 75146.

(k) **Property.** The word "Property" means the tract of land located in the City of Lancaster, Dallas County, Texas, commonly known as 2820 North I-35E, and more particularly described and or depicted in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes. For purposes of this Agreement, the tract does not need to be owned by Developer, but may instead be leased.

(l) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

(m) **Year**. The word **"Year"** means a calendar year during the Term of this Agreement, starting on January 1, 2023.

(n) **Yearly Sales**. The words "**Yearly Sales**" mean the sales of Developer sourced for sales tax purposes to Lancaster during a Year during the Term of the Agreement

(o) **Years 1 through 5 Period**. The words "**Years 1 through 5 Period"** mean the period of January 1, 2023 through December 31, 2027.

(p) **Years 6 through 10 Period.** The words "**Years 6 through 10 Period"** mean the period of January 1, 2028 through December 31, 2032.

(q) **Years 11 through 15 Period. The words** "**Years 11 through 15 Period"** mean the period of January 1, 2033 through December 31, 2037.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with LEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Occupation of Facility.** Developer covenants and agrees to continue to cause the Facility to be actively occupied during the Term of this Agreement.

(b) **Certificate of Occupancy.** Developer covenants and agrees to maintain a Certificate of Occupancy for the Facility located on the Property throughout the Term of this Agreement, except in the event of Developer's making repairs or improvements to the Facility that

require that the Facility not be occupied, in which case a Certificate of Occupancy is obtained once the repairs or improvements are completed.

(c) **Place of Business for Tax Purposes.** Developer covenants and agrees that its Facility will be designated as a "place of business" so that sales tax on goods and/or services will be sourced to the City of Lancaster, Texas for the purposes of Texas sales tax law. If a legislative or judicial change to Texas law occurs after the commencement of the Term of this Agreement that renders this affirmative obligation commercially impracticable for Developer to meet, the Parties agree that Developer is not required to comply with this subsection for the duration of the legislatively-created conditions, but the Program Payment set forth in Section 5(a) will not be available to Developer.

(d) **Sourced Sales Tax Threshold.** In order to renew the Agreement on December 31 of the last Year of each of the periods set forth below, Developer covenants and agrees to show evidence of sales tax payments sourced to the City based upon the average of Yearly Sales ("Average Yearly Sales") during the five-Year period below:

(1) Years 1 through 5 Period: Average Yearly Sales of $35,000,000;
(2) Years 6 through 10 Period: Average Yearly Sales of $40,000,000; and
(3) Years 11 through 15 Period: Average Yearly Sales of $45,000,000.

(e) **Performance.** Developer covenants and agrees to perform and comply with all terms, conditions and provisions set forth in this Agreement, and any other associated written agreements by and between the City and Developer.

(f) **Provision of Records**. Developer covenants and agrees to provide to City reasonable supporting documentation demonstrating the costs incurred and paid by Developer related to the investment in equipment, machinery and other Business Personal Property, verification of employment and salary, payment of taxes and valuation information related to this Agreement. Developer will provide all receipts and supporting documentation to City within thirty (30) days of payment of taxes, and within thirty (30) days of a written request by the City (made not more than once per Year) for information regarding valuation.

(g) **Performance**. Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between Developer and LEDC and between Developer and City.

(i) **Site Visit.** Developer covenants and agrees to grant a tour of the Facility once every four years of the Term of the Agreement to a delegation from the City.

SECTION 5. AFFIRMATIVE COVENANTS OF LEDC.

LEDC covenants and agrees with the Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) Sales Tax on Consumer Goods Sold. Within sixty (60) days after the end of a Year, the LEDC shall reimburse the Developer fifty percent (50%) of the LEDC's .25 % sales tax on sales by the Developer sourced and paid to the City during the Year, provided that: (1) the Developer has maintained a Certificate of Occupancy for the Facility; (2) the Affirmative Obligations set out in Section 4(c) have been satisfied; and (3) (i) with respect to a Year during the Years 1 through 5 Period Yearly Sales were $35,000,000 (except if Yearly Sales were $15,000,000 then the LEDC shall reimburse the Developer twenty five percent (25%) of the LEDC's .25% sales tax on sales by the Developer sourced and paid to the City during the Year); (ii) with respect to a Year during the Years 6 through 10 period Yearly Sales were $40,000,000; and (iii) with respect to a Year after Year 10 during the remaining term of the Agreement Yearly Sales were $45,000,000. All receipts and accounting reports must be received by the LEDC within thirty (30) days of the completion of the Year.

(b) In the event the State Comptroller determines that the Developer erroneously sourced sales for sales tax purposes to the City during the term of the Agreement, Developer shall repay the LEDC for any sales tax rebate received by the Developer pursuant to Subsection 5(a) above on such sales erroneously sourced to the City, provided that the LEDC had provided the Developer with an opportunity to dispute any finding by the State Comptroller.

SECTION 6. CESSATION OF ADVANCES.

If LEDC has made any commitment to make any advance of financial assistance to Developer, whether under this Agreement or under any other agreement, LEDC shall have no obligation to advance or disburse any financial assistance after: (i) Developer's filing of a petition in bankruptcy or similar proceedings is filed by or against Developer and is not dismissed within ninety (90) days after such filing, or Developer is adjudged bankrupt; or (ii) an Event of Default occurs and is not cured within the time period provided in Section 8.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

(a) **General Event of Default.** Failure of Developer or LEDC to materially comply with or to materially perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or LEDC to materially comply with or to perform any other term, obligation, covenant or condition contained in any other associated written agreement by and between Developer and LEDC is an Event of Default. Sourced Sales Tax thresholds, if not met in a given Year, are not a condition for default, however, but only preclude the payment of the applicable incentive during the given year.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the LEDC by or on behalf of Developer under this Agreement that is false or misleading in any

material respect, as of the time made or furnished is an Event of Default.

(c) **Insolvency.** Developer's appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer that is not dismissed within ninety (90) days.is an Event of Default.

(d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from LEDC and/or Dallas County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 (a), (b), or (d) of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure a monetary default and ninety (90) days to cure a non-monetary default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. No right to cure shall apply to a default under Section 7(c).

SECTION 9. INDEMNIFICATION.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments/Superseding Agreement**. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or

amendment. This Agreement supersedes and replaces as of the Effective Date the August 14, 2017 Economic Development Incentive Agreement (the "August 14, 2017 Agreement") between the parties, except that the LEDC's obligations under Section 3(e) of the August 14, 2017 Agreement for any period prior to the Effective Date shall continue in full force and effect.

(b) **Applicable Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts or federal courts for Dallas County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed. Any restrictions herein on the transfer or assignment of Developer's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to a subsidiary or affiliate of Developer, an acquirer of substantially all of Developer's assets, or any corporation or other entity with which Developer may merge or consolidate or that may succeed to a controlling interest in Developer or in which Developer owns more than a twenty percent (20%) equity interest.

(d) **Attorneys' Fees and Costs.** In the event of any action at law or in equity between the parties to enforce any of the provisions hereof, to the extent allowed by law any unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees (including costs and expenses incurred in connection with all appeals) incurred by the successful party, and these costs, expenses and attorneys' fees may be included in and as part of the judgment. A successful party shall be any party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.

(e) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. LEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(f) **Caption Headings**. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(h) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, pandemic or wide spread disease, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

(i) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) delivered by nationally recognized next business day delivery service or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

if to Developer:	Wayfair LLC 4 Copley Place Boston, Massachusetts 02116 Attn: General Counsel
if to LEDC:	Lancaster Economic Development Corporation P.O. Box 940 Lancaster, Texas 75146 Attn: Director Telephone: 972/218-1303

(j) **Severability**. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(k) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(l) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date LEDC notifies Developer of the violation.

(m) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Developer verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(n) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S.B. 252, 85th Leg., R.S. (2017)), the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

(o) **Estoppel Certificate.** Upon written request by Developer to LEDC, LEDC will provide Developer with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Developer is in breach of this Agreement, the nature of the breach, and (ii) a statement as to whether this Agreement has been amended and, if so, the identity and substance of each amendment.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

DEVELOPER:

Wayfair LLC
a Delaware Limited Liability Company

By: _____
Name: _____
Position: _____
Date Signed: _____

COMMONWEALTH OF MASSACHUSETTS §
§
COUNTY OF SUFFOLK §

This instrument was acknowledged before me on the _____ day of _____, 2023 by _____, of Wayfair LLC, a Delaware Limited Liability Corporation.

_____
Notary Public, County of Suffolk, Massachusetts

LEDC:

LANCASTER ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Name: Ted Burk
President
Date Signed: _____

ATTEST:

_____
Shane Shepard, Secretary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2023, by _____, President of the Lancaster Economic Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.

_____
Notary Public, State of Texas

Exhibit A

[Legal Description and/or Depiction of Property]

DESCRIPTION, of a 47.152 acre tract of land situated in William Howerton Survey, Abstract No. 559, Dallas County, Texas; said tract being all of that certain tract of land described in a Special Warranty Deed to CS Lancaster LLC recorded in Instrument No. 20070238653 of the Official Public Records of Dallas County, Texas; said 47.152 acre tract being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the southwest end of a right-of-way corner clip at the intersection of the easterly right-of-way line of Interstate Highway 35E (a 280-foot wide right-of-way) and the south right-of-way line of West Drive (an 80-foot wide right-of-way) as described in a Special Warranty Deed to the City of Lancaster recorded in Volume 2003241, page 5937 of said Deed Records of Dallas County, Texas;

THENCE North 43 degrees, 42 minutes, 19 seconds East, along said corner clip, a distance of 50.64 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner; said point being the northeast end of said corner clip and in the said south line of West Drive;

THENCE departing said corner clip and along the said south line of West Drive, the following three (3) calls:

North 89 degrees 00 minutes 49 seconds East, a distance of 1,212.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found at the beginning of a tangent curve to the right;

In a southeasterly direction, along said curve to the right, having a central angle of 10 degrees, 54 minutes 09 seconds, a radius of 800.00 feet, a chord bearing and distance of South 85 degrees, 32 minutes, 07 seconds East, 152.00 feet, an arc distance of 152.23 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found at the end of said curve;

South 80 degrees, 05 minutes, 02 seconds East, a distance of 307.19 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner in the west line of a tract of land described in Warranty Deed to Dallas County Schools recorded in Volume 98090, Page 2691 of said Deed Records;

THENCE, South 01 degrees, 23 minutes, 40 seconds East, along the said west line of the Dallas County Schools tract, passing at a distance of 930.44 feet the northwest corner of a tract of land described in a General Warranty Deed to Blue Bell Operating, L.P. recorded in Volume 2001040, Page 530 of said Deed Records, and continuing for a total distance of 1140.02 feet to a 3/4-inch iron pipe found for corner in the west line of said Blue Bell tract; said point also being the northeast corner of Brownlee Park Addition No. 2, an addition to the City of Lancaster, Texas recorded in Volume 16, Page 357 of the Map Records of Dallas County, Texas;

THENCE, South 88 degrees, 38 minutes, 58 seconds West, along the north line of said Brownlee Park Addition No. 2, passing at a distance of 1695.63 feet the northwest corner of said Brownlee Park No. 2 Addition, and continuing for a total distance of 1696.10 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner in the said east line of Interstate Highway 35E;

THENCE, North 01 degrees, 35 minutes, 45 seconds West, along the said east line of Interstate Highway 35E, a distance of 1,187.39 feet to the POINT OF BEGINNING;

CONTAINING, 2,053,930 square feet or 47.152 acres of land, more or less.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

RESOLUTION NO. 2017-08-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, RATIFYING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION (LEDC) AND WAYFAIR, LLC., AND AUTHORIZING THE LEDC TO ENTER INTO A FORMAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Wayfair, LLC has submitted a Letter of Intent to Duke Realy, LP for the purpose of locating a state-of-the-art regional distribution, warehouse, fulfillment, and office center within the City of Lancaster, Texas, and

WHEREAS, pursuant to Lancaster Economic Development Corporation (hereinafter "LEDC") Resolution 2017-04 which was passed and approved on the 1st of August, 2017 by the Board of Directors of the Lancaster Economic Development Corporation (LEDC), offering an incentive grant to Wayfair, LLC, and

WHEREAS, the City of Lancaster and LEDC recognize the importance of their continued role in economic development in the community of Lancaster; and

WHEREAS, the City of Lancaster and LEDC are authorized by state law to issue grants in order to promote local economic development by stimulating the local economy, and

WHEREAS, an Economic Development Incentive Agreement containing the terms of the grant of incentives from the LEDC is appropriate.

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

SECTION 1. The City Council of the City of Lancaster, Texas ratifies the August 1, 2017 actions of the Boards of Directors of the LEDC approving an incentive grant to Wayfair, LLC.

SECTION 2. The City Council authorizes LEDC to enter into an incentive agreement with Wayfair, LLC, which is attached hereto.

SECTION 3. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of August, 2017.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

RESOLUTION NO. 2017-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION OF LANCASTER, TEXAS IN SUPPORT OF A GRANT OF ECONOMIC DEVELOPMENT FUNDS TO WAYFAIR, LLC., A DELAWARE LIMITED LIABILITY COMPANY FOR THE PROMOTIONS AND DEVELOPMENT OF NEW AND EXPANDED BUSINESS ENTERPRISE AS AUTHORIZED BY STATE LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lancaster Economic Development Corporation, ("LEDC"), acting through its Board of Directors, desires to grant certain incentives to Wayfair, LLC., a Delaware limited liability company, for the purpose of locating a state-of-the-art regional distribution, warehouse, fulfillment, and office center within the City of Lancaster, Texas; and

WHEREAS, LEDC is authorized by state law to issue certain grants in order to promote local economic development by stimulating the local economy; and.

WHEREAS, LEDC is responsible for recommending Type A Incentive Grants to the Lancaster City Council for review and approval; and

WHEREAS, LEDC has determined that the award of grants to Wayfair, LLC is in the best interest of the City of Lancaster and;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION:

SECTION 1. The Board of Directors of the Lancaster Economic Development Corporation approves this resolution and desires to enter into an Economic Development Incentive Agreement with the City of Lancaster to provide economic development grants to Wayfair, LLC to provide the grants specifically attributed to LEDC therein, and authorizes the Board President or other authorized representative to execute the Agreement subject to ratification and approval by the City Council of the City of Lancaster.

SECTION 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED and approved by the Board of Directors of the Lancaster Economic Development Corporation on the 1st day of August, 2017.

APPROVED:

Sandi Collier

Sandi, Collier, Vice President

ATTEST:

Mayra Ortiz

Mayra A. Ortiz, Executive Secretary

APPROVED AS TO FORM:

David T. Ritter, City Attorney

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

Recipient: ***WAYFAIR LLC***
4 Copley Place, Floor 7
Boston, MA 02116

Grantors: ***LANCASTER ECONOMIC DEVELOPMENT CORPORATION***
P.O. Box 940
Lancaster, TX 75146

CITY OF LANCASTER, TEXAS
211 N. Henry Street
Lancaster, TX 75146

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT ("Agreement") between ***WAYFAIR LLC***, a Delaware limited liability company ("Recipient"); the ***LANCASTER ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation; and CITY OF LANCASTER, TEXAS, a Texas municipal corporation (individually "City" and "LEDC", and each referred to as "Grantor" for purposes of their respective Incentive Payments) is made and executed on the following recitals, terms and conditions.

WHEREAS, Recipient is a leading, NYSE-listed e-commerce company in the home furnishings and décor sector; and

WHEREAS, Recipient has applied to Grantor for financial accommodations to enable it to locate a major distribution, warehouse, fulfillment, and office center in the City of Lancaster, Texas, including those incentives which are described in this Agreement and those which may be described on any exhibit or schedule attached to this Agreement; and

WHEREAS, LEDC approved certain financial incentives to Recipient at its August 1, 2017 Board meeting, and City approved certain financial incentives to Recipient at its August 14, 2017 City Council meeting which would allow Recipient to locate its regional e-commerce, distribution, warehouse, fulfillment, and office center in the City of Lancaster, Texas and to expand operations accordingly; and

WHEREAS, Recipient understands and agrees that: (a) in granting, renewing, or extending any financial incentives, Grantor is relying upon Recipient's representations, warranties, and agreements, as set forth and provided for in this Agreement; (b) the granting, renewing, or extending of any incentive by Grantor at all times shall be subject to Grantor's sole judgment and discretion; and (c) all such incentives shall be and shall remain subject to the terms and conditions as set forth in this Agreement.

SECTION 1. TERM.

This Economic Development Incentive Agreement shall be effective as of August 14, 2017 (the "Effective Date") and shall continue thereafter until all obligations of Recipient to Grantor have been performed in full and the parties terminate this Agreement in writing, or on the sooner of the termination of the Lease or August 14, 2029, unless terminated sooner under the provisions hereof. This Agreement will terminate if not executed by all parties within fourteen (14) days of the approval of the Agreement by the later of the City Council and the EDC Board.

SECTION 2. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Texas Uniform Commercial Code.

a. **Agreement.** The word "Agreement" means this Economic Development Incentive Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

b. **Business Personal Property.** The words "Business Personal Property" means property as defined under Texas Tax Code Section 1.04(5) and which is taxable within the City of Lancaster, Texas, and for which business personal property taxes are paid by Recipient.

c. **City.** The word "City" means the City of Lancaster, Dallas County, Texas.

d. **Confirmed Annual Sales Volume.** The words "Confirmed Annual Sales Volume" mean the volume of sales certified by Recipient to have been subject to Sales Tax on an annual basis and for which Sales Tax was collected.

e. **Effective Date.** The words "Effective Date" mean August 14, 2017.

f. **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

g. **Facility.** The word "Facility" means Recipient's new regional distribution facility, owned by Duke Realty Limited Partnership, an Indiana limited partnership, and leased to Recipient, to be constructed at the Interchange 35 property located at 2820 N. I-35 E Interchange, Lancaster, TX 75134. The Facility shall be a build-to-suit distribution facility of ± 874,566 square feet located on ± 47.15 acres of land, and shall be constructed to specifications consistent with the July 19, 2017 Final LOI Terms between

Duke Realty Limited Partnership and Recipient. In order to qualify as the "Facility" under this Agreement, the facility must meet all of the following criteria: (1) when completed and fully valued and assessed, have an ad valorem real property value of not less than $20,000,000 on the Dallas Central Appraisal District tax rolls; (2) be the site of equipment with an appraisal business personal property value of not less than $6,000,000; (3) be the warehouse/fulfillment site of Recipient's inventory with a retail value of not less than $1,500,000; and (4) construction on facility must commence no later than nine (9) months from the Effective Date of this Agreement.

h. **Incentive Payment.** The words "Incentive Payment" mean any financial payment, benefit, reimbursement, or refund made by City or LEDC to Recipient under this Agreement.

i. **Incentivized Jobs.** The words "Incentivized Jobs" mean up to two hundred (200) newly-created jobs for New Employees situated at the Facility and who are residents of the City, which New Employees have been hired from the Effective Date until the 2nd anniversary of the Effective Date and which New Employees, in the aggregate, have an average Salary of not less than $35,942 per New Employee.

j. **Grantor.** The word "Grantor" means the ***LANCASTER ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation, or **CITY OF LANCASTER, TEXAS**, a Texas municipal corporation, for purposes of their respective Incentive Payments made under this Agreement.

k. **LEDC.** The word "LEDC" means Lancaster Economic Development corporation, a non-profit corporation formed for the purpose of advancing economic development in the City of Lancaster, Texas.

l. **New Employee.** The words "New Employee" means a full-time, direct employee of Recipient, working a minimum of thirty-two (32) hours per week, who shall be employed in a position physically based at the Facility. New Employee shall <u>not</u> include employees of Recipient's subcontractors or vendors, whether working at the Facility or otherwise.

m. **Recipient.** The word "Recipient" means ***WAYFAIR LLC.***, a Delaware limited liability company, or a wholly-owned affiliate of Recipient approved by Grantor.

n. **Sales Tax.** The words "Sales Tax" means the City's 1% sales taxes collected by Recipient pursuant to the Texas Tax Code for: (1) orders received at the Facility and fulfilled at the Facility; and (2) orders received

at a location other than a Texas place of business and fulfilled at the Facility.

o. **Salary.** The word "Salary" shall mean the annual, W-2 wages of any New Employee, exclusive of benefits, employer-paid taxes, health insurance, bonus, car allowance and related employee perquisites.

SECTION 3. INCENTIVE PAYMENTS.

The following Incentive Payments shall be available to Recipient under the following conditions and the Recipient Obligations set forth below:

a. **Incentivized Job Incentive Payments.** On or before the second anniversary of the Effective Date, Recipient may create up to two hundred (200) Incentivized Jobs which are eligible for Incentive Payments, and each Incentivized Job shall be maintained at the Facility for not less than five (5) years from the date of any Incentive Payment disbursed for New Employees. The Incentivized Job payment shall be made in one (1) installment, within (30) days of the second anniversary of the Effective Date and receipt of Recipient's certification of the Incentivized Jobs at the Facility as of the second anniversary date of the Effective Date. Upon verification of the data in the certification, LEDC will make an Incentive Payment to Recipient equal to five hundred and no/100 dollars ($500.00) for each net New Employee hired; up to a maximum aggregate amount of one hundred thousand and no/100 DOLLARS. ($100,000.00). It is expressly agreed that LEDC will make payment for each incremental, or net, New Employee only once. Any reduction in New Employees (by layoff, termination or otherwise) which have previously received an incentive payment shall be disclosed to Grantor and adjusted for, including repayment for any overpayments.

(1) If on each of the first five anniversary dates of the Effective Date after the New Employee Incentive Payment has been made, Recipient has received Incentive Payments in excess of the net New Employees then located at the Facility, Recipient shall immediately refund that amount representing unearned Incentivized Jobs. For example, if Recipient created one hundred (100) New Employees in the first two (2) years following the Effective Date (in the aggregate) and received $50,000 in Loan Advances; and thereafter, at the end of the third year following the Effective Date, Recipient had only eighty (80) New Employees located at the Facility, Recipient would be immediately obligated to pay LEDC $10,000 (representing twenty (20) unearned Incentivized Jobs x $500/New Employee).

(2) For each year from the first anniversary to the seventh anniversary

of the Effective Date, Recipient shall provide Grantor with a detailed report of the status of New Employees and Incentivized Jobs.

b. **Job Training Assistance Incentive Payment.** LEDC shall make available to Recipient an Incentive Payment in the amount of up to fifty-thousand and no/100 dollars ($50,000.00), payable in two (2) equal annual installments for the purpose of job training education for Recipient's employees located at the Facility. Such funds shall be used to reimburse Recipient for job training at Cedar Valley College for Recipient's Facility employees and all courses and training must be completed on or before the second anniversary of the Effective Date. Recipient shall provide LEDC with a report of costs incurred, courses taken, employee name and dates of attendance, course grades, and any certificate or degree obtained on the first and second anniversary of the Effective Date. LEDC will issue payment within thirty (30) days of receipt of each annual report.

c. **Sales Tax Reimbursement Incentive Payment.** The City shall make an Incentive Payment to reimburse Recipient for Sales Tax collected and paid for Recipient's operations made at, and attributable to, the Facility for up to ten (10) years. The first payment shall be made after the calculation, submission and confirmation of the sales volumes and taxes paid for the first full calendar year after Recipient begins business operations, including sales, at the Facility. The Incentive Payments shall be based the following criteria:

Confirmed Annual Sales Volume	Years of Eligibility	Percentage of Sales Taxes Reimbursed
$300 million +	10	50%
$200 million+ to $300 million	10	45%
$100 million + to $200 million	10	40%
$50 million+ to $100 million	10	35%
$25 million + to $50 million	10	30%
$10 million+ to $25 million	10	25%
Less than $10 million	10	20%

It is understood that the amount of the Incentive Payment may vary from year to year based on the amount of the Confirmed Annual Sales Volume and net sales tax receipts collected and paid at the Facility. Sales Tax Reimbursement Incentive Payments shall be available only for up to the first ten (10) years following the first full calendar year after Recipient begins business operations at the Facility.

d. **Sales Volume Incentive Payment.** LEDC shall pay the sum of up to three hundred twenty thousand and no/100 dollars ($320,000.00), based on the achievement of Confirmed Annual Sales Volume as follows:

(1) for each calendar year in the first five (5) full calendar years after Recipient begins business operations at the Facility in which Recipient's Confirmed Annual Sales Volume exceeds $12.8 million, and for which the Recipient has collected and remitted the 2% local sales tax on the Confirmed Annual Sales Volume, Recipient or a party designated in writing by Recipient shall be entitled to a Sales Volume Incentive Payment payable by LEDC in the amount of sixty-four thousand and no/100 dollars. ($64,000.00);

(2) if Recipient's aggregate Confirmed Annual Sales Volume reaches a cumulative total of sixty-four million dollars ($64,000,000.00) at any time during the first five (5) full calendar years after the commencement of business operations at the Facility, and if Recipient has collected and remitted the 2% local sales tax on the cumulative Confirmed Annual Sales Volume Recipient shall be entitled to the balance of the unpaid Sales Volume Incentive Payment, up to a maximum amount not to exceed the amount in Section 3.(d), *supra*.

Payment of this Incentive Payment is expressly conditioned on verification that the 2% local sales tax has been collected and remitted to the City by Recipient.

e. **Business Personal Property Tax Refunds.** The City shall make an Incentive Payment to Recipient to reimburse a portion of the Business Personal Property taxes paid by the Recipient to the City for up to seven (7) years. The first payment shall be made after Recipient pays taxes for the first tax year that begins after the City issues a Certificate of Occupancy for Recipient's occupancy of the Facility and for which the Business Personal Property is fully assessed by the taxing authorities. The Incentive Payments shall be based upon the following percentages, which shall apply to each year as follows:

Tax Years	Percentage of City BPP Taxes Reimbursed
1st through 7th tax year after issuance of Certificate of Occupancy	60% (up to $20 million in taxable value) 65% (if taxable value exceeds $20 million)

Notwithstanding the foregoing, the City shall have no obligation to pay Recipient any Incentive Payment until receipt of the BPP Tax Report described in Section 4.(b)(3)(iii) of this Agreement. The City agrees to provide the Incentive Payment to Recipient within thirty (30) days following receipt and acceptance of the BPP Tax Report.

SECTION 4. RECIPIENT OBLIGATIONS

a. Recipient shall comply with the following terms and satisfy the following obligations to be eligible for the Incentive Payments above:

(1) **Lease.** Recipient shall lease the Facility from Duke Realty Limited Partnership for a term of at least eighty-seven (87) months and which shall commence on September 1, 2018 or upon substantial completion of the Facility, whichever is later, and shall provide Grantor with a fully executed copy of the Lease within fourteen (14) days of the approval of this Agreement by the City Council

(2) **Certificate of Occupancy.** Recipient shall obtain a Certificate of Occupancy for the Facility on or before December 1, 2018.

(3) **Incentivized Jobs.** The Incentivized Jobs for which Incentive Payments are provided pursuant to Section 3.(a), *supra* shall be maintained for a period of not less than five (5) years from the date the Incentive Payment is made.

b. **Compliance Certificates and Reports.** Recipient shall provide Grantor with compliance certificates when requested or required hereunder, such certificates or reports specifying or reflecting:

(1) an existing and valid Certificate of Occupancy for the Facility (subject to the provisions of Section 4.(a)(2)), *supra*;

(2) an annual, detailed verification of the Incentivized Jobs, including the baseline number of employees as of the Effective Date, indicating the position created, the classification of the job, the W-2 wages/salary, the date the job is filled, and the benefits/perquisites of the job.

(3) an annual, detailed verification of (i) Job Training Assistance Incentive report including the information set forth in Section 3.(b), *supra*; (ii) Confirmed Annual Sales Volume report including certification by Recipient of sales volume and sales tax collected and paid to each taxing entity; and (iii) Business Personal Property (BPP) Tax report including certification by Recipient of Business Personal Property located at the Facility and paid to each taxing entity.

c. **Performance.** Recipient agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement.

SECTION 5. CESSATION OF INCENTIVE PAYMENTS.

If Grantor has made any commitment to make any Incentive Payment to Recipient, whether under this Agreement or under any other agreement, Grantor shall have no obligation to advance or disburse Incentive Payment funds if:

a. Recipient becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or

b. during the pendency of an Event of Default.

SECTION 6. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement.

a. **Certificate of Occupancy.** Failure of Recipient to complete any of the following: (1) execution and delivery of the Lease described in Section 4.(a)(1), *supra*; (2) failure of Duke Realty Limited Partnership to construct the Facility in accordance with the specifications set forth in Section 2.(g), *supra*, or (3) failure to obtain a Certificate of Occupancy in accordance with Section 4.(a)(2), *supra*.

b. **False Statements.** Any warranty, representation or statement made or furnished to Grantor by or on behalf of Recipient under this Agreement or any related document (including but not limit to any applications for economic development funds) that is false or misleading in any material respect, either now or at the time made or furnished.

c. **Insolvency.** Recipient's insolvency, appointment of receiver for any part of Recipient's property, any assignment for the benefit of creditors of Recipient, any type of creditor workout for Recipient, or the commencement of any proceeding under any bankruptcy or insolvency laws by Recipient or against Recipient and not dismissed within sixty (60) days of filing thereof.

d. **Ad Valorem Taxes.** Failure of Recipient to pay, prior to delinquency, all taxes and assessments levied or assessed upon Recipient's real property improvements or business personal property.

e. **Undocumented workers.** Recipient certifies that Recipient does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Recipient is convicted of a violation under 8 U.S.C. § 1324a(f), Recipient shall be in default hereunder.

f. **Other Defaults.** Failure of Recipient after written notice and thirty (30) days opportunity to cure, to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of related document, or failure of Recipient to comply with or to perform any other term, obligation, covenant or condition contained in any other obligation, covenant or condition contained in this Agreement or in any of related document, or failure of Recipient to comply with or to perform any

other term, obligation, covenant or condition contained in any other written agreement between Grantor and Recipient, and specifically, should Recipient sublet or assign any of its interest in any portion of the Facility to any unrelated or unaffiliated entity without Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

If any Event of Default shall occur and upon thirty (30) days written notice and opportunity to cure Recipient has not cured such Event of Default within 30 days of written notice, then all commitments of Grantor under this Agreement immediately shall terminate (including any obligation to make Loan advances), and all amounts previously advanced under the Loan, not otherwise forgiven by action of the LEDC Board or City Council, as applicable, will become immediately due and payable, all without notice of any kind to Recipient, at the option of Grantor, except for an Event of Default described in the "Insolvency" subsection above, in which case such acceleration shall be automatic and not optional. Any Default which may be cured by the payment of money shall not extend beyond the 30-day period referenced herein. Any amounts due and payable shall not accrue interest until they are deemed to be past due as provided in the Note.

SECTION 8. INDEMNIFICATION.

RECIPIENT SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS GRANTOR, ITS DIRECTORS, OFFICERS, AGENTS, ATTORNEYS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST:

A. ANY AND ALL CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION THAT ARE ASSERTED AGAINST ANY INDEMNITEE IF THE CLAIM, DEMAND, ACTION OR CAUSE OF ACTION RELATES TO TORTIOUS INTERFERENCE WITH CONTRACT OR BUSINESS INTERFERENCE, OR WRONGFUL OR NEGLIGENT USE OF GRANTOR'S INCENTIVE PAYMENTS BY RECIPIENT OR ITS AGENTS AND EMPLOYEES;

B. ANY ADMINISTRATIVE OR INVESTIGATIVE PROCEEDING BY ANY GOVERNMENTAL AUTHORITY RELATED TO A CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IN WHICH GRANTOR IS A DISINTERESTED PARTY;

C. ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WHICH CONTESTS OR CHALLENGES THE LEGAL AUTHORITY OF GRANTOR OR RECIPIENT TO ENTER INTO THIS AGREEMENT; AND

D. ANY AND ALL LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND

DISBURSEMENTS) THAT ANY INDEMNITEE SUFFERS OR INCURS AS A RESULT OF ANY OF THE FOREGOING; PROVIDED, HOWEVER, THAT RECIPIENT SHALL HAVE NO OBLIGATION UNDER THIS SECTION TO GRANTOR WITH RESPECT TO ANY OF THE FOREGOING TO THE EXTENT THAT SUCH CLAIMS OR LIABILITIES ARISE OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR OR THE BREACH BY GRANTOR OF THIS AGREEMENT.

IF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS ASSERTED AGAINST ANY INDEMNITEE, SUCH INDEMNITEE SHALL PROMPTLY NOTIFY RECIPIENT, BUT THE FAILURE TO SO PROMPTLY NOTIFY RECIPIENT SHALL NOT AFFECT RECIPIENT'S OBLIGATIONS UNDER THIS SECTION UNLESS SUCH FAILURE MATERIALLY PREJUDICES RECIPIENT'S RIGHT TO PARTICIPATE IN THE CONTEST OF SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION, AS HEREINAFTER PROVIDED. IF REQUESTED BY RECIPIENT IN WRITING, AS SO LONG AS NO DEFAULT OR EVENT OF DEFAULT SHALL HAVE OCCURRED AND BE CONTINUING, SUCH INDEMNITEE SHALL IN GOOD FAITH CONTEST THE VALIDITY, APPLICABILITY AND AMOUNT OF SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION AND SHALL PERMIT RECIPIENT TO PARTICIPATE IN SUCH CONTEST. ANY INDEMNITEE THAT PROPOSES TO SETTLE OR COMPROMISE ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR PROCEEDING FOR WHICH RECIPIENT MAY BE LIABLE FOR PAYMENT OF INDEMNITY HEREUNDER SHALL GIVE RECIPIENT WRITTEN NOTICE OF THE TERMS OF SUCH PROPOSED SETTLEMENT OR COMPROMISE REASONABLY IN ADVANCE OF SETTLING OR COMPROMISING SUCH CLAIM OR PROCEEDING AND SHALL OBTAIN RECIPIENT'S CONCURRENCE THERETO.

SECTION 9. RECIPIENT'S REPRESENTATIONS.

By execution hereof, the signatories warrant and represent that they have the requisite authority to execute this Agreement and any related documents and that the representations made herein, and in the related documents, are true and accurate in all respects.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

a. **Amendments.** This Agreement, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

b. **Applicable Law and Venue.** This Agreement has been delivered to Grantor and accepted by Grantor in the State of Texas. Recipient agrees to submit to the jurisdiction of the courts of Dallas County, State of Texas, and that venue is proper in said County. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and applicable federal laws.

c. **Employee Hiring, Materials and Supplies Purchase.** Although not an Event of Default or a condition to any disbursement or advance of the Loan or any portion thereof, Grantor requests that Recipient use good faith efforts to satisfy its need for all additional employees from City residents and purchase all materials, supplies and services necessary to affect the construction and subsequent occupancy of the Property from City merchants and businesses.

d. **Community Involvement.** Although not an Event of Default or a condition to any disbursement or advance of the Loan or any portion thereof, Recipient agrees to use good faith efforts to actively participate in community and charitable organizations and/or activities, the purpose of which are to improve the quality of life in City, and to actively encourage its employees to be involved in such organizations and/or activities.

e. **Recipient Audit.** Recipient agrees to allow Grantor, at a time mutually acceptable to Grantor and Recipient, to audit at Grantor's expense all of Recipient's records, documents, agreements and other instruments in furtherance of the following purposes: (i) to ensure Recipient's compliance with the affirmative covenants and duties set forth in Sections 3 and 4 herein; (ii) to determine the existence of an Event of Default set forth in Section 6 herein; and (iii) to ensure compliance with any other term or condition of this Agreement or any related document.

f. **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

g. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Recipient agrees to keep Grantor informed at all times of Recipient's current address.

h. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or

circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

i. **Survival.** All warranties, representations, and covenants made by Recipient in this Agreement or in any certificate or other instrument delivered by Recipient to Grantor under this Agreement shall be considered to have been relied upon by Grantor and will survive the payment of any Incentive Payments under this Agreement regardless of any investigation made by Grantor or on Grantor's behalf.

j. **Attorneys' Fees and Costs.** In the event of any action at law or in equity between the parties to enforce any of the provisions hereof, to the extent allowed by law any unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees (including costs and expenses incurred in connection with all appeals) incurred by the successful party, and these costs, expenses and attorneys' fees may be included in and as part of the judgment. A successful party shall be any party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.

k. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

l. **Counterparts.** This Agreement may be executed in counterparts, and such counterparts together shall constitute but one original of the Agreement. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it.

m. **Waiver.** No failure or delay by a party to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power or remedy hereunder shall constitute a waiver of the same or any other term of this Agreement or preclude such party from enforcing or exercising the same or any such other term, conditions, covenant, right, power or remedy at any later time.

n. **No Interpretation Against Drafter.** Recipient and Grantor have participated in negotiating and drafting this Agreement, and agree that the Agreement is to be construed as if drafted jointly. The parties agree that the Agreement will not be interpreted or construed against either party should a need for interpretation or resolution of any ambiguity arise.

RECIPIENT ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS

LOAN AGREEMENT, AND RECIPIENT AGREES TO ITS TERMS.

THIS AGREEMENT SHALL BE EFFECTIVE AS OF AUGUST 14, 2017.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

GRANTOR:

LANCASTER ECONOMIC DEVELOPMENT CORPORATION,
a Texas Non-Profit Corporation

By: _____
SHANE SHEPARD
Director of Economic Development

Date Signed: 8-1-17

By: Sandi Collier
Sandi Collier
Vice President

Date Signed: 8-1-17

See Council Resolution 2017-08-50

LANCASTER CITY COUNCIL

City Council Regular Meeting **Item 20.**

Meeting Date: 08/14/2017

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

Goal(s): Quality Development

Submitted by: Shane Shepard, Director of Economic Development

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Agenda Caption:
Discuss and consider a resolution ratifying the terms and conditions of an Economic Development Incentive Agreement by and between the Lancaster Economic Development Corporation and Wayfair, LLC.

Background:

Duke Realty, LP has purchased property in Lancaster, Texas with the intent of constructing an 800,000 square foot eCommerce fulfillment facility. Duke Realty, LP received a Letter of Intent from Wayfair, LLC. Sales tax values are currently unknown. 169 jobs are projected to be created with wages of around $35,000.

The Board of Directors of the Lancaster Economic Development Corporation convened on August 1, 2017, to consider a grant applied for by Wayfair, LLC in an amount equal to $470,000. The grant includes the following incentives:

1. $100,000 reimbursement grant for hiring Lancaster residents ($500 per job up to 200 jobs);
2. $50,000 grant to assist in job training at Cedar Valley College;
3. $320,000 grant if Wayfair, LLC has a sales volume of $64 million over the next five years that is subject to local 2% sales and use tax; payable annually if sales exceed $12.8 million.

The Board of Directors unanimously approved the grant and incentive agreement.

Operational Considerations:

Wayfair, LLC. will submit copies of the City issued Certificate of Occupancy, certified payrolls, training cost receipts and information, and sales tax information regarding the project in order to exercise the Grant. Within 60 days of verification of terms, the Lancaster Economic Development Corporation will remit payments.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The grant total not to exceed $470,000 is within the LEDC incentive fund. Within 60 days of verification of terms, the Economic Development Corporation will remit payments.

Options/Alternatives:

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

Recommendation:
Staff recommends approval of the resolution and agreement.

Attachments
Resolution
Agreement
LEDC Resolution 2017-04

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **10.**

Meeting Date: 03/27/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Financially Sound Government
Quality Development

Submitted by: Shane Shepard, Director of Economic Development

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Agenda Caption:

Discuss and consider a resolution Repealing and Replacing a Chapter 380 Economic Development Agreement by and between the City of Lancaster, Texas and Wayfair LLC.

Background:

Wayfair LLC is a Massachusetts-based business that leases and operates a warehouse/distribution facility containing eight hundred seventy-four thousand five hundred sixty-six (874,566) square feet at 2820 North I-35E. The company currently employs approximately four hundred (400) people at this location. Average compensation for the workers is $44,000 annually including wages and benefits.

The proposed agreement between the City of Lancaster and Wayfair LLC ("Wayfair") replaces the agreement authorized by the City of Lancaster with Wayfair on August 14, 2017.

The original incentive agreement offered a variety of financial incentives in exchange for Wayfair leasing and operating the property. The incentive package included:

- Sales Tax Reimbursement Incentive Payments (based on sales volume) on 1/2 of the City's 1% sales tax collections
- Sales Volume Incentive Payment based on City sales tax collections
- Business Personal Property Tax rebate - up to sixty-five percent (65%) of taxable value for seven years

Wayfair has received two years of Business Personal Property Tax rebates. No other incentives have been collected. The existing term of this agreement runs through fiscal year 2025-2026.

Wayfair expressed an interest in negotiating a new incentive agreement to include a rebate of a portion of City sales tax revenue collected. If this agreement is approved, Wayfair plans to expand its operations in Lancaster and source sales tax generated on consumer sales to Lancaster.

The new agreement is a business retention project designed to keep the company's investment and four hundred (400) jobs in town. The agreement replaces the original agreement and ties future Business Personal Property (BPP) tax rebates to future minimum sales tax collections sourced to Lancaster. The new agreement is for fifteen (15) years with minimum sales volume levels increasing every five (5) years. Protections are built into the language of the agreement, if the statutory rules or State Comptroller practices change how sales tax revenue accrues to cities. The BPP rebate will be sixty-five percent (65%) of total BPP taxes paid annually for a period of fifteen (15 years), subject to conforming with all other terms of the Agreement.

Since the state limits the amount of property taxes that cities can collect making increased sales tax

collections an important source of new revenues for cities. Sales tax revenue is riskier than property tax revenue because of the volatility of the marketplace. In order to receive the BPP payments, Wayfair will need to source a minimum of ten million dollars ($10,000,000) in sales to Lancaster ($200,000 in sales tax collections annually). Specifically, the incentive is shown below:

- The City shall reimburse the Developer fifty percent (50%) of the City 1% sales tax on consumer goods sold by the Developer sourced and paid to the City annually. In order to be eligible to receive this financial incentive, the Developer must meet the following minimum annual sales volumes
    - Years 1 through 5 Period Yearly Sales - $35,000,000 annual sales sourced to Lancaster;
    - Years 6 through 10 period Yearly Sales - $40,000,000 annual sales sourced to Lancaster; and
    - Years 11 through 15 - $45,000,000 annual sales sourced to Lancaster

All receipts and accounting reports must be received by the City within thirty (30) days of the completion of the Year. In the event the State Comptroller determines that the Developer erroneously sourced sales for sales tax purposes to the City during the term of the Agreement, Developer shall repay the City for any sales tax rebate received by the Developer pursuant to Subsection 5(a) above on such sales erroneously sourced to the City, provided that the City had provided the Developer with an opportunity to dispute any finding by the State Comptroller.

Estimated net revenue for the new sales tax collections will be a minimum of $350,000 annually for years one through five; $400,000 annually for years six through ten; and a minimum of $450,000 for years eleven through fifteen.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

This Agreement provides incentives to encourage a major employer to extend the term of its lease and source new sales tax collections to the City of Lancaster. The City will retain an employer with approximately 400 employees and significantly expand sales tax collections from the company.

Based on the thresholds to extend the agreement for five years after the first five-year period, the estimated additional sales tax collections over the fifteen-year period will be approximately six million dollars ($6,000,000) of which the estimated incentive will be approximately three million dollars ($3,000,000). The net revenue impact of the sales tax incentive over the term of the agreement is a minimum of three million dollars ($3,000,000).

The estimated additional Business Personal Property tax collections over the term of the Agreement is one million nine hundred fifty thousand nine hundred thirty eight dollars ($1,950,938), of which approximately one million two hundred sixth eight one hundred nine dollars ($1,268,109) will be paid as an incentive. The net revenue impact of the Business Personal Property tax rebate over the term of the agreement is six hundred eighty two thousand eight hundred twenty eight dollars ($682,828).

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the resolution as presented.

Attachments

Resolution
Exhibit A - Amended and Restated 380 Agreement
Original Agreement
Comparison of Minimum Revenue

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING AN AMENDED AND RESTATED CHAPTER 380 AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND WAYFAIR, LLC ("WAYFAIR") REPLACING THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE CITY OF LANCASTER AND WAYFAIR WITH THIS AGREEMENT WHICH MODIFIES THE TERMS RELATED TO SALES TAX REBATES ON CONSUMER GOODS AND EXTENDS THE TERM OF THE TAX REBATE ON BUSINESS PERSONAL PROPERTY; PROVIDING FOR A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lancaster ("City") recognizes the importance of business and community development to the vitality and growth of the City; and

WHEREAS, the City is authorized by Chapter 380 of the Texas Local Government Code to issue grants in order to promote local economic development by stimulating the local economy; and

WHEREAS, on August 14, 2017, the City Council ratified the terms of this 380 Agreement authorizing the City of Lancaster to enter into the 380 Agreement with Wayfair, LLC through Resolution No. 2017-08-53; and

WHEREAS, at the request of Wayfair, LLC, and after examining the request and benefits to the City of the proposed development, the City Council deems that this proposed Amended and Restated Economic Development Agreement with Wayfair, LLC furthers the interests of stimulating the local economy and finds that the amended and restated agreement should be entered into by the City.

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

SECTION 1. The City Council of the City of Lancaster, Texas approves the proposed Amended and Restated Chapter 380 Economic Development Incentive Agreement, attached hereto as "Exhibit A," entered into by and between the City of Lancaster and Wayfair, LLC.

SECTION 2. The City Council authorizes the City Manager to execute the Amended and Restated 380 Economic Development Incentive Agreement Amendment entered into by and between the City of Lancaster and Wayfair, LLC.

SECTION 3. All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portions of said resolutions shall remain in full force and effect.

SECTION 4. This Resolution shall take effect immediately from and after the date of passage and is provided by law.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of March, 2023.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A

CITY OF LANCASTER, TEXAS
AND
WAYFAIR LLC

CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT

This **AMENDED AND RESTATED CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between the **CITY OF LANCASTER, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"), and **WAYFAIR LLC,** a Delaware Limited Liability Company (hereinafter referred to as the "Developer"), for the purposes and considerations stated below:

WHEREAS, the Developer desires to replace the Economic Development Incentive Agreement between the City of Lancaster and Wayfair LLC and with this Amended and Restated Agreement pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code an incentive to Developer to develop the Property as defined below; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to expend public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Lancaster, Texas; and

WHEREAS, the City has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Lancaster, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, as defined herein, and shall continue thereafter until December 31, 2040, unless otherwise terminated pursuant to the terms of this Agreement.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Agreement.** The word "Agreement" means this Chapter 380 Economic Development Program and Agreement, authorized by Chapter 380 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(b) **Average Yearly Sales. The words "Average Yearly Sales"** shall have the meaning set forth in Subsection 4(d) below.

(c) **Certificate of Occupancy.** The words "Certificate of Occupancy" mean a certificate of occupancy (or its local equivalent) for the Facility.

(d) **City.** The word "City" means the City of Lancaster, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City's address is P.O. Box 940, Lancaster, Texas 75146.

(e) **Developer.** The word "Developer" means Wayfair LLC whose address for the purposes of this Agreement is 4 Copley Place, Boston, Massachusetts 02116.

(f) **Effective Date.** The words "Effective Date" mean January 1, 2023.

(g) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth in the section entitled "Events of Default" in this Agreement.

(h) **Facility.** The word "Facility" means Developer's leased facilities constructed on the Property. In order to qualify as the "Facility" under this Agreement, the facility must meet all of the following criteria: (1) be located within the City; and (2) maintain a Certificate of Occupancy throughout the Term of this Agreement, except in the event of Developer's making repairs or improvements to the Facility that require that the Facility not be

occupied, in which case a Certificate of Occupancy is obtained once the repairs or improvements are completed.

(i) **Program Payment.** The words "Program Payment" mean the economic development funds provided by the City to Developer in accordance with this Agreement. Program Payments will be made in the form of tax rebates as described in more detail in Section 5(a) of this Agreement.

(j) **Property.** The word "Property" means the tract of land located in the City of Lancaster, Dallas County, Texas, commonly known as 2820 North I-35E, and more particularly described and or depicted in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes. For purposes of this Agreement, the tract does not need to be owned by Developer but may instead be leased.

(k) **Term.** The word **"Term"** means the term of this Agreement as specified in Section 2 of this Agreement.

(l) **Year**. The word **"Year"** means a calendar year during the Term of this Agreement, starting on January 1, 2023.

(m) **Yearly Sales**. The words "**Yearly Sales**" mean the sales of Developer sourced for sales tax purposes to Lancaster during a Year during the Term of the Agreement

(n) **Years 1 through 5 Period**. The words "**Years 1 through 5 Period"** mean the period of January 1, 2023 through December 31, 2027.

(o) **Years 6 through 10 Period.** The words "**Years 6 through 10 Period"** mean the period of January 1, 2028 through December 31, 2032.

(p) **Years 11 through 15 Period. The words** "**Years 11 through 15 Period"** mean the period of January 1, 2033 through December 31, 2037.

SECTION 4. AFFIRMATIVE OBLIGATIONS OF DEVELOPER.

The Developer covenants and agrees with City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Occupation of Facility.** Developer covenants and agrees to continue to cause the Facility to be actively occupied during the Term of this Agreement.

(b) **Certificate of Occupancy.** Developer covenants and agrees to maintain a Certificate of Occupancy for the Facility located on the Property throughout the Term of this Agreement, except in the event of Developer's making repairs or improvements to the Facility that require that the Facility not be occupied, in which case a Certificate of Occupancy is obtained once the repairs or improvements are completed.

(c) **Place of Business for Tax Purposes.** Developer covenants and agrees that its Facility will be designated as a "place of business" so that sales tax on goods and/or services will be sourced to the City of Lancaster, Texas for the purposes of Texas sales tax law. If a legislative change to Texas law occurs after the commencement of the Term of this Agreement that renders this affirmative obligation commercially impracticable for Developer to meet, the Parties agree that Developer is not required to comply with this subsection for the duration of the legislatively-created conditions, but the Program Payment set forth in Section 5(a)(2) will not be available to Developer.

(d) **Sourced Sales Tax Threshold.** In order to renew the Agreement on December 31 of the last Year of each of the periods set forth below, Developer covenants and agrees to show evidence of sales tax payments sourced to the City based upon the average of Yearly Sales ("Average Yearly Sales") during the five-Year period below:

(1) Years 1 through 5 Period: Average Yearly Sales of $35,000,000;
(2) Years 6 through 10 Period: Average Yearly Sales of $40,000,000; and
(3) Years 11 through 15 Period: Average Yearly Sales of $45,000,000.

(e) **Minimum Yearly Sales Threshold.** Developer covenants and agrees to show evidence of a minimum Yearly Sales of $10,000,000 ("Minimum Yearly Sales Threshold") for each Year during the Term of this Agreement, and failure to do so in a Year prohibits payments set forth in Section 5(a)(1) for the Year.

(f) **Performance.** Developer covenants and agrees to perform and comply with all terms, conditions and provisions set forth in this Agreement and any other associated written agreements by and between the City and Developer.

(g) **Provision of Records**. Developer covenants and agrees to provide to City reasonable supporting documentation demonstrating the costs incurred and paid by Developer related to the investment in equipment, machinery and other Business Personal Property, verification of employment and salary, payment of taxes and valuation information related to this Agreement. Developer will provide all receipts and supporting documentation to City within thirty (30) days of payment of taxes, and within thirty (30) days of a written request by the City (made not more than once per Year) for information regarding valuation.

(h) **Site Visit.** Developer covenants and agrees to grant a tour of the Facility once every four years of the Term of the Agreement to a delegation from the City.

SECTION 5. AFFIRMATIVE OBLIGATIONS OF THE CITY.

City covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Program Payments.**

(1) **Business Personal Property Tax.** Provided that: (1) the Developer has maintained the Certificate of Occupancy for the Facility; (2) the Minimum Yearly Sales Threshold for the Year is met; and (3) all other Affirmative Obligations set out in Section 4 (other than Subsection 4(d)) have been satisfied, the City shall make Program Payments to Developer for a portion (as set forth below) of ad valorem taxes paid by the Developer to the City for Business Personal Property Taxes during each Year of the Term. Developer shall provide the City records of ad valorem taxes paid in a format reasonably approved by the City within ninety (90) days after the payment, and City shall provide the Program Payment within thirty (30) business days after receipt of the tax records.

The first year of eligibility for the Program Payment shall be January 1, 2023.

These Program Payments shall be based upon the following percentages of the Taxable BPP Valuation.

Tax Years 1-15	Percentage of City Business Personal Property Taxes Reimbursed
1st through 15th tax year	**65%**

(2) **Sales Tax on Consumer Goods Sold.** Within sixty (60) days after the end of a Year, the City shall reimburse the Developer fifty percent (50%) of the City's 1% sales tax on sales by the Developer sourced to the City during the Year, provided that: (1) the Developer has maintained a Certificate of Occupancy for the Facility; (2) the Affirmative Obligations set out in Section 4(c) have been satisfied; and (3) (i) with respect to a Year during the Years 1 through 5 Period Yearly Sales were $35,000,000 (except if Yearly Sales were $15,000,000 then the City shall reimburse the Developer twenty five percent (25%) of the City's 1% sales tax on sales by the Developer sourced to the City during the Year); (ii) with respect to a Year during the Years 6 through 10 period Yearly Sales were $40,000,000; and (iii) with respect to a Year after Year 10 during the remaining term of the Agreement Yearly Sales were $45,000,000. All receipts and accounting reports must be received by the City within thirty (30) days of the completion of the Year.

(3) In the event the State Comptroller determines that the Developer erroneously sourced sales for sales tax purposes to the City during the term of the Agreement, Developer shall repay the City for any sales tax rebate received by the Developer pursuant to

Subsection 5(a)(2) above on such sales erroneously sourced to the City, provided that the City had provided the Developer with an opportunity to dispute any finding by the State Comptroller.

(b) **Valuation of Real Property and Business Personal Property.** The Real Property valuations in this Section 5 are Dallas Central Appraisal District ("DCAD") taxable values, including the values assigned by constituent taxing authorities. For purposes of these Program Payments, payment to the City's authorized tax collection agent (currently the Dallas County Tax Assessor/Collector (the "Dallas County Tax Office") shall be considered ad valorem taxes "paid to the City."

SECTION 6. CESSATION OF ADVANCES.

If City has made any commitment to provide any Program Payment to Developer, whether under this Agreement or under any other agreement, the City shall have no obligation to advance or disburse future Program Payment after: (a) Developer's filing of a petition in bankruptcy or similar proceedings is filed by or against Developer and is not dismissed within ninety (90) days after such filing, or Developer is adjudged bankrupt; or (b) an Event of Default occurs and is not cured within the time period provided in Section 8.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

(a) **General Event of Default.** Failure of Developer or City to materially comply with or to perform any term, obligation, covenant or condition contained in this Agreement, or failure of Developer or City to materially comply with or to perform any term, obligation, covenant or condition contained in any other associated written agreement by and between Developer and City is an Event of Default. Sourced Sales Tax thresholds, if not met in a given Year, are not a condition for default, however, but only preclude the payment of the applicable incentive during the given Year.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of Developer under this Agreement that is false or misleading in any material respect, as of the time made or furnished is an Event of Default.

(c) **Insolvency.** Developer's appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer that is not dismissed within ninety (90) days is an Event of Default.

(d) **Ad Valorem Taxes**. Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from City and/or Dallas County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure a monetary default and ninety (90) days to cure a non-monetary default. Should said default remain uncured as of the last day of the applicable cure period, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default.

SECTION 9. INDEMNITY.

TO THE EXTENT ALLOWED BY TEXAS LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT. NOTHING HEREIN SHALL BE INTERPRETED AS A WAIVER OF CITY'S GOVERNMENTAL IMMUNITY FROM SUIT OR DAMAGES, EXCEPT FOR ITS LIABILITY FOR FAILURE TO MAKE THE PROGRAM PAYMENTS UNDER SECTION 5(a) OF THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Dallas County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed. Any restrictions herein on the transfer or assignment of Developer's interest in this Agreement

shall not apply to and shall not prevent the assignment of this Agreement to a subsidiary or affiliate of Developer, an acquirer of substantially all of Developer's assets, or any corporation or other entity with which Developer may merge or consolidate or that may succeed to a controlling interest in Developer or in which Developer owns more than a twenty percent (20%) equity interest.

(d) **Attorneys' Fees and Costs.** In the event of any action at law or in equity between the parties to enforce any of the provisions hereof, to the extent allowed by law any unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees (including costs and expenses incurred in connection with all appeals) incurred by the successful party, and these costs, expenses and attorneys' fees may be included in and as part of the judgment. A successful party shall be any party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.

(e) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(f) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(h) **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

(i) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, pandemic or wide-spread disease, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

(j) **No Interpretation Against Drafter.** Developer and City have participated in negotiating and drafting this Agreement and agree that the Agreement is to be construed as if drafted jointly. The parties agree that the Agreement will not be interpreted or construed against either party should a need for interpretation or resolution of any ambiguity arise.

(k) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "**Notice**") is effective when in writing and (i) personally delivered by nationally recognized next business day delivery service or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

If to the City: City of Lancaster, Texas
Attn: Opal Mauldin-Jones, City Manager
P.O. Box 940
Lancaster, Texas 75146
Telephone: (972) 218-1302

If to the Developer: Wayfair LLC
4 Copley Place
Boston, Massachusetts 02116
Attn: General Counsel

(l) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

(m) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(n) **Survival.** All warranties, representations, and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to City under this Agreement shall be considered to have been relied upon by the City and will survive the payment of any Program Payments under this Agreement regardless of any investigation made by the City or on City's behalf.

(o) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(p) **Undocumented Workers.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the City notifies Developer of the violation.

(q) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Developer verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(r) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S. B. 252, 85th Leg., R.S. (2017), the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

(s) **Estoppel Certificate.** Upon written request by Developer to City, City will provide Developer with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Developer is in breach of this Agreement, the nature of the breach, and (ii) a statement as to whether this Agreement has been amended and, if so, the identity and substance of each amendment.

[The Remainder of this Page Intentionally Left Blank]

THE INCENTIVES IN THIS AGREEMENT SHALL BE NULL AND VOID IF NOT SIGNED BY DEVELOPER AND RETURNED TO THE CITY BY MAY 15, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY:

CITY OF LANCASTER, TEXAS,
a Texas home-rule municipality

By: _____
Opal Mauldin-Jones, City Manager
Date: _____

ATTEST:

_____
Sorangel O. Arenas, City Secretary

APPROVED AS TO FORM:

_____
David T. Ritter, City Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2023 by Opal Mauldin-Jones, City Manager of the City of Lancaster, Texas, a Texas home-rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

DEVELOPER:

WAYFAIR LLC
a Delaware Limited Liability Company

Name: _____
Title: _____
Date Signed: _____

COMMONWEALTH OF MASSACHUSETTS §
§
COUNTY OF SUFFOLK §

This instrument was acknowledged before me on the ____ day of _____, 2023 by _____, _____ of Wayfair LLC, a Delaware limited liability company, on behalf of said company.

_____
Notary Public, County of Suffolk, Massachusetts

Exhibit A

Legal Description and/or Depiction
of the Property

DESCRIPTION, of a 47.152 acre tract of land situated in William Howerton Survey, Abstract No. 559, Dallas County, Texas; said tract being all of that certain tract of land described in a Special Warranty Deed to CS Lancaster LLC recorded in Instrument No. 20070238653 of the Official Public Records of Dallas County, Texas; said 47.152 acre tract being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with "Pacheco Koch" cap found for corner at the southwest end of a right-of-way corner clip at the intersection of the easterly right-of-way line of Interstate Highway 35E (a 280-foot wide right-of-way) and the south right-of-way line of West Drive (an 80-foot wide right-of-way) as described in a Special Warranty Deed to the City of Lancaster recorded in Volume 2003241, page 5937 of said Deed Records of Dallas County, Texas;

THENCE North 43 degrees, 42 minutes, 19 seconds East, along said corner clip, a distance of 50.64 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner; said point being the northeast end of said corner clip and in the said south line of West Drive;

THENCE departing said corner clip and along the said south line of West Drive, the following three (3) calls:

North 89 degrees 00 minutes 49 seconds East, a distance of 1,212.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found at the beginning of a tangent curve to the right;

In a southeasterly direction, along said curve to the right, having a central angle of 10 degrees, 54 minutes 09 seconds, a radius of 800.00 feet, a chord bearing and distance of South 85 degrees, 32 minutes, 07 seconds East, 152.00 feet, an arc distance of 152.23 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found at the end of said curve;

South 80 degrees, 05 minutes, 02 seconds East, a distance of 307.19 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner in the west line of a tract of land described in Warranty Deed to Dallas County Schools recorded in Volume 98090, Page 2691 of said Deed Records;

THENCE, South 01 degrees, 23 minutes, 40 seconds East, along the said west line of the Dallas County Schools tract, passing at a distance of 930.44 feet the northwest corner of a tract of land described in a General Warranty Deed to Blue Bell Operating, L.P. recorded in Volume 2001040, Page 530 of said Deed Records, and continuing for a total distance of 1140.02 feet to a 3/4-inch iron pipe found for corner in the west line of said Blue Bell tract; said point also being the northeast corner of Brownlee Park Addition No. 2, an addition to the City of Lancaster, Texas recorded in Volume 16, Page 357 of the Map Records of Dallas County, Texas;

THENCE, South 88 degrees, 38 minutes, 58 seconds West, along the north line of said Brownlee Park Addition No. 2, passing at a distance of 1695.63 feet the northwest corner of said Brownlee Park No. 2 Addition, and continuing for a total distance of 1696.10 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner in the said east line of Interstate Highway 35E;

THENCE, North 01 degrees, 35 minutes, 45 seconds West, along the said east line of Interstate Highway 35E, a distance of 1,187.39 feet to the POINT OF BEGINNING;

CONTAINING, 2,053,930 square feet or 47.152 acres of land, more or less.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

RESOLUTION NO. 2017-08-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, RATIFYING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION (LEDC) AND WAYFAIR, LLC., AND AUTHORIZING THE LEDC TO ENTER INTO A FORMAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Wayfair, LLC has submitted a Letter of Intent to Duke Realy, LP for the purpose of locating a state-of-the-art regional distribution, warehouse, fulfillment, and office center within the City of Lancaster, Texas, and

WHEREAS, pursuant to Lancaster Economic Development Corporation (hereinafter "LEDC") Resolution 2017-04 which was passed and approved on the 1st of August, 2017 by the Board of Directors of the Lancaster Economic Development Corporation (LEDC), offering an incentive grant to Wayfair, LLC, and

WHEREAS, the City of Lancaster and LEDC recognize the importance of their continued role in economic development in the community of Lancaster; and

WHEREAS, the City of Lancaster and LEDC are authorized by state law to issue grants in order to promote local economic development by stimulating the local economy, and

WHEREAS, an Economic Development Incentive Agreement containing the terms of the grant of incentives from the LEDC is appropriate.

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

SECTION 1. The City Council of the City of Lancaster, Texas ratifies the August 1, 2017 actions of the Boards of Directors of the LEDC approving an incentive grant to Wayfair, LLC.

SECTION 2. The City Council authorizes LEDC to enter into an incentive agreement with Wayfair, LLC, which is attached hereto.

SECTION 3. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 14th day of August, 2017.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

RESOLUTION NO. 2017-04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION OF LANCASTER, TEXAS IN SUPPORT OF A GRANT OF ECONOMIC DEVELOPMENT FUNDS TO WAYFAIR, LLC., A DELAWARE LIMITED LIABILITY COMPANY FOR THE PROMOTIONS AND DEVELOPMENT OF NEW AND EXPANDED BUSINESS ENTERPRISE AS AUTHORIZED BY STATE LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lancaster Economic Development Corporation, ("LEDC"), acting through its Board of Directors, desires to grant certain incentives to Wayfair, LLC., a Delaware limited liability company, for the purpose of locating a state-of-the-art regional distribution, warehouse, fulfillment, and office center within the City of Lancaster, Texas; and

WHEREAS, LEDC is authorized by state law to issue certain grants in order to promote local economic development by stimulating the local economy; and.

WHEREAS, LEDC is responsible for recommending Type A Incentive Grants to the Lancaster City Council for review and approval; and

WHEREAS, LEDC has determined that the award of grants to Wayfair, LLC is in the best interest of the City of Lancaster and;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION:

SECTION 1. The Board of Directors of the Lancaster Economic Development Corporation approves this resolution and desires to enter into an Economic Development Incentive Agreement with the City of Lancaster to provide economic development grants to Wayfair, LLC to provide the grants specifically attributed to LEDC therein, and authorizes the Board President or other authorized representative to execute the Agreement subject to ratification and approval by the City Council of the City of Lancaster.

SECTION 2. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED and approved by the Board of Directors of the Lancaster Economic Development Corporation on the 1st day of August, 2017.

APPROVED:

Sandi Collier

Sandi, Collier, Vice President

ATTEST:

Mayra Ortiz

Mayra A. Ortiz, Executive Secretary

APPROVED AS TO FORM:

David T. Ritter, City Attorney

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

Recipient: ***WAYFAIR LLC***
4 Copley Place, Floor 7
Boston, MA 02116

Grantors: ***LANCASTER ECONOMIC DEVELOPMENT CORPORATION***
P.O. Box 940
Lancaster, TX 75146

CITY OF LANCASTER, TEXAS
211 N. Henry Street
Lancaster, TX 75146

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT ("Agreement") between ***WAYFAIR LLC***, a Delaware limited liability company ("Recipient"); the ***LANCASTER ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation; and CITY OF LANCASTER, TEXAS, a Texas municipal corporation (individually "City" and "LEDC", and each referred to as "Grantor" for purposes of their respective Incentive Payments) is made and executed on the following recitals, terms and conditions.

WHEREAS, Recipient is a leading, NYSE-listed e-commerce company in the home furnishings and décor sector; and

WHEREAS, Recipient has applied to Grantor for financial accommodations to enable it to locate a major distribution, warehouse, fulfillment, and office center in the City of Lancaster, Texas, including those incentives which are described in this Agreement and those which may be described on any exhibit or schedule attached to this Agreement; and

WHEREAS, LEDC approved certain financial incentives to Recipient at its August 1, 2017 Board meeting, and City approved certain financial incentives to Recipient at its August 14, 2017 City Council meeting which would allow Recipient to locate its regional e-commerce, distribution, warehouse, fulfillment, and office center in the City of Lancaster, Texas and to expand operations accordingly; and

WHEREAS, Recipient understands and agrees that: (a) in granting, renewing, or extending any financial incentives, Grantor is relying upon Recipient's representations, warranties, and agreements, as set forth and provided for in this Agreement; (b) the granting, renewing, or extending of any incentive by Grantor at all times shall be subject to Grantor's sole judgment and discretion; and (c) all such incentives shall be and shall remain subject to the terms and conditions as set forth in this Agreement.

SECTION 1. TERM.

This Economic Development Incentive Agreement shall be effective as of August 14, 2017 (the "Effective Date") and shall continue thereafter until all obligations of Recipient to Grantor have been performed in full and the parties terminate this Agreement in writing, or on the sooner of the termination of the Lease or August 14, 2029, unless terminated sooner under the provisions hereof. This Agreement will terminate if not executed by all parties within fourteen (14) days of the approval of the Agreement by the later of the City Council and the EDC Board.

SECTION 2. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Texas Uniform Commercial Code.

a. **Agreement.** The word "Agreement" means this Economic Development Incentive Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

b. **Business Personal Property.** The words "Business Personal Property" means property as defined under Texas Tax Code Section 1.04(5) and which is taxable within the City of Lancaster, Texas, and for which business personal property taxes are paid by Recipient.

c. **City.** The word "City" means the City of Lancaster, Dallas County, Texas.

d. **Confirmed Annual Sales Volume.** The words "Confirmed Annual Sales Volume" mean the volume of sales certified by Recipient to have been subject to Sales Tax on an annual basis and for which Sales Tax was collected.

e. **Effective Date.** The words "Effective Date" mean August 14, 2017.

f. **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

g. **Facility.** The word "Facility" means Recipient's new regional distribution facility, owned by Duke Realty Limited Partnership, an Indiana limited partnership, and leased to Recipient, to be constructed at the Interchange 35 property located at 2820 N. I-35 E Interchange, Lancaster, TX 75134. The Facility shall be a build-to-suit distribution facility of ± 874,566 square feet located on ± 47.15 acres of land, and shall be constructed to specifications consistent with the July 19, 2017 Final LOI Terms between

Duke Realty Limited Partnership and Recipient. In order to qualify as the "Facility" under this Agreement, the facility must meet all of the following criteria: (1) when completed and fully valued and assessed, have an ad valorem real property value of not less than $20,000,000 on the Dallas Central Appraisal District tax rolls; (2) be the site of equipment with an appraisal business personal property value of not less than $6,000,000; (3) be the warehouse/fulfillment site of Recipient's inventory with a retail value of not less than $1,500,000; and (4) construction on facility must commence no later than nine (9) months from the Effective Date of this Agreement.

h. **Incentive Payment.** The words "Incentive Payment" mean any financial payment, benefit, reimbursement, or refund made by City or LEDC to Recipient under this Agreement.

i. **Incentivized Jobs.** The words "Incentivized Jobs" mean up to two hundred (200) newly-created jobs for New Employees situated at the Facility and who are residents of the City, which New Employees have been hired from the Effective Date until the 2nd anniversary of the Effective Date and which New Employees, in the aggregate, have an average Salary of not less than $35,942 per New Employee.

j. **Grantor.** The word "Grantor" means the ***LANCASTER ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation, or **CITY OF LANCASTER, TEXAS**, a Texas municipal corporation, for purposes of their respective Incentive Payments made under this Agreement.

k. **LEDC.** The word "LEDC" means Lancaster Economic Development corporation, a non-profit corporation formed for the purpose of advancing economic development in the City of Lancaster, Texas.

l. **New Employee.** The words "New Employee" means a full-time, direct employee of Recipient, working a minimum of thirty-two (32) hours per week, who shall be employed in a position physically based at the Facility. New Employee shall <u>not</u> include employees of Recipient's subcontractors or vendors, whether working at the Facility or otherwise.

m. **Recipient.** The word "Recipient" means ***WAYFAIR LLC.***, a Delaware limited liability company, or a wholly-owned affiliate of Recipient approved by Grantor.

n. **Sales Tax.** The words "Sales Tax" means the City's 1% sales taxes collected by Recipient pursuant to the Texas Tax Code for: (1) orders received at the Facility and fulfilled at the Facility; and (2) orders received

at a location other than a Texas place of business and fulfilled at the Facility.

o. **Salary.** The word "Salary" shall mean the annual, W-2 wages of any New Employee, exclusive of benefits, employer-paid taxes, health insurance, bonus, car allowance and related employee perquisites.

SECTION 3. INCENTIVE PAYMENTS.

The following Incentive Payments shall be available to Recipient under the following conditions and the Recipient Obligations set forth below:

a. **Incentivized Job Incentive Payments.** On or before the second anniversary of the Effective Date, Recipient may create up to two hundred (200) Incentivized Jobs which are eligible for Incentive Payments, and each Incentivized Job shall be maintained at the Facility for not less than five (5) years from the date of any Incentive Payment disbursed for New Employees. The Incentivized Job payment shall be made in one (1) installment, within (30) days of the second anniversary of the Effective Date and receipt of Recipient's certification of the Incentivized Jobs at the Facility as of the second anniversary date of the Effective Date. Upon verification of the data in the certification, LEDC will make an Incentive Payment to Recipient equal to five hundred and no/100 dollars ($500.00) for each net New Employee hired; up to a maximum aggregate amount of one hundred thousand and no/100 DOLLARS. ($100,000.00). It is expressly agreed that LEDC will make payment for each incremental, or net, New Employee only once. Any reduction in New Employees (by layoff, termination or otherwise) which have previously received an incentive payment shall be disclosed to Grantor and adjusted for, including repayment for any overpayments.

(1) If on each of the first five anniversary dates of the Effective Date after the New Employee Incentive Payment has been made, Recipient has received Incentive Payments in excess of the net New Employees then located at the Facility, Recipient shall immediately refund that amount representing unearned Incentivized Jobs. For example, if Recipient created one hundred (100) New Employees in the first two (2) years following the Effective Date (in the aggregate) and received $50,000 in Loan Advances; and thereafter, at the end of the third year following the Effective Date, Recipient had only eighty (80) New Employees located at the Facility, Recipient would be immediately obligated to pay LEDC $10,000 (representing twenty (20) unearned Incentivized Jobs x $500/New Employee).

(2) For each year from the first anniversary to the seventh anniversary

of the Effective Date, Recipient shall provide Grantor with a detailed report of the status of New Employees and Incentivized Jobs.

b. **Job Training Assistance Incentive Payment.** LEDC shall make available to Recipient an Incentive Payment in the amount of up to fifty-thousand and no/100 dollars ($50,000.00), payable in two (2) equal annual installments for the purpose of job training education for Recipient's employees located at the Facility. Such funds shall be used to reimburse Recipient for job training at Cedar Valley College for Recipient's Facility employees and all courses and training must be completed on or before the second anniversary of the Effective Date. Recipient shall provide LEDC with a report of costs incurred, courses taken, employee name and dates of attendance, course grades, and any certificate or degree obtained on the first and second anniversary of the Effective Date. LEDC will issue payment within thirty (30) days of receipt of each annual report.

c. **Sales Tax Reimbursement Incentive Payment.** The City shall make an Incentive Payment to reimburse Recipient for Sales Tax collected and paid for Recipient's operations made at, and attributable to, the Facility for up to ten (10) years. The first payment shall be made after the calculation, submission and confirmation of the sales volumes and taxes paid for the first full calendar year after Recipient begins business operations, including sales, at the Facility. The Incentive Payments shall be based the following criteria:

Confirmed Annual Sales Volume	Years of Eligibility	Percentage of Sales Taxes Reimbursed
$300 million +	10	50%
$200 million+ to $300 million	10	45%
$100 million + to $200 million	10	40%
$50 million+ to $100 million	10	35%
$25 million + to $50 million	10	30%
$10 million+ to $25 million	10	25%
Less than $10 million	10	20%

It is understood that the amount of the Incentive Payment may vary from year to year based on the amount of the Confirmed Annual Sales Volume and net sales tax receipts collected and paid at the Facility. Sales Tax Reimbursement Incentive Payments shall be available only for up to the first ten (10) years following the first full calendar year after Recipient begins business operations at the Facility.

d. **Sales Volume Incentive Payment.** LEDC shall pay the sum of up to three hundred twenty thousand and no/100 dollars ($320,000.00), based on the achievement of Confirmed Annual Sales Volume as follows:

(1) for each calendar year in the first five (5) full calendar years after Recipient begins business operations at the Facility in which Recipient's Confirmed Annual Sales Volume exceeds $12.8 million, and for which the Recipient has collected and remitted the 2% local sales tax on the Confirmed Annual Sales Volume, Recipient or a party designated in writing by Recipient shall be entitled to a Sales Volume Incentive Payment payable by LEDC in the amount of sixty-four thousand and no/100 dollars. ($64,000.00);

(2) if Recipient's aggregate Confirmed Annual Sales Volume reaches a cumulative total of sixty-four million dollars ($64,000,000.00) at any time during the first five (5) full calendar years after the commencement of business operations at the Facility, and if Recipient has collected and remitted the 2% local sales tax on the cumulative Confirmed Annual Sales Volume Recipient shall be entitled to the balance of the unpaid Sales Volume Incentive Payment, up to a maximum amount not to exceed the amount in Section 3.(d), *supra*.

Payment of this Incentive Payment is expressly conditioned on verification that the 2% local sales tax has been collected and remitted to the City by Recipient.

e. **Business Personal Property Tax Refunds.** The City shall make an Incentive Payment to Recipient to reimburse a portion of the Business Personal Property taxes paid by the Recipient to the City for up to seven (7) years. The first payment shall be made after Recipient pays taxes for the first tax year that begins after the City issues a Certificate of Occupancy for Recipient's occupancy of the Facility and for which the Business Personal Property is fully assessed by the taxing authorities. The Incentive Payments shall be based upon the following percentages, which shall apply to each year as follows:

Tax Years	Percentage of City BPP Taxes Reimbursed
1st through 7th tax year after issuance of Certificate of Occupancy	60% (up to $20 million in taxable value) 65% (if taxable value exceeds $20 million)

Notwithstanding the foregoing, the City shall have no obligation to pay Recipient any Incentive Payment until receipt of the BPP Tax Report described in Section 4.(b)(3)(iii) of this Agreement. The City agrees to provide the Incentive Payment to Recipient within thirty (30) days following receipt and acceptance of the BPP Tax Report.

SECTION 4. RECIPIENT OBLIGATIONS

a. Recipient shall comply with the following terms and satisfy the following obligations to be eligible for the Incentive Payments above:

(1) **Lease.** Recipient shall lease the Facility from Duke Realty Limited Partnership for a term of at least eighty-seven (87) months and which shall commence on September 1, 2018 or upon substantial completion of the Facility, whichever is later, and shall provide Grantor with a fully executed copy of the Lease within fourteen (14) days of the approval of this Agreement by the City Council

(2) **Certificate of Occupancy.** Recipient shall obtain a Certificate of Occupancy for the Facility on or before December 1, 2018.

(3) **Incentivized Jobs.** The Incentivized Jobs for which Incentive Payments are provided pursuant to Section 3.(a), *supra* shall be maintained for a period of not less than five (5) years from the date the Incentive Payment is made.

b. **Compliance Certificates and Reports.** Recipient shall provide Grantor with compliance certificates when requested or required hereunder, such certificates or reports specifying or reflecting:

(1) an existing and valid Certificate of Occupancy for the Facility (subject to the provisions of Section 4.(a)(2)), *supra*;

(2) an annual, detailed verification of the Incentivized Jobs, including the baseline number of employees as of the Effective Date, indicating the position created, the classification of the job, the W-2 wages/salary, the date the job is filled, and the benefits/perquisites of the job.

(3) an annual, detailed verification of (i) Job Training Assistance Incentive report including the information set forth in Section 3.(b), *supra*; (ii) Confirmed Annual Sales Volume report including certification by Recipient of sales volume and sales tax collected and paid to each taxing entity; and (iii) Business Personal Property (BPP) Tax report including certification by Recipient of Business Personal Property located at the Facility and paid to each taxing entity.

c. **Performance.** Recipient agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement.

SECTION 5. CESSATION OF INCENTIVE PAYMENTS.

If Grantor has made any commitment to make any Incentive Payment to Recipient, whether under this Agreement or under any other agreement, Grantor shall have no obligation to advance or disburse Incentive Payment funds if:

a. Recipient becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or

b. during the pendency of an Event of Default.

SECTION 6. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement.

a. **Certificate of Occupancy.** Failure of Recipient to complete any of the following: (1) execution and delivery of the Lease described in Section 4.(a)(1), *supra*; (2) failure of Duke Realty Limited Partnership to construct the Facility in accordance with the specifications set forth in Section 2.(g), *supra*, or (3) failure to obtain a Certificate of Occupancy in accordance with Section 4.(a)(2), *supra*.

b. **False Statements.** Any warranty, representation or statement made or furnished to Grantor by or on behalf of Recipient under this Agreement or any related document (including but not limit to any applications for economic development funds) that is false or misleading in any material respect, either now or at the time made or furnished.

c. **Insolvency.** Recipient's insolvency, appointment of receiver for any part of Recipient's property, any assignment for the benefit of creditors of Recipient, any type of creditor workout for Recipient, or the commencement of any proceeding under any bankruptcy or insolvency laws by Recipient or against Recipient and not dismissed within sixty (60) days of filing thereof.

d. **Ad Valorem Taxes.** Failure of Recipient to pay, prior to delinquency, all taxes and assessments levied or assessed upon Recipient's real property improvements or business personal property.

e. **Undocumented workers.** Recipient certifies that Recipient does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Recipient is convicted of a violation under 8 U.S.C. § 1324a(f), Recipient shall be in default hereunder.

f. **Other Defaults.** Failure of Recipient after written notice and thirty (30) days opportunity to cure, to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of related document, or failure of Recipient to comply with or to perform any other term, obligation, covenant or condition contained in any other obligation, covenant or condition contained in this Agreement or in any of related document, or failure of Recipient to comply with or to perform any

other term, obligation, covenant or condition contained in any other written agreement between Grantor and Recipient, and specifically, should Recipient sublet or assign any of its interest in any portion of the Facility to any unrelated or unaffiliated entity without Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 7. EFFECT OF AN EVENT OF DEFAULT.

If any Event of Default shall occur and upon thirty (30) days written notice and opportunity to cure Recipient has not cured such Event of Default within 30 days of written notice, then all commitments of Grantor under this Agreement immediately shall terminate (including any obligation to make Loan advances), and all amounts previously advanced under the Loan, not otherwise forgiven by action of the LEDC Board or City Council, as applicable, will become immediately due and payable, all without notice of any kind to Recipient, at the option of Grantor, except for an Event of Default described in the "Insolvency" subsection above, in which case such acceleration shall be automatic and not optional. Any Default which may be cured by the payment of money shall not extend beyond the 30-day period referenced herein. Any amounts due and payable shall not accrue interest until they are deemed to be past due as provided in the Note.

SECTION 8. INDEMNIFICATION.

RECIPIENT SHALL INDEMNIFY, SAVE, AND HOLD HARMLESS GRANTOR, ITS DIRECTORS, OFFICERS, AGENTS, ATTORNEYS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST:

A. ANY AND ALL CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION THAT ARE ASSERTED AGAINST ANY INDEMNITEE IF THE CLAIM, DEMAND, ACTION OR CAUSE OF ACTION RELATES TO TORTIOUS INTERFERENCE WITH CONTRACT OR BUSINESS INTERFERENCE, OR WRONGFUL OR NEGLIGENT USE OF GRANTOR'S INCENTIVE PAYMENTS BY RECIPIENT OR ITS AGENTS AND EMPLOYEES;

B. ANY ADMINISTRATIVE OR INVESTIGATIVE PROCEEDING BY ANY GOVERNMENTAL AUTHORITY RELATED TO A CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IN WHICH GRANTOR IS A DISINTERESTED PARTY;

C. ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WHICH CONTESTS OR CHALLENGES THE LEGAL AUTHORITY OF GRANTOR OR RECIPIENT TO ENTER INTO THIS AGREEMENT; AND

D. ANY AND ALL LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND

DISBURSEMENTS) THAT ANY INDEMNITEE SUFFERS OR INCURS AS A RESULT OF ANY OF THE FOREGOING; PROVIDED, HOWEVER, THAT RECIPIENT SHALL HAVE NO OBLIGATION UNDER THIS SECTION TO GRANTOR WITH RESPECT TO ANY OF THE FOREGOING TO THE EXTENT THAT SUCH CLAIMS OR LIABILITIES ARISE OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR OR THE BREACH BY GRANTOR OF THIS AGREEMENT.

IF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IS ASSERTED AGAINST ANY INDEMNITEE, SUCH INDEMNITEE SHALL PROMPTLY NOTIFY RECIPIENT, BUT THE FAILURE TO SO PROMPTLY NOTIFY RECIPIENT SHALL NOT AFFECT RECIPIENT'S OBLIGATIONS UNDER THIS SECTION UNLESS SUCH FAILURE MATERIALLY PREJUDICES RECIPIENT'S RIGHT TO PARTICIPATE IN THE CONTEST OF SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION, AS HEREINAFTER PROVIDED. IF REQUESTED BY RECIPIENT IN WRITING, AS SO LONG AS NO DEFAULT OR EVENT OF DEFAULT SHALL HAVE OCCURRED AND BE CONTINUING, SUCH INDEMNITEE SHALL IN GOOD FAITH CONTEST THE VALIDITY, APPLICABILITY AND AMOUNT OF SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION AND SHALL PERMIT RECIPIENT TO PARTICIPATE IN SUCH CONTEST. ANY INDEMNITEE THAT PROPOSES TO SETTLE OR COMPROMISE ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION OR PROCEEDING FOR WHICH RECIPIENT MAY BE LIABLE FOR PAYMENT OF INDEMNITY HEREUNDER SHALL GIVE RECIPIENT WRITTEN NOTICE OF THE TERMS OF SUCH PROPOSED SETTLEMENT OR COMPROMISE REASONABLY IN ADVANCE OF SETTLING OR COMPROMISING SUCH CLAIM OR PROCEEDING AND SHALL OBTAIN RECIPIENT'S CONCURRENCE THERETO.

SECTION 9. RECIPIENT'S REPRESENTATIONS.

By execution hereof, the signatories warrant and represent that they have the requisite authority to execute this Agreement and any related documents and that the representations made herein, and in the related documents, are true and accurate in all respects.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

a. **Amendments.** This Agreement, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

b. **Applicable Law and Venue.** This Agreement has been delivered to Grantor and accepted by Grantor in the State of Texas. Recipient agrees to submit to the jurisdiction of the courts of Dallas County, State of Texas, and that venue is proper in said County. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and applicable federal laws.

c. **Employee Hiring, Materials and Supplies Purchase.** Although not an Event of Default or a condition to any disbursement or advance of the Loan or any portion thereof, Grantor requests that Recipient use good faith efforts to satisfy its need for all additional employees from City residents and purchase all materials, supplies and services necessary to affect the construction and subsequent occupancy of the Property from City merchants and businesses.

d. **Community Involvement.** Although not an Event of Default or a condition to any disbursement or advance of the Loan or any portion thereof, Recipient agrees to use good faith efforts to actively participate in community and charitable organizations and/or activities, the purpose of which are to improve the quality of life in City, and to actively encourage its employees to be involved in such organizations and/or activities.

e. **Recipient Audit.** Recipient agrees to allow Grantor, at a time mutually acceptable to Grantor and Recipient, to audit at Grantor's expense all of Recipient's records, documents, agreements and other instruments in furtherance of the following purposes: (i) to ensure Recipient's compliance with the affirmative covenants and duties set forth in Sections 3 and 4 herein; (ii) to determine the existence of an Event of Default set forth in Section 6 herein; and (iii) to ensure compliance with any other term or condition of this Agreement or any related document.

f. **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

g. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Recipient agrees to keep Grantor informed at all times of Recipient's current address.

h. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or

circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

i. **Survival.** All warranties, representations, and covenants made by Recipient in this Agreement or in any certificate or other instrument delivered by Recipient to Grantor under this Agreement shall be considered to have been relied upon by Grantor and will survive the payment of any Incentive Payments under this Agreement regardless of any investigation made by Grantor or on Grantor's behalf.

j. **Attorneys' Fees and Costs.** In the event of any action at law or in equity between the parties to enforce any of the provisions hereof, to the extent allowed by law any unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees (including costs and expenses incurred in connection with all appeals) incurred by the successful party, and these costs, expenses and attorneys' fees may be included in and as part of the judgment. A successful party shall be any party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.

k. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

l. **Counterparts.** This Agreement may be executed in counterparts, and such counterparts together shall constitute but one original of the Agreement. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it.

m. **Waiver.** No failure or delay by a party to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power or remedy hereunder shall constitute a waiver of the same or any other term of this Agreement or preclude such party from enforcing or exercising the same or any such other term, conditions, covenant, right, power or remedy at any later time.

n. **No Interpretation Against Drafter.** Recipient and Grantor have participated in negotiating and drafting this Agreement, and agree that the Agreement is to be construed as if drafted jointly. The parties agree that the Agreement will not be interpreted or construed against either party should a need for interpretation or resolution of any ambiguity arise.

RECIPIENT ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS

LOAN AGREEMENT, AND RECIPIENT AGREES TO ITS TERMS.

THIS AGREEMENT SHALL BE EFFECTIVE AS OF AUGUST 14, 2017.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

GRANTOR:

LANCASTER ECONOMIC DEVELOPMENT CORPORATION,
a Texas Non-Profit Corporation

By: _____
SHANE SHEPARD
Director of Economic Development

Date Signed: 8-1-17

By: Sandi Collier
Sandi Collier
Vice President

Date Signed: 8-1-17

See Council Resolution 2017-08-50

LANCASTER CITY COUNCIL

City Council Regular Meeting **Item 20.**

Meeting Date: 08/14/2017

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

Goal(s): Quality Development

Submitted by: Shane Shepard, Director of Economic Development

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Agenda Caption:
Discuss and consider a resolution ratifying the terms and conditions of an Economic Development Incentive Agreement by and between the Lancaster Economic Development Corporation and Wayfair, LLC.

Background:

Duke Realty, LP has purchased property in Lancaster, Texas with the intent of constructing an 800,000 square foot eCommerce fulfillment facility. Duke Realty, LP received a Letter of Intent from Wayfair, LLC. Sales tax values are currently unknown. 169 jobs are projected to be created with wages of around $35,000.

The Board of Directors of the Lancaster Economic Development Corporation convened on August 1, 2017, to consider a grant applied for by Wayfair, LLC in an amount equal to $470,000. The grant includes the following incentives:

1. $100,000 reimbursement grant for hiring Lancaster residents ($500 per job up to 200 jobs);
2. $50,000 grant to assist in job training at Cedar Valley College;
3. $320,000 grant if Wayfair, LLC has a sales volume of $64 million over the next five years that is subject to local 2% sales and use tax; payable annually if sales exceed $12.8 million.

The Board of Directors unanimously approved the grant and incentive agreement.

Operational Considerations:

Wayfair, LLC. will submit copies of the City issued Certificate of Occupancy, certified payrolls, training cost receipts and information, and sales tax information regarding the project in order to exercise the Grant. Within 60 days of verification of terms, the Lancaster Economic Development Corporation will remit payments.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The grant total not to exceed $470,000 is within the LEDC incentive fund. Within 60 days of verification of terms, the Economic Development Corporation will remit payments.

Options/Alternatives:

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

Recommendation:
Staff recommends approval of the resolution and agreement.

Attachments
Resolution
Agreement
LEDC Resolution 2017-04

Wayfair BPP Valuation 201-2022 Average	$18,800,000
Tax Rate	0.00691822
Current - Rebate Amount	65%
Expiration	FY 2026
Gross Tax Paid	$130,062.54
Net Tax Paid (After Rebate)	$45,521.89

Current Agreement Terms		**New Agreement Terms - Scenerio 1**	**New Agreement Terms - Scenerio 2 (Worst Case)**
Minimum City Revenue w/out new agreement - 15 years		*Minimum w/ new agreement meeting sales tax threshold*	*Minimum w/ new agreement*
Based on most recent taxes	**BPP Revenue**	**BPP Revenue**	**BPP Revenue**
2024	$45,521.89	$45,521.89	
2025	$45,521.89	$45,521.89	
2026	$130,062.54	$45,521.89	
2027	$130,062.54	$45,521.89	
2028	$130,062.54	$45,521.89	
2029	$130,062.54	$45,521.89	
2030	$130,062.54	$45,521.89	
2031	$130,062.54	$45,521.89	
2032	$130,062.54	$45,521.89	
2033	$130,062.54	$45,521.89	
2034	$130,062.54	$45,521.89	
2035	$130,062.54	$45,521.89	
2036	$130,062.54	$45,521.89	
2037	$130,062.54	$45,521.89	
2038	$130,062.54	$45,521.89	
BPP TOTAL	$1,781,856.80	$682,828.35	$682,828.35
	Sales Tax Revenue	**Sales Tax Revenue**	**Sales Tax Revenue**
		Minimum to trigger sales tax rebate is $15m	**If $10m in sales, BPP rebate is triggered, but no sales tax rebate**
Sales Tax Revenue (Annual Estimate)	$20,000.00	$15m x 2% = $200,000	
15 year sales tax Estimate	$300,000.00	$4,500,000.00	$2,437,500.00
Minus sales tax rebate		$843,750.00	$0.00
Net Sales Tax	$300,000.00	$3,656,250.00	$2,437,500.00
GRAND TOTAL (BPP Total + Net Sales Tax) for 15 yea	**$2,081,856.80**	**$4,339,078.35**	**$3,120,328.35**

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **11.**

Meeting Date: 03/27/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Financially Sound Government
Quality Development

Submitted by: Shane Shepard, Director of Economic Development

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Agenda Caption:

Discuss and consider a resolution ratifying the terms and conditions of an economic development performance agreement by and between the Lancaster Economic Development Corporation (LEDC) and FreshRealm, LLC, in an amount not to exceed seven hundred eight thousand one hundred fifty dollars ($708,150) from funds collected from the one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.

Background:

FreshRealm is a leading supplier of fresh meals for retailers. The company is looking to expand to the area and through a competitive process looked at several locations for their Texas expansion. Subject to approval of the incentive package, the company plans to locate in an existing building located at 3301 North Dallas Avenue.

FreshRealm plans to occupy approximately one hundred fifty thousand (150,000) square feet of a new facility located at 3301 North Dallas Avenue. Finish out work on the facility is expected to begin in the third quarter of 2023, with an anticipated completion date of July 31, 2025. The company plans to invest a minimum phased investment of five million dollars ($5,000,000) in Business Personal Property (BPP) for the manufacturing processes at the facility.

The FreshRealm facility will result in the addition of a minimum of one hundred (100) new jobs within three (3) years after completion. Median annual wages will be a minimum of $46,352 and average annual wages for the work force are estimated to be $65,248.

The maximum grant amount for the project is seven hundred eight thousand one hundred fifty dollars ($708,150) and is allocated as described below:

- **Wellness Grant.** The agreement will allow the developer to qualify for a grant of up to an aggregate total of no more than twelve thousand one hundred fifty dollars ($12,150). The funds may be used to reimburse Developer for fifty percent (50%) of actual expenses incurred and paid for a two-year corporate membership at the Lancaster Recreation Center.
- **Inland Port Transportation Management Association Grant.** The grant provides funds to offset costs related to company participation in the Inland Port Transportation Management Association, in an amount not to exceed one thousand dollars ($1,000). The total grant amount will allow the company to be reimbursed fifty percent (50%) of the cost to be a member of the Inland Port Transportation Management Association for two years.
- **Work Force Development Grant.** This grant rewards the company for training employees. A total of up to fifty thousand dollars ($50,000) is available to reimburse direct educational and training expenditures. In order to qualify, the Company must show that the training is directly related to the

up-skilling of its existing employees earning a minimum of forty-six thousand three hundred fifty-two dollars ($46,352) annually after completion of their training/up-skilling and the Developer will make the best effort to prioritize Lancaster resident employees to receive training under this grant. In order to collect, the company is required to share curriculum syllabus, provide an affidavit detailing the number of employees trained and providing salary information, and be open to an audit if called upon. Payout will be made within sixty (60) days after documentation is provided, or audit completed, as applicable. This grant money can be combined with funds received from the State of Texas for each eligible employee under the Skills Development Fund (SDF) and other programs offered at the state level.

- **Job Fair Assistance Grant.** This grant rewards the company for holding a Job Fair. A total of up to an aggregate total of up to twenty thousand dollars ($20,000) can be used to reimburse the company for Job Fair related expenses. Specifically, a reimbursement of no more than five thousand dollars ($5,000) is available for a Job Fair for the Company. If the Job Fair is inclusive of five or more Lancaster companies co-presenting as potential employers, the eligible reimbursement amount increases to no more the twenty thousand dollars ($20,000). This reimbursement is available for eligible expenditures made within two years of the Effective Date of this Agreement. The Developer is allowed to choose himself the four additional participating local employers. To be eligible for this grant, the Job Fair must be held within the corporate limits of Lancaster.
- **Development Cost Grant.** The grant offsets a portion of development costs related to the company occupying the facility. A total of up to one hundred thousand dollars ($100,000) is intended to be used to reimburse a portion of development costs for the project including permitting fees, other city fees and direct costs of construction. The grant is intended to offset a portion of the company's development costs.
- **Job Creation Grant.** This incentive will provide up to five hundred twenty-five thousand dollars ($525,000) for incentives for up to three hundred (300) new Full-Time Equivalent Employment Position created. Wage tiers are agreed upon according to the requirements below:
    - Incentive of up to $4,000 per job that pays a minimum of $70,000 annually
        - $1,500 per job created and maintained at the Facility during the period of January 1st through December 31st of the applicable one-year reporting period and earns a base salary of at least $70,000 for up to 50 positions. For each position filled by a Lancaster resident the incentive will increase by $500. In order to further encourage local hiring and retain talent in Lancaster, the LEDC covenants and agrees to pay an additional $2,000 for each position filled by a Lancaster resident and retained at the facility for at least one year. These additional funds ($2,000) will be paid out to the Developer after the first year of the Lancaster resident holding the position and shall be used by the Developer in equal parts for an anniversary bonus directly paid to said employed resident ($1,000) and either for health and wellness support, career coaching, continuing education initiatives, childcare, or similar services that have a direct benefit to said employed resident ($1,000).
    - Up to $2,500 per employee that earns a minimum of $48,205 annually
        - This further creates mutual benefit between Lancaster employers and residents and supports LEDC's strategy and vision of 'live- work-play' within the community. $850 per job created and maintained at the Facility during the period of January 1st through December 31st of the applicable one-year reporting period and earns a base salary of at least $48,250 (living wage for family with two children in the Dallas MSA) for up to 100 employees. For each position filled by a Lancaster resident the incentive will increase by $400. In order to further encourage local hiring and retain talent in Lancaster, the LEDC covenants and agrees to pay an additional $1,250 for each position filled by a Lancaster resident and retained at the facility for at least one year. These additional funds ($1,250) will be paid out to the Developer after the first year of the Lancaster resident holding the position and shall be used by the Developer in equal parts for an anniversary bonus directly paid to said employed resident ($625) and either for health and wellness support, career coaching, continuing education initiatives, childcare, or similar services that have a direct benefit to said employed resident ($625). This further creates mutual benefit between Lancaster employers and residents and supports LEDC's strategy and vision of

'live- work-play' within the community.

- Up to $500 per employee that earns a minimum of $42,000 annually
    - $333 per job created and maintained at the Facility during the period of January 1st through December 31st of the applicable one-year reporting period and earns a base salary of at least $42,000 without overtime for up to 150 employees. For each position filled by a Lancaster resident the incentive will increase by $167; The amounts must be collected within five years of the Effective Date of this Agreement, and the request for funding must be made only once per year on or by March 1.
- Eligible positions for which grant money is claimed can be counted only towards one income tier. For example, an employee making $60,000 could be counted towards either one of the 100 $48,250-tier positions, or towards one of the 150 $42,000-tier positions, but not both.
- Maximum LEDC Payment under this Agreement is up to five hundred twenty-five thousand dollars ($525,000) for incentives for up to three hundred (300) new Full-Time Equivalent Employment Position created.

LEDC's maximum payment to Developer (provided all conditions precedent to payment set forth in the agreement are met) shall not exceed seven hundred eight thousand one hundred fifty dollars ($708,150).

In order to qualify for this incentive, the company must:

- Occupy the facility by July 31, 2025, and actively operate the Facility located on the Property at least through the term of the agreement.
- Obtain a Certificate of Occupancy from the City for the facility located on the Property by July 31, 2025, or such later time as the Certificate of Occupancy is issued by the City if Developer has appropriately applied for such certificate by June 1, 2025.
- Show evidence of expenditure of a minimum of two million five hundred thousand dollars ($2,500,000) for Business and Personal Property located at the facility by July 31, 2025, and an additional expenditure of two million five hundred thousand dollars ($2,500,000) for Business and Personal Property located at the facility in by July 31, 2026.
- Document hiring of one hundred (100) new Full-Time Equivalent Employment Positions based at the facility no later than July 31, 2028.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The total incentive cost will not exceed seven hundred eight thousand one hundred fifty dollars ($708,150) over the term of the agreement. Adequate funds are available in the Lancaster Economic Development Corporation fund balance but may require an end-of-year budget adjustment. The LEDC approved this agreement at their March 16, 2023 regular meeting.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Recommendation:

Staff recommends approval of the item as submitted.

Attachments

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, RATIFYING THE TERMS ANDCONDITIONS OF AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BY AND BETWEEN THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION (LEDC) AND FRESHREALM, LLC; AUTHORIZING THE LEDC TO ENTER INTO A FORMAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, FreshRealm, LLC seeks to invest approximately five million dollars ($5,000,000) in a facility located at 3301 North Dallas Avenue, subject to financial assistance from the Lancaster Economic Development Corporation (hereinafter "LEDC"); and

WHEREAS, the LEDC Board of Directors passed and approved Resolution 2023-03-06 on the 16th of March, 2023, approving a Performance Agreement with FreshRealm, LLC, providing a reimbursement of up to seven hundred eight thousand one hundred fifty dollars ($708,150) as a partial reimbursement for wellness related expenditures, membership in the Inland Port Transportation Management Association, work force development, job fair assistance, job creation incentives and to offset a portion of development costs; and

WHEREAS, the City of Lancaster and LEDC recognize the importance of their continued role in economic development in the community of Lancaster; and

WHEREAS, the City of Lancaster and LEDC are authorized by state law to issue grants in order to promote local economic development by stimulating the local economy; and

WHEREAS, an Economic Development Performance Agreement containing the terms of the incentives from the LEDC is appropriate.

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

SECTION 1. The City Council of the City of Lancaster, Texas ratifies the March 16, 2023 action of the Board of Directors of the LEDC approving a Performance Agreement by and between FreshRealm, LLC and the Lancaster Economic Development Corporation, as set forth in and incorporated by reference as Exhibit A.

SECTION 2. The City Council authorizes the LEDC to enter into the Performance Agreement with FreshRealm, LLC.

SECTION 3. That this resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of March, 2023.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A
PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between **FRESHREALM, LLC** a Delaware company, (hereinafter referred to as "Developer"), and the ***LANCASTER ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation (hereinafter referred to as the "LEDC"), is made and executed on the following recitals, terms and conditions.

WHEREAS, LEDC is a Type A economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and **(2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . .** (D) recycling facilities; . . . (E) distribution centers; (F) small warehouse facilities capable of serving as decentralized storage and distribution centers; (G) primary job training facilities for use by institutions of higher education; or (H) regional or national corporate headquarters facilities"; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless LEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by LEDC's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by LEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to LEDC for financial assistance for facility to be located within the city limits of the City of Lancaster, Texas; ("the Facility") on real property owned or leased by the Developer ("the Property"); and

WHEREAS, the LEDC's Board of Directors have determined the financial assistance provided to Developer for Facility operations located on the Property is consistent with and meets the definition of "project" as that term is defined in Sections 501.101 and 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152

of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Lancaster, Texas, to approve all programs and expenditures of LEDC, and accordingly this Agreement is not effective until City Council has approved this Agreement at a City Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2038**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

(b) **Agreement**. The word "Agreement" means this Performance Agreement, together with all exhibits and schedules attached to this Performance Agreement from time to time, if any.

(c) **Certificate of Occupancy.** The words "Certificate of Occupancy" mean a certificate of occupancy (or its local equivalent) for the shell improvements at the Facility.

(d) **City.** The word "City" means the City of Lancaster, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 211 N. Henry Street, Lancaster, Texas 75146.

(e) **Developer.** The word "Developer" means FRESHREALM, LLC a Delaware company, its successors and assigns, whose address for the purposes of this Agreement is 1330 Calle Avanzado, San Clemente, CA 92673.

(f) **Effective Date.** The words "Effective Date" mean the date that City Council ratifies this Agreement by and between the Developer and LEDC.

(g) **Event of Default**. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

(h) **Facility.** The word Facility means City-located operations office located at 3301 North Dallas Avenue, Suite 200, Lancaster, Texas on the Property and as described and/or depicted in ***Exhibit A – Site Plan*** of this Agreement, which is attached hereto and incorporated herein for all purposes. In order to qualify as the "Facility" under this Agreement, the facility must meet all of the following criteria: (1) be located within the City; and (2) maintain a Certificate of Occupancy no later than July 31, 2025 and continuing during the duration of this Agreement; and (3) remain in operation in the City of Lancaster for at least three (3) years following the disbursement of funds under this Agreement.

(i) **Full-Time Equivalent Employment Positions.** The words "Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period with such hours also to include any vacation and sick leave with a minimum median wage of $46,352 annually and minimum average wage of $65,248 annually.

(j) **LEDC**. The word "LEDC" means the Lancaster Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is P.O. Box 940, Lancaster, Texas 75146.

(k) **Property.** The word "Property" means the tract of land located in the City of Lancaster, Dallas County, Texas, commonly known as 3301 N. Dallas Ave., Suite 200, Lancaster, Texas, and more particularly described and or depicted in ***Exhibit A – Site Plan*** of this Agreement, which is attached hereto and incorporated herein for all purposes. For purposes of this Agreement, the tract does not need to be owned by Developer, but may instead be leased.

(l) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with LEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Occupation of Facility.** Developer covenants and agrees to occupy the Facility by **July 31, 2025** and actively operate the Facility located on the Property at least through the term of this agreement.

(b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained a Certificate of Occupancy from the City for the Facility located on the Property by **July 31, 2025** or such later time as the Certificate of Occupancy is issued by the City if Developer has appropriately applied for such certificate by June 1, 2025**.**

(c) **Investment Threshold (Business Personal Property). Minimum Investment Threshold.** Developer covenants and agrees to show evidence of expenditure of a minimum of **two million five hundred thousand dollars** ($2,500,000) for Business and Personal Property located at the Facility by July 31, 2025 and an additional investment of **two million five hundred thousand dollars** ($2,500,000) for Business and Personal Property located at the Facility by July 31, 2026.

(d) **Payment of City Fees.** Developer covenants and agrees to pay or cause to be paid to the City all City-related development fees for the development of the Property, construction of the Facility and for Facility Operations. Those fees include (but may not be limited to) the following: special use permit fees, building permit fees, sign permit fees, plan review fees, plumbing, heating and electrical permit fees, grading permit fees, architectural review fees, variance application fees, and zoning change fees.

(e) **Job Creation**. In order to qualify for financial assistance under this Agreement, Developer covenants and agrees to hire persons to fill one hundred (100) new Full-Time Equivalent Employment Positions based at the Facility no later than July 31, 2028. Developer shall provide to City records reasonably establishing the existence of one hundred new permanent Full-Time Equivalent Employment Positions on or before July 31, 2028.

(f) **Definition of and Documentation of Development Costs**. Developer covenants and agrees to obtain accurate invoices, receipts, and other written documentation regarding the amount of: costs paid related to training costs and job skill development expenditures that are actually incurred and paid for the development of the Property and improvement to the Facility or other items reimbursable under the terms of this Agreement and completed by December 31, 2025.

(g) **Performance**. Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between Developer and LEDC and between Developer and City.

(h) **Property Valuations.** The Real Property valuations in this Section 4 (c) and (d) are Dallas Central Appraisal District ("DCAD") taxable values, including the values assigned by constituent taxing authorities.

SECTION 5. AFFIRMATIVE COVENANTS OF LEDC.

LEDC covenants and agrees with the Developer that, while this Agreement is in effect, it

shall comply with the following terms and conditions:

(a) **Wellness Grant.** LEDC covenants and agrees to provide a Wellness Grant of funds of up to an aggregate total of no more than **twelve thousand one hundred fifty dollars ($12,150).** The funds may be used to reimburse Developer for fifty percent (50%) of actual expenses incurred and paid for a two-year corporate membership at the Lancaster Recreation Center.

(b) **Inland Port Transportation Management Association (IPTMA) Grant.** LEDC covenants and agrees to provide an Inland Port Transportation Management Association Grant of funds of up to **one thousand dollars ($1,000).** The total grant amount will reimburse the company for fifty percent of expenses related to being a member of the Inland Port Transportation Management Association for two years. Documentation must be supplied showing evidence of expenditure and membership in the Inland Port Transportation Management Association. LEDC will provide the reimbursement to Developer upon receipt of records demonstrating: (1) the amount of Developer's membership dues for the IPTMA, and (2) Developer's membership for not less than a period of two (2) years in IPTMA.

(c) **Work Force Development Grant.** LEDC covenants and agrees to provide a Workforce Development Grant of funds of up to an aggregate total of up to **fifty thousand dollars ($50,000).** Funds are available to reimburse the Company for direct training costs. In order to qualify, the Company show that the training is directly related to the upskilling of its existing employees earning a minimum of forty-five thousand dollars ($46,352) annually after completion of their training/upskilling and the Developer will make the best effort to prioritize Lancaster resident employees to receive training under this grant. In order to collect, the company is required to share curriculum syllabus, provide an affidavit detailing the number of employees trained and providing salary information, and be open to an audit if called upon. Payout will be made within sixty (60) days after documentation is provided, or audit completed, as applicable. This grant money can be combined with funds received from the State of Texas for each eligible employee under the Skills Development Fund (SDF) and other programs offered at the state level.

(d) **Job Fair Assistance Grant.** LEDC covenants and agrees to provide a Job Fair Assistance Grant of funds up to an aggregate total of up to **twenty thousand dollars ($20,000).** Funds are available to reimburse the Company for Job Fair related expenses. Specifically, a reimbursement of no more than five thousand dollars ($5,000) is available for a Job Fair for the Company. If the Job Fair is inclusive of five or more Lancaster companies co-presenting as potential employers, the eligible reimbursement amount increases to no more the twenty thousand dollars ($20,000). This reimbursement is available for eligible expenditures made within two years of the Effective Date of this Agreement. The Developer is allowed to choose himself the four additional participating local employers. The Job Fair must be held within the corporate limits of the City of Lancaster.

(e) **Development Cost Grant.** LEDC covenants and agrees to provide a Development Cost Grant of funds not to exceed **one hundred thousand dollars ($100,000).** This grant is intended to reimburse a portion of development costs for the project including permitting fees, other city fees and direct costs of construction.

(f) **Job Creation Grant.** LEDC covenants and agrees to provide a Job Creation Grant for up to 300 jobs and with funds in an amount not to exceed **five hundred twenty-five thousand dollars ($525,000) for each Full-Time Equivalent Employment Position created.** This grant is intended to encourage the hiring of Lancaster residents and higher salary rates. Wage tiers are agreed upon according to the requirements below:

1. $1,500 per job created and maintained at the Facility during the period of January 1st through December 31st of the applicable one-year reporting period and earns a base salary of at least $70,000 for up to 50 positions. For each position filled by a Lancaster resident the incentive will increase by $500.
   In order to further incent local hiring and retain talent in Lancaster, the LEDC covenants and agrees to pay an additional $2,000 for each position filled by a Lancaster resident and retained at the facility for at least one year. These additional funds ($2,000) will be paid out to the Developer after the first year of the Lancaster resident holding the position and shall be used by the Developer in equal parts for an anniversary bonus directly paid to said employed resident ($1,000) and either for health and wellness support, career coaching, continuing education initiatives, childcare, or similar services that have a direct benefit to said employed resident ($1,000). This further creates mutual benefit between Lancaster employers and residents and supports LEDC's strategy and vision of 'live- work-play' within the community.

2. $850 per job per job created and maintained at the Facility during the period of January 1st through December 31st of the applicable one-year reporting period and earns a base salary of at least $48,250 (living wage for family with two children in the Dallas MSA) for up to 100 employees. For each position filled by a Lancaster resident the incentive will increase by $400.
   In order to further incent local hiring and retain talent in Lancaster, the LEDC covenants and agrees to pay an additional $1,250 for each position filled by a Lancaster resident and retained at the facility for at least one year. These additional funds ($1,250) will be paid out to the Developer after the first year of the Lancaster resident holding the position and shall be used by the Developer in equal parts for an anniversary bonus directly paid to said employed resident ($625) and either for health and wellness support, career coaching, continuing education initiatives, childcare, or similar services that have a direct benefit to said employed resident ($625). This further creates mutual benefit between Lancaster employers and residents and supports LEDC's strategy and vision of 'live- work-play' within the community.

3. $333 per job created and maintained at the Facility during the period of January 1st through December 31st of the applicable one-year reporting period and earns a base salary of at least $42,000 without overtime for up to 150 employees. For each position filled by a Lancaster resident the incentive will increase by $167;

4. The amounts must be collected within five years of the Effective Date of this Agreement, and the request for funding must be made only once per year on or by March 1. **Eligible positions for which grant money is claimed can be counted only towards one income tier.** For example, an employee making $60,000 could be counted towards either one of the 100 $48,250-tier positions, or towards one of the 150 $42,000-tier positions, but not both.

(g) **Maximum LEDC Payment under this Agreement.** The Parties agree that, notwithstanding anything to the contrary in this Agreement or any other Agreement involving the Facility and/or Property, LEDC's maximum payment to Developer under the terms provided for hereunder (provided all conditions precedent to payment set forth herein are met) shall be **Seven Hundred Eight Thousand One Hundred Fifty dollars ($708,150).**

(h) **Expedited Permitting.** The City will use best efforts to expedite all required City permits for the Project. The expedited issuance is expressly based on: (1) the submission of all required documentation to support the permit issuance and (2) adherence to all City ordinances and processes. This section in no way abrogates the City's review of public health and safety issues and items in the inspection and permitting process.

SECTION 6. CESSATION OF ADVANCES.

If LEDC has made any commitment to make any advance of financial assistance to Developer, whether under this Agreement or under any other agreement, LEDC shall have no obligation to advance or disburse any financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs and is not cured within the time period provided in Section 8.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

(a) **General Event of Default.** Failure of Developer or LEDC to materially comply with or to materially perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or LEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and LEDC, or between Developer and City is an Event of Default.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the

LEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

(c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

(d) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from LEDC and/or Dallas County Central Appraisal District is an Event of Default. For the avoidance of doubt, it shall not be an Event of Default if Developer's landlord or another third party allows its ad valorem taxes for Facility real or personal property that it owns to become delinquent, unless such delinquency arises from Developer's failure to satisfy its contractual obligation to pay or reimburse ad valorem taxes imposed on Developer's landlord or another third party.

(e) **Operations.** Developer will maintain its Facility within the City of Lancaster in full operations through at least December 31, 2023. Failure to do so will cause a non-remediable Event of Default and all funds disbursed under this Agreement will be returned to LEDC within thirty (30) days.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 (a),(b),(d), or (e) of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure a monetary default and ninety (90) days to cure a non-monetary default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by LEDC to Developer pursuant to Section 5 of this Agreement shall become due and payable within 30 days by Developer to the LEDC. A default under Section 7(c) of this Agreement will trigger an immediate default and all Program Payments provided by the City to Developer will become immediately due and payable by the Developer to the City without right of cure.

SECTION 9. INDEMNIFICATION.

TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES

(INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments**. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts or federal courts for Dallas County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. LEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) **Caption Headings**. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during

such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

(h) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

if to Developer:	FreshRealm, LLC 1330 Calle Avanzado San Clemente, CA 92673 Attn: _____ Email: _____
if to LEDC:	Lancaster Economic Development Corporation P.O. Box 940 Lancaster, Texas 75146 Attn: Director Telephone: 972/218-1303

(i) **Severability**. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(k) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date LEDC notifies Developer of the violation.

(l) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Developer verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(m) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S.B. 252, 85th Leg., R.S. (2017)), the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

(n) **Estoppel Certificate.** Upon written request by Developer to LEDC, LEDC will provide Developer with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Developer is in breach of this Agreement, the nature of the breach, (ii) a statement as to whether this Agreement has been amended and, if so, the identity and substance of each amendment, and/or (iii) such other matters as may be agreed upon by the parties. City shall not unreasonably withhold or delay its consent to such requests.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

DEVELOPER:

FRESHREALM, LLC,
A Delaware Company

By: _____
Name:
Position:
Date Signed: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2023 by _____, _____ _____of FreshRealm, LLC, a Delaware company, on behalf of said company.

_____
Notary Public, State of _____

LEDC:

LANCASTER ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Name: Ted Burk
President
Date Signed: _____

ATTEST:

_____
Shane Shepard, Secretary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2023, by _____, President of the Lancaster Economic Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.

_____
Notary Public, State of Texas

Exhibit A

[Facility – Site Plan]

Exhibit B

[Legal Description and/or Depiction of Property]

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **12.**

Meeting Date: 03/27/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

Goal(s): Financially Sound Government
Quality Development

Submitted by: Shane Shepard, Director of Economic Development

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Agenda Caption:

Discuss and consider a resolution approving a Chapter 380 Economic Development Agreement by and between the City of Lancaster and FreshRealm, LLC.

Background:

FreshRealm is a leading supplier of fresh meals for retailers. The company is looking to expand to the area and through a competitive process looked at several locations for their Texas expansion. Subject to approval of the incentive package, the company plans to locate in an existing building at 3301 North Dallas Avenue.

FreshRealm plans to occupy approximately one hundred fifty thousand (150,000) square feet of a new facility located at 3301 North Dallas Avenue. Finish out work on the facility is expected to begin in the third quarter of 2023, with an anticipated completion date of July 31, 2025. The company plans to invest a minimum phased investment of five million dollars ($5,000,000) over a three-year period, in Business Personal Property (BPP) for the manufacturing processes at the facility.

The FreshRealm facility will result in the addition of a minimum of one hundred (100) new advanced manufacturing jobs within three (3) years after completion. The addition of advanced manufacturing employment supports the goals of the Economic Development Strategic Plan. Median annual wages will be a minimum of $46,352 and average annual wages for the work force are estimated to be $65,248.

This agreement authorizes a Business Personal Property Tax rebate, a rebate of a portion of sales taxes paid on equipment and construction material that is sourced to Lancaster, a rebate of a portion of sales taxes collected on consumer goods sold at the facility and a sales tax rebate on a portion of local sales tax collections on 'related' companies as described below:

- **Business Personal Property Tax Rebate.** Provided that the Developer has met the hiring and investment requirements, the City will rebate up to sixty-five percent (65%) of business personal property taxes paid for a period of up to ten (10) years. The base incentive is a rebate of fifty percent (50%) of business personal property taxes paid for a period of five years. The term can be extended to ten years if the company locates its regional headquarters at this location. If the regional headquarters does not locate to Lancaster within the first five years, then the rebate expires.

Tax Years 1-10	Percentage of City Business Personal Property Taxes Reimbursed
1st through 10th tax year (with regional headquarters)	50%

1st through 5th tax year (without regional headquarters)	50%

- The developer is eligible for additional Program Payments if jobs paying a minimum of $48,250 are filled by Lancaster residents for a period of at least two years. The agreement allows for one half of one percent in additional rebate for up to thirty (30) qualified workers that are employed by the company for two years for a total rebate not to exceed 65%.

Tax Years 1-10	Percentage of City Business Personal Property Taxes Reimbursed
1st through 10th tax year with regional headquarters and up 30 Lancaster residents employed in qualified jobs	(+.5% per Lancaster resident) up to +15 % in additional reimbursement (Up to a maximum aggregate of 65%)
1st through 5th tax year without regional headquarters and up 30 Lancaster residents employed in qualified jobs	(+.5% per Lancaster resident) up to +15 % in additional reimbursement (Up to a maximum aggregate of 65%)

- **Sales Tax on Equipment and Construction Material.** Provided that the company has met the hiring and investment requirements, the City will reimburse fifty percent (50%) of the City's 1% sales tax collected on: (1) materials handling and operations equipment; and (2) construction materials for the Facility for purchases that are sourced to the City of Lancaster. A minimum of two million five hundred thousand dollars ($2,500,000) must be made by July 1, 2025, and all receipts and accounting reports must be received by the City no later than September 1, 2025. An additional minimum of two million five hundred thousand dollars ($2,500,000) must be made by July 1, 2026, and all receipts and accounting reports must be received by the City no later than September 1, 2026.
- **Sales Tax on Consumer Goods.** Provided that the company has met the hiring and investment requirements, the City will reimburse fifty percent (50%) of the City's 1% sales tax collected on consumer goods that are sold from the Facility that have a sales tax associated with them and that sales tax is sourced to Lancaster. In order to source sales taxes to Lancaster, the company will need to establish a 'place-of-business' as defined by the Texas Tax Code at the Facility and fulfill at least three orders. All such initial expenditures must be made by July 1, 2025, and all receipts and accounting reports must be received by the City no later than September 1, 2025. All such additional expenditures must be made by July 1, 2026, and all receipts and accounting reports must be received by the City no later than September 1, 2026.
- **Sales Tax from Related Companies.** Provided that the company has met the hiring and investment requirements, the City shall reimburse fifty percent (50%) of the City's 1% sales tax collected from related companies, defined as 'corporate entities that have facilities in the corporate limits of the City of Lancaster during the Term of this Agreement and that meet one or more of the following category requirements: (1) grocery stores that gross at least $14,000,000 annually (with sales sourced to the City); (2) food packaging companies that have annual taxable retail sales sourced to the City in a minimum amount of $10,000,000 and whose employees' median wage level exceeds $48,250; and (3) grocery/fulfillment centers whose taxable retail sales sourced to the City exceed $20,000,000 annually and whose employees' median wage level exceeds $48,250.'

In order to qualify for this incentive, the company must:

- Occupy the Facility by July 31, 2025, and actively operate the Facility located on the Property through the term of the agreement.
- Obtain a Certificate of Occupancy from the City for the Facility located on the Property by July 31, 2025, or such later time as the Certificate of Occupancy is issued by the City if Developer has appropriately applied for such certificate by June 1, 2025.
- Show evidence of expenditure of a minimum of two million five hundred thousand dollars

($2,500,000) for Business and Personal Property located at the facility by July 1, 2025, and an additional expenditure of two million five hundred thousand dollars ($2,500,000) for Business and Personal Property by July 31, 2026.

- Add one hundred (100) new Full-Time Equivalent Employment Positions based at the Facility no later than July 31, 2028.
- Agrees to grant a tour of the facility once every four years of the term of the Agreement to a delegation from the City.

Operational Considerations:

The company will annually submit receipts for BPP tax payments in order to exercise the grant. Within sixty (60) days of verification of payment, the City will remit eligible rebate amounts outlined in the agreement, provided that all contractual contingencies are satisfied.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

Based on the estimated value added capital investment submitted by the company, new business personal property tax collections for the facility (BPP) for the next ten years will be approximately three hundred forty-five thousand dollars ($345,000), of which the maximum incentive rebate is estimated to be approximately two hundred twenty-four thousand two hundred fifty dollars ($224,250).

The amount of the sales tax rebate for the various categories is difficult to estimate. The incentive will be fifty percent (50%) of city collections of these revenues that are not likely to have been paid to the City of Lancaster without this agreement.

Options/Alternatives:

1. City Council may approve the resolution, as presented.
2. City Council may deny the resolution.

Attachments

Resolution

Exhibit A - 380 Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND FRESHREALM, LLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, FreshRealm, LLC seeks to occupy a new distribution facility located at 3301 North Dallas Avenue, where a minimum of one hundred (100) people will be employed within three years of completion.

WHEREAS, the City of Lancaster ("City") recognizes the importance of business and community development to the vitality and growth of Lancaster; and

WHEREAS, the City desires to grant certain economic development incentives to FreshRealm, LLC for the purpose of leasing a manufacturing facility within the City of Lancaster; and

WHEREAS, the City has adopted programs for promoting economic development, and an Economic Development Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Chapter 380 of the Texas Local Government Code to issue grants in order to promote local economic development by stimulating the local economy; and

WHEREAS, the Agreement containing the terms of the incentives from the City is appropriate.

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

SECTION 1. The City Council of the City of Lancaster, Texas approves a Chapter 380 Economic Development Incentive Agreement by and between the City of Lancaster and FreshRealm, LLC, attached as Exhibit "A" and incorporated herein.

SECTION 2. The City Council authorizes the City Manager to execute the Chapter 380 Economic Development Program and Agreement between the City of Lancaster and FreshRealm, LLC.

SECTION 3. This Resolution shall take effect immediately from and after the date of passage and as provided by law.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 27th day of March, 2023

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A
CITY OF LANCASTER, TEXAS
AND
FRESHREALM, LLC

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between the **CITY OF LANCASTER, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"), and **FRESHREALM, LLC** a Delaware company, (hereinafter referred to as the "Developer"), for the purposes and considerations stated below:

WHEREAS, the Developer desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code an incentive to Developer to develop the Property as defined below; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to expend public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Lancaster, Texas; and

WHEREAS, the City has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Lancaster, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, as defined herein, and shall continue thereafter until **December 31, 2035**, unless otherwise terminated pursuant to the terms of this Agreement.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Agreement.** The word "Agreement" means this Chapter 380 Economic Development Program and Agreement, authorized by Chapter 380 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(b) **Certificate of Occupancy.** The words "Certificate of Occupancy" mean a certificate of occupancy (or its local equivalent) for the Facility.

(c) **City.** The word "City" means the City of Lancaster, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City's address is P.O. Box 940, Lancaster, Texas 75146.

(d) **Developer.** The word "Developer" means FreshRealm, LLC, whose address for the purposes of this Agreement is 1330 Calle Avanzado, San Clemente, CA 92673.

(e) **Effective Date.** The words "Effective Date" mean the date that the City Council approves this agreement.

(f) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth in the section entitled "Events of Default" in this Agreement.

(g) **Facility.** The word Facility means City-located operations office located at 3301 North Dallas Avenue, Suite 200, Lancaster, Texas on the Property and as described and/or depicted in ***Exhibit A – Site Plan*** of this Agreement, which is attached hereto and incorporated herein for all purposes. In order to qualify as the "Facility" under this Agreement, the facility must meet all of the following criteria: (1) be located within the City; and (2) maintain a Certificate of Occupancy no later than July 31, 2025 and continuing during the duration of this Agreement; and (3) remain in operation in the City of Lancaster for at least three (3) years following the disbursement of funds under this Agreement.

(h) **Full-Time Equivalent Employment Positions.** The words "Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period with such hours also to include any vacation and sick leave, with median annual wages of not less than forty-six thousand three hundred fifty-two dollars ($46,352) annually and average annual wages of a minimum of sixty-five thousand two hundred forty-eight dollars ($65,248).

(i) **Program Payment.** The words "Program Payment" mean the economic development funds provided by the City to Developer in accordance with this Agreement. Program Payments will be made in the form of tax rebates as described in more detail in Section 5(a) of this Agreement.

(j) **Property.** The word "Property" means the tract of land located in the City of Lancaster, Dallas County, Texas, commonly known as 3301 North Dallas Avenue, Suite 200, Lancaster, Texas, and more particularly described and or depicted in ***Exhibit A – Site Plan*** of this Agreement, which is attached hereto and incorporated herein for all purposes. For purposes of this Agreement, the tract does not need to be owned by Developer, but may instead be leased.

(k) **Related Company.** The words "Related Company(s)" means corporate entities that have facilities in the City of Lancaster City limits during the Term of this Agreement and that meet one or more of the following category requirements: (1) grocery stores that gross at least $14,000,000 annually (with sales sourced to the City); (2) food packaging companies that have annual taxable retail sales sourced to the City in a minimum amount of $10,000,000 and whose employees' median wage level exceeds $48,250; and (3) grocery/fulfillment centers whose taxable retail sales sourced to the City exceed $20,000,000 annually and whose employees' median wage level exceeds $48,250.

(l) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE OBLIGATIONS OF DEVELOPER.

The Developer covenants and agrees with City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Occupation of Facility.** Developer covenants and agrees to occupy the Facility by **July 31, 2025** and actively operate the Facility located on the Property at least through the term of the agreement.

(b) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained a Certificate of Occupancy from the City for the Facility located on the Property

by **July 31, 2025** or such later time as the Certificate of Occupancy is issued by the City if Developer has appropriately applied for such certificate by June 1, 2025**.**

(c) **Performance.** Developer covenants and agrees to perform and comply with all terms, conditions and provisions set forth in this Agreement, and any other agreements by and between the City and Developer.

(d) **Provision of Records**. Developer covenants and agrees to provide to City all receipts, purchase orders, funds transfers, checks, charges, and all other supporting documentation that City may request to demonstrate the costs incurred and paid by Developer related to the investment in equipment, machinery and other Business Personal Property, verification of employment and salary, payment of taxes and valuation information related to this Agreement. Developer shall supply to City all information related to employment requirements upon initial hiring and annually thereafter. Developer will provide all receipts and supporting documentation to City within ninety (90) days of payment of taxes, and within thirty (30) days of a written request by the City for information regarding valuation.

(e) **Investment Threshold (Business Personal Property). Minimum Investment Threshold.** Developer covenants and agrees to show evidence of expenditure of a minimum of **two million five hundred thousand dollars** ($2,500,000) for Business and Personal Property located at the Facility by July 31, 2025 and an additional **two million five hundred thousand dollars** ($2,500,000) for Business and Personal Property located at the Facility by July 31, 2026.

(f) **Job Creation Requirement.** In order to qualify for financial assistance under this Agreement, Developer covenants and agrees to hire persons to fill one hundred (100) new Full-Time Equivalent Employment Positions based at the Facility no later than July 31, 2028. Developer shall provide to City records reasonably establishing the existence of one hundred new permanent Full-Time Equivalent Employment Positions on or before July 31, 2028.

(g) **Site Visit.** Upon receipt of no less than 72-hours written notice, Developer covenants and agrees to grant a tour of the facility once every four years of the term of the Agreement to a delegation from the City.

SECTION 5. AFFIRMATIVE OBLIGATIONS OF THE CITY.

City covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Program Payments.**

(1) **Business Personal Property Tax Rebate.** Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by **July 1, 2025**; (2) the

Minimum Investment Threshold set forth herein is met by **December 31, 2025**; (3) the Minimum Investment Threshold set forth herein is met by **December 31, 2026**, and (4) all other Affirmative Obligations set out in Section have been satisfied, the City shall make Program Payments to Developer for a portion of ad valorem taxes paid by the Developer to the City for Business Personal Property Taxes for a period not to exceed ten (10) years.

The first year of eligibility for the Program Payment the tax year starting the earlier of: (1) the tax year when the Investment Threshold is met; or (2) **January 1, 2026.**

The Base Program Payments shall be based upon the following percentages and terms:

Tax Years 1-10	**Percentage of City Business Personal Property Taxes Reimbursed**
1st through 10th tax year (with regional headquarters)	**50%**
1st through 5th tax year (without regional headquarters)	**50%**

The developer is eligible for additional Program Payments if jobs paying a minimum of $48,250 are filled by Lancaster residents for a period of at least two years. The additional program benefit will accrue in the amount of one half of one percent for qualified jobs filled by Lancaster residents for the maximum amount of time (up to thirty jobs).

Tax Years 1-10	**Percentage of City Business Personal Property Taxes Reimbursed**
1st through 10th tax year with regional headquarters and up 30 Lancaster residents employed in qualified jobs	**(+.5% per Lancaster resident) up to +15 % in additional reimbursement (Up to a maximum aggregate of 65%)**
1st through 5th tax year without regional headquarters and up 30 Lancaster residents employed in qualified jobs	**(+.5% per Lancaster resident) up to +15 % in additional reimbursement (Up to a maximum aggregate of 65%)**

(2) **Sales Tax on Equipment and Construction Material.** Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by **July 1, 2025**; (2) the Minimum Investment valuation thresholds set forth herein is met; and (3) all other Affirmative Obligations set out in Section 4 have been satisfied, the City shall reimburse fifty percent (50%) of the City's 1% sales tax collected on: (1)

materials handling and operations equipment; and (2) construction materials for the Facility for purchases that are sourced to the City of Lancaster. A minimum of two million five hundred thousand dollars ($2,500,000) in expenditures for BPP must be made by **July 1, 2025** and all receipts and accounting reports must be received by the City no later than **September 1, 2025**. Additional expenditures of two million five hundred thousand dollars ($2,500,000) in expenditures for BPP must be made by **July 1, 2026** and all receipts and accounting reports must be received by the City no later than **September 1, 2026**.

(3) **Sales Tax on Consumer Goods.** Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by **July 1, 2025**; (2) the Minimum Investment valuation thresholds set forth herein is met; and (3) all other Affirmative Obligations set out in Section 4 have been satisfied, the City shall reimburse fifty percent (50%) of the City's 1% sales tax collected on: (1) consumer goods that are sold from the Facility that have a sales tax associated with them and that sales tax is sourced to Lancaster. In order to source sales taxes to Lancaster, the company will need to establish a 'place-of-business' as defined by the Texas Tax Code at the Facility and fulfill at least three orders. All such expenditures must be made by **July 1, 2025** and all receipts and accounting reports must be received by the City no later than **September 1, 2025**. Additional expenditures must be made by **July 1, 2026** and all receipts and accounting reports must be received by the City no later than **September 1, 2026**.

(4) **Sales Tax from Related Companies.** Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by **July 1, 2025**; (2) the Minimum Investment valuation thresholds set forth herein is met; and (3) all other Affirmative Obligations set out in Section 4 have been satisfied, the City shall reimburse fifty percent (50%) of the City's 1% sales tax collected from Related Companies as defined in Section 3(k).

(b) **Expedited Permitting.** The City will use best efforts to expedite all required City permits for the Project. The expedited issuance is expressly based on: (1) the submission of all required documentation to support the permit issuance and (2) adherence to all City ordinances and processes. This section in no way abrogates the City's review of public health and safety issues and items in the inspection and permitting process.

(c) **Valuation of Real Property and Business Personal Property.** The Real Property valuations in this Section 5 are either: (1) Dallas Central Appraisal District ("DCAD") taxable values, including the values assigned by constituent taxing authorities; or (2) the values supported by receipts, purchase orders, and other documentation submitted by Developer to the City and accepted by the City. The valuation of Business Personal Property shall be the values supported by receipts, purchase orders, and other documentation submitted by Developer to the City and accepted by the City. For purposes of these Program Payments, payment to the City's authorized tax collection agent (currently the Dallas County Tax Assessor/Collector (the "Dallas County Tax Office")

shall be considered ad valorem taxes "paid to the City."

SECTION 6. CESSATION OF ADVANCES.

If City has made any commitment to provide any Program Payment to Developer, whether under this Agreement or under any other agreement, the City shall have no obligation to advance or disburse future Program Payment after: (a) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (b) an Event of Default occurs and is not cured within the time period provided in Section 7.

SECTION 7. EVENTS OF DEFAULT.

After the expiration of any applicable cure period, each of the following shall constitute an Event of Default under this Agreement. No cure period shall apply to subsections (b) and (c), below:

(a) **General Event of Default.** Failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and City is an Event of Default.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

(c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

(d) **Ad Valorem Taxes**. Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from City and/or Dallas County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7(a) or (d) of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure a monetary default and ninety (90) days to cure a non-monetary default. Should said default remain uncured as of the last day of the applicable cure period, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or

maintain a cause of action for damages caused by the event(s) of default. In the event the Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the Program Payments provided by the City to Developer pursuant to Section 5(a) of this Agreement, shall become immediately due and payable by the Developer to the City.

SECTION 9. INDEMNITY.

TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF LANCASTER, TEXAS AND THE LEDC (AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT, EXCEPT WHERE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OF LANCASTER, TEXAS OR THE LEDC (OR ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE). NOTHING HEREIN SHALL BE INTERPRETED AS A WAIVER OF CITY'S GOVERNMENTAL IMMUNITY FROM SUIT OR DAMAGES.

IN NO EVENT SHALL DEVELOPER BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REPUTATION AND/OR LOSS OF CURRENT OR PROSPECTIVE BUSINESS ADVANTAGE, EVEN WHERE SUCH LOSSES ARE CHARACTERIZED AS DIRECT DAMAGES) ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT OR THE RELATIONSHIP AND/OR DEALINGS BETWEEN DEVELOPER AND CITY, REGARDLESS OF WHETHER THE CLAIM UNDER WHICH DAMAGES ARE SOUGHT IS BASED UPON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT THE TIME OF CONTRACTING OR OTHERWISE. EXCEPT FOR LIABILITY ARISING UNDER DEVELOPER'S INDEMNITY OBLIGATIONS IN THIS SECTION, UNDER NO CIRCUMSTANCES SHALL DEVELOPER'S, CITY OF LANCASTER'S, OR LEDC'S MAXIMUM TOTAL LIABILITY, IF ANY, ARISING OUT OF OR IN ANYWAY RELATED TO THE AGREEMENT OR THE RELATIONSHIP AND/OR DEALINGS BETWEEN DEVELOPER AND CITY/LEDC EXCEED THE AMOUNTS ACTUALLY PAID TO DEVELOPER BY CITY/LEDC UNDER THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Dallas County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed. Any restrictions herein on the transfer or assignment of Developer's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to a subsidiary or affiliate of Developer as well as any corporation or other entity with which Developer may merge or consolidate or that may succeed to a controlling interest in the business of Developer or in which Developer owns more than a twenty percent (20%) equity interest.

(d) **Attorneys' Fees and Costs.** In the event of any action at law or in equity between the parties to enforce any of the provisions hereof, to the extent allowed by law any unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees (including costs and expenses incurred in connection with all appeals) incurred by the successful party, and these costs, expenses and attorneys' fees may be included in and as part of the judgment. A successful party shall be any party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.

(e) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(f) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(h) **Entire Agreement.** This written agreement represents the final agreement between the

parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

(i) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, pandemic, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

(j) **No Interpretation Against Drafter.** Developer and City have participated in negotiating and drafting this Agreement, and agree that the Agreement is to be construed as if drafted jointly. The parties agree that the Agreement will not be interpreted or construed against either party should a need for interpretation or resolution of any ambiguity arise.

(k) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered by nationally recognized next business day delivery service or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

If to the City:	City of Lancaster, Texas Attn: Opal Mauldin-Jones, City Manager P.O. Box 940 Lancaster, Texas 75146 Telephone: (972) 218-1302
If to the Developer:	FreshRealm, LLC Attn: _____ _____ _____

(l) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

(m) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(n) **Survival.** All warranties, representations, and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to City under this Agreement shall be considered to have been relied upon by the City and will survive the payment of any Program Payments under this Agreement regardless of any investigation made by the City or on City's behalf.

(o) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(p) **Undocumented Workers.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the City notifies Developer of the violation.

(q) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Developer verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(r) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S. B. 252, 85th Leg., R.S. (2017), the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

(s) **Estoppel Certificate.** Upon written request by Developer to City, City will provide Developer with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Developer is in breach of this Agreement, the nature of the breach, and (ii) a statement as to whether this Agreement has been amended and, if so, the identity and substance of each amendment.

[The Remainder of this Page Intentionally Left Blank]

THE INCENTIVES IN THIS AGREEMENT SHALL BE NULL AND VOID IF NOT SIGNED BY DEVELOPER AND RETURNED TO THE CITY BY MAY 15, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY:

CITY OF LANCASTER, TEXAS,
a Texas home-rule municipality

By: _____
Opal Mauldin-Jones, City Manager
Date: _____

ATTEST:

_____
Sorangel O. Arenas, City Secretary

APPROVED AS TO FORM:

_____
David T. Ritter, City Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2023 by Opal Mauldin-Jones, City Manager of the City of Lancaster, Texas, a Texas home-rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

DEVELOPER:

FRESHREALM, LLC
a _____ company

Name: _____
Title: _____
Date Signed: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2023 by _____, _____ of FreshRealm, LLC, a Delaware Limited Liability company.

_____
Notary Public, County of _____, _____

Exhibit A-1

Legal Description and/or Depiction
of the Property

Exhibit B

[Facility – Site Plan]

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **13.**

Meeting Date: 03/27/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

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

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

In accordance with Chapter 551 of the Texas Government Code (the Texas Open Meetings Act), the City Council may meet in executive session to discuss the following:

1. Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property located at 1508 Dewberry Boulevard (Bel-Air Place Apartments).

2. Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property located at 632 Reindeer Road.

3. Section 551.071 of the Texas Government Code, the City Council shall convene in executive session to confer with the City's attorney to discuss pending, threatened, contemplated or potential related litigation in regard to Real Property located at 791 Stanford Drive (Stanford Park).

LANCASTER CITY COUNCIL

City Council Regular Meeting **14.**

Meeting Date: 03/27/2023

Policy Statement: This request supports the City Council 2022-2023 Policy Agenda

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

Submitted by: Opal Mauldin-Jones, City Manager

Agenda Caption:

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

Background:

This agenda item allows City Council to take action necessary, if any, on item(s) discussed in Executive Session.