



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

Monday, February 12, 2024 - 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/85390672958?pwd=TW81dmlIT01tbmxjbE1VZXNVTDhOUT09>

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: Lancaster Interdenominational Ministerial Alliance

PLEDGE OF ALLEGIANCE: Deputy Mayor Pro Tem Betty Gooden-Davis

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 December 11, 2023.
2. Consider a resolution authorizing award of RFP 2023-17 to Assured Mechanical Solutions for the maintenance and repair of the Heating Ventilation and Air Conditioning (HVAC) units within City Facilities in an amount not to exceed one hundred thirty-one thousand four hundred sixteen dollars and seventy-six cents (\$131,415.76).

ACTION:

3. Discuss and consider a resolution ordering a General Election to be held on Saturday, May 4, 2024, for the election of a Mayor at-large; providing for the publication and posting of notice; and providing for early voting dates, times and locations.

Considere una resolución que ordena una Elección General que se celebrará el Sábado, 4 de mayo 2021, para la elección general de un alcalde; se dispone la publicación y aviso de notificación, prevea fechas de votación anticipada, horas y lugares.

4. DP22-26 Discuss and consider an ordinance approving a general development plan for Lancaster Estates within the Mills Branch Overlay for a mixed housing type development. The property is located southwest of the intersection of North Houston School Road and West Belt Line Road addressed as 2301 West Main Street. The property is known as a 17.98 acre tract of land out of the John M. Rawlins Survey, Abstract 1208 Page 240 and G.K. Sneed Survey, Abstract No. 1278, City of Lancaster, Dallas County, Texas.
5. M24-14
Discuss and consider a resolution authorizing the City Manager to execute a development agreement with Base21, LLC; DC1776, LLC; and TXWL, LLC relating to site design elements and building materials for the construction on the properties addressed as 1201 and 1345 E. Belt Line Rd, and 1240 Greene Rd. being a 98.60 tract of land situated in the James McMillan Survey, Abstract No. 987, John Greene Survey, Abstract No. 504, and the Thomas M. Ellis Survey, Abstract 432, City of Lancaster, Dallas County, Texas.

PUBLIC HEARING:

6. Z24-3 Conduct a public hearing and consider an ordinance granting a rezoning request from Agricultural Open (AO), Lanport Overlay, and Logistics Port Planned Development (PD) to a Planned Development (PD) with Data Center uses, and limited Logistics Port B uses, increase the maximum allowable building height to 110-feet from the current 45-feet or 3 stories, as outlined in the Lanport Overlay, and provide a parking ratio consistent with a Data Center's working population on properties addressed as 1201 and 1345 E. Belt Line Rd., and 1240 Greene Rd. being a 98.60 acre tract of land, Abstract No. 504 a tract of land situated in the James McMillan Survey, Abstract No. 987, John Greene Survey, Abstract No. 504, and the Thomas M. Ellis Survey, Abstract 432, City of Lancaster, Dallas County, Texas.
7. M24-22 conduct a public hearing and consider an ordinance granting a special exception to Section 14.504 (a) (4) (A) Building Articulation - to not meet the required horizontal and vertical building articulation requirement on a property addressed as 2543 Balomede Avenue, City of Lancaster, Dallas County, Texas

EXECUTIVE SESSION:

8. In accordance with Chapter 551 Section 551.071 of the Texas Government Code (the Texas Open Meetings Act), 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:

1) Pleasant Run Road Improvements (Dallas County MCIP 31403).
9. 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 February 8, 2024, @ 9:50 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Carey D. Neal, Jr.
Deputy City Manager

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

1.

Meeting Date: 02/12/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s):

- Financially Sound Government
- Healthy, Safe & Engaged Community
- Sound Infrastructure
- Quality Development
- Professional and Committed City Workforce

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Consider approval of minutes from the Regular Meeting held on December 11, 2023.

Background:

Attached for your review and consideration are minutes from the City Council Regular Meeting held on December 11, 2023.

Attachments

Minutes - December 11, 2023

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF DECEMBER 11, 2023

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on December 11, 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 (Zoom)
Derrick Robinson
Mayor Pro Tem Mitchell Cheatham
Deputy Mayor Pro Tem Betty Gooden-Davis

City Staff Present (City Hall & Zoom):

Opal Mauldin-Jones, City Manager
Sorangel O. Arenas, City Secretary
David T. Ritter, City Attorney
Carey Neal, Deputy City Manager
Chris Youngman, Emergency Management Chief
Christine Harris, Director of Finance
Dori Lee, Assistant City Manager
Jermaine Sapp, Director of Equipment and Facility Services
Kenneth Johnson, Fire Chief
Lisa Wube, Director of Parks and Recreation
Sam Urbanski, Police Chief
Tracy Alexander, Human Resource Director
Vicki Coleman, Director of Development Services
Keaira English, Public Relations Manager
Greg Carrell, Assistant to the City Manager
Richard Piggatt, Assistant to the City Manager
Ron Gleaves, IT Manager
Stephanie Renteria, CS Administrative Secretary

Call to Order:

Mayor Hairston called the meeting to order at 7:05 p.m. on December 11, 2023.

Invocation:

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

Pledge of Allegiance:

Councilmember Robinson led the pledge of allegiance.

Public Testimony/Citizen's Comments:

Keaira English, 211 N. Henry Street, Lancaster, TX 75146; shared information on the Holiday Grease Roundup, updated trash pick-up schedules for the Holiday timeframe and the City of Lancaster's dog fostering program

Consent Agenda:

1. **Consider a resolution authorizing a first amendment to the agreement with Tera Tech, Inc. for debris removal monitoring and emergency management consulting in the event of a disaster.**
2. **Consider approval of minutes from the Special Meeting held on September 25, 2023, and the Regular Meeting held on October 9, 2023.**
3. **Consider a resolution amending the City Council Expenses, Meetings & Travel Reimbursement Policy.**
4. **Consider an amendment to Ordinance No. 2022-09-37 amending the Golf Course fund for Fiscal Year 2022-2023.**
5. **Consider a resolution declaring the official intent to reimburse expenses incurred for the purchase of land, design, construction and any other associated fees for fire station four.**

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, seconded by Councilmember Strain-Burk to approve consent items C1 – C5. The vote was cast 7 for, 0 against.

Action:

6. **M24-10 Discuss and consider a resolution authorizing the City Manager to execute a Development Agreement with CP Lancaster Land LP., relating to building materials for the development of the properties addressed as 901, 903, 905, 907, and 1104 E. Belt Line Road, and 900 & 1000 Greene Road being a 136.07 acre tract of land.**

City Manager Mauldin-Jones gave a staff report regarding action item 6.

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, seconded by Councilmember Mejia to approve item 6. The vote was cast 7 for, 0 against.

City Attorney Ritter advised that Councilmember Strain-Burk is recusing herself for Public Hearing Item 7.

Public Hearing:

7. **Z24-1 Conduct a public hearing and consider an ordinance to change the zoning from Light Industrial (LI), Agricultural Open (AO), Lanport Overlay Business Park Sub-District to a Planned Development with Data Center uses, and limited Lanport Overlay Business Park Sub-District uses, on a property addressed as 901, 903, 905, 907, & 1104 E. Belt Line Road and 900 & 1000 Greene Road being a 136.07 acre tract of land. The CP Beltline North Planned Development District will do the following: 1) Define Data Center; 2) Allow for data centers and limited Business Park Sub-District uses; 2) Increase the maximum allowable building height to 110-feet from the current 45-feet or 3-stories, as outlined in the Lanport Overlay; and 3) Provide a parking ratio consistent with a Data Center's working population.**

City Manager Mauldin-Jones gave a staff report regarding public hearing item 7.

Mayor Hairston opened the public hearing.

Mary Sykes, 525 E. Beltline Rd, Lancaster, TX 75146; shared her opposition for public hearing item 7.

Dan Grant, 2600 N. Central #400, Richardson, TX 75080; shared his support for public hearing item 7.

Tim Keith, 16400 N. Dallas Pkwy, Dallas, TX 75225; shared his support for public hearing item 7.

Lee Schmitt, 844 E. Beltline Rd, Lancaster, TX 75146; shared his support for public hearing item 7.

The City Council recessed at 7:29 p.m. and reconvened into open session at 7:39 p.m.

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, seconded by Mayor Pro Tem Cheatham to close the public hearing. The vote was cast 6 for, 0 against [Strain-Burk recused].

City Attorney Ritter advised council on the supermajority vote requirement per Local Government Code, Chapter 211, stipulates that 5 out of 6 votes are needed for this item to be approved.

Tim Keith, 16400 N. Dallas Pkwy, Dallas, TX 75225 the Developer requested that the City Council make a motion without prejudice on public hearing item 7.

City Attorney Ritter clarified that Section 211.006 of the Local Government Code stipulates a simple majority vote of the council, four out of six votes, is sufficient in the absence of a written protest from 20% of landowners

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Jaglowski to approve item 7. The vote was cast 6 for, 0 against [Strain-Burk recused].

- 8. Z24-2 Conduct a public hearing and consider the revocation of a Specific Use Permit. The property is addressed as 1452 N. I-35E, located north of the intersection of N. I-35E and W. Pleasant Run Road known as Lot 8, 9, & part of Lot 10 out of the Beckley City Lots Addition, Dallas County, City of Lancaster, Texas.**

City Manager Mauldin-Jones gave a staff report regarding public hearing item 8.

Mayor Hairston opened the public hearing.

Peter Kuanagh, 1620 Handley Dr, Dallas, TX 75208, a zoning consulting of the property owners, shared his opposition for public hearing item 8

Mahdi Huda, 1004 Walnut Falls Cir, Mansfield, TX 760632, the owners' wife shared her husband did not notify her or was made aware of the ongoing code violations due to his incarceration a year and 2 months ago. Mrs. Huda requested for an extension to resolve the problems and prevent property loss.

Peter Kauanagh, clarified that he was not notified of the property owner's incarceration until two weeks ago. He believed the issues were being addressed but received no further information.

City Attorney Ritter clarified that the summons was issued to the property owner, currently incarcerated, likely accounting for their absence at the court hearing. However, certified mail documentation confirms that the citations were sent to the listed address and signed for, indicating receipt.

MOTION: Mayor Pro Tem Cheatham made a motion, seconded by Deputy Mayor Pro Tem Gooden-Davis to close the public hearing. The vote was cast 7 for, 0 against.

MOTION: Councilmember Jaglowski made a motion, seconded by Deputy Mayor Pro Tem Gooden-Davis to revoke the SUP on item 8. The vote was cast 4 for, 2 against [Strain-Burk, Robinson], 1 abstain [Cheatham].

Action:

9. Discuss and consider a resolution approving the City of Lancaster Public Improvement District (PID) Advisory Board Appointments.

City Manager Mauldin-Jones gave a staff report regarding action item 9.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 9. The vote was cast 7 for, 0 against.

10. Discuss and consider confirmation of Civil Service Commission appointment as designated by the City Manager.

City Manager Mauldin-Jones nominated to re-appoint the following members:

<u>Members</u>	<u>Term Expires</u>
Corey Womack	2023
Keith Whitley, Vice Chair	2024
Audley Logan, Chair	2025

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve item 10. The vote was cast 7 for, 0 against.

11. Discuss and consider confirmation of appointments made by the Mayor for appointments to the City of Lancaster Zoning Board of Adjustment.

Mayor Hairston nominated to re-appoint the following members:

<u>Members</u>	<u>Term Expires</u>
Darlene Webb	2024
Vanessa Obi	2024
Deborah Taylor	2023
Margaret Brooks	2023
Sherri Williams	2023
Shanette Kennedy, Alternate	2023

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Gooden-Davis to approve item 1. The vote was cast 7 for, 0 against.

12. Discuss and consider the annual appointments to City of Lancaster Boards and Commissions.

Airport Advisory Board

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to reappoint all the members with terms expiring in 2025 for the Airport Advisory Board. The vote was cast 7 for, 0 against.

Animal Shelter Advisory Committee

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to reappoint Christye Boyd for the Animal Welfare position and Toryn Fowler to the regular position with terms expiring in 2025 for the Animal Shelter Advisory Committee. The vote was cast 7 for, 0 against.

MOTION: Councilmember Jaglowski made a motion to nominate Brooke Shepard for the alternate position.

MOTION: Councilmember Strain-Burk made a motion to nominate Miracle Bennett for the alternate position.

The roll call vote was cast 6 for, 1 against [Strain-Burk] to appoint Brooke Shepard for the alternate position with term expiring 2024 to the Animal Shelter Advisory Committee.

Capital Advisory Committee

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, seconded by Councilmember Strain-Burk to nominate Taushia Lafore to the alternate position with a term expiring 2024 for the Capital Advisory Committee. The vote was cast 7 for, 0 against

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to reappoint Daniel Holden, Pamela Davis Wagner for the regular positions and Pam Baugher for the realtor position with terms expiring in 2024 for the Capital Advisory Committee. The vote was cast 7 for, 0 against.

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to nominate Pablo Barbieri for the ETJ position with a term expiring 2024 to the Capital Advisory Committee. The vote was cast 7 for, 0 against.

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, to nominate Ijeoma Onyejiaka for the Real Estate/ Development position.

MOTION: Councilmember Strain-Burk made a motion to nominate Kirsten Wicks for the Real Estate/ Development position.

The roll call vote was cast 5 for, 2 against [Strain-Burk, Mejia] to appoint Ijeoma Onyejiaka for the alternate position with term expiring 2024 to the Capital Advisory Committee.

Economic Development Corporation Board (4A)

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to reappoint Adrienne Davis, Sandi Collier for reappointment with terms expiring in 2025 to the Economic Development Corporation Board. The vote was cast 7 for, 0 against.

Historic Landmark Preservation Committee

MOTION: Councilmember Strain-Burk made a motion, second by Councilmember Jaglowski to reappoint all the existing HLPC members with terms expiring 2025 to the Historic Landmark Preservation Committee. The vote was cast 7 for, 0 against.

Lancaster Recreational Development Corporation (4B)

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to reappointment all the existing members with terms expiring in 2025 to the Lancaster Recreational Development Corporation (4B). The vote was cast 7 for, 0 against

Lancaster State Auxiliary Museum Advisory Board

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to move alternate position Saran Sanchez to the regular position with term expiring in 2025 to the Lancaster State Auxiliary Museum Advisory Board. The vote was cast 7 for, 0 against

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, second by Councilmember Strain-Burk to reappoint Nicole Matthews, Cornelia McCowan to the regular position with terms expiring in 2024 and Karen Austin to the alternate position with term expiring in 2024 to the Lancaster State Auxiliary Museum Advisory Board. The vote was cast 7 for, 0 against

Library Advisory Board

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, seconded by Councilmember Robinson to nominate Debra Jackson to the regular position with term expiring in 2025 and Henry Jackson to the alternate position with term expiring in 2024 to the Library Advisory Board. The vote was cast 7 for, 0 against.

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Gooden-Davis to reappoint Cecelia J. Smith Whitson and Donna Ivy with terms expiring 2025 to the Library Advisory Board. The vote was cast 7 for, 0 against.

Park and Recreation Advisory Board

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to reappoint Abe Cooper, Alan Beavers and Andrea Bollin to the regular position, with terms expiring 2025 to the Park and Recreation Advisory Board. The vote was cast 7 for, 0 against.

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, second by Councilmember Strain-Burk to nominate Christian George to the alternate position with terms expiring 2026 to the Park and Recreation Advisory Board. The vote was cast 7 for, 0 against.

Planning and Zoning Commission

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to reappoint Temika Whitfield, Lawrence Prothro and Karen Collins to regular positions with terms expiring in 2025 to the Planning and Zoning Commission. The vote was cast 7 for, 0 against.

MOTION: Councilmember Jaglowski made a motion to nominate Sharonda Betts the alternate position.

MOTION: Councilmember Strain-Burk made a motion to nominate Sonja Ruston for the alternate position.

The roll call vote was cast 4 for, 3 against [Hairston, Strain-Burk, Cheatham] to appoint Sharonda Betts for the alternate position with term expiring 2023 to the Planning and Zoning Commission.

Property Standards and Appeals Board

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to reappoint Keven Allen, Cassondra Andrews and Donna Lee to the regular position, with terms expiring 2025 to the Property Standards and Appeals Board. The vote was cast 7 for, 0 against.

MOTION: Councilmember Jaglowski made a motion to nominate Juana Velasquez for the alternate position.

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion to nominate Sonja Ruston for the alternate position.

The roll call vote was cast 7 for, 0 against to appoint Sonja Ruston for the alternate position with a term expiring 2024 to the Property Standards and Appeals Board.

Public Engagement Committee

District 1 – Councilmember Strain-Burk nominated Debra Jackson.

District 2 – Councilmember Jaglowski nominated Ruby Thomas.

District 3 – Councilmember Mejia nominated Gabrielle Paulo.

District 4 – Councilmember Robinson nominated Henry Jackson

District 5 – Mayor Pro Tem Cheatham nominated Ryan Rodriguez

District 6 – Deputy Mayor Pro Tem Gooden-Davis nominated Sherry Calloway

Mayor Hairston nominated Adaliese Harris

City Secretary Arenas informed City Council that nominations cannot include individuals recently appointed to any other board.

District 1 – Councilmember Strain-Burk committee member is vacant – pending nomination.

District 4 – Councilmember Robinson committee member is vacant – pending nomination.

Youth Advisory Committee Adult Sponsor

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Gooden-Davis to nominate Marquita Mitchell for the regular position with term expiring 2025 for the Youth Advisory Committee Adult Sponsor. The vote was cast 7 for, 0 against.

Airport Advisory Board

Members	Term Expires	Position
Dean Byers	2025	Regular Position
John Stewart	2025	Regular Position
Kurtis Samples	2025	Regular Position

Animal Shelter Advisory Committee

Members	Term Expires	Position
Christye Boyd	2025	Animal Welfare Position
Toryn Fowler	2025	Regular Position
Brooke Shepard	2024	Alternate Position

Capital Improvements Advisory Committee

Members	Term Expires	Position
Taushia Laflore	2024	Alternate Position
Daniel Holden	2025	Regular Position
Pamela Davis Wagner	2025	Regular Position
Pam Baugher	2025	Real Estate Development
Pablo Barbieri	2024	ETJ Position
Ijeoma Onyejiaka	2024	Real Estate, Development, Building Industries

Economic Development Corporation Board (4A)

Members	Term Expires	Position
Adrienne Davis	2025	Regular Position
Sandi Collier	2025	Regular Position

Historic Landmark Preservation Committee

Members	Term Expires	Position
Glenn Hooper	2025	Architect Position
Russell Webb	2025	Property Owner In The Historic District Position
Paul Wiseman	2025	Real Estate Broker And Business Manager Position

Lancaster Recreational Development Corporation (4A)

Members	Term Expires	Position
Harmonica Mays	2025	Regular Position
Lamonica Hudleton	2025	Regular Position
Mary Sykes	2025	Regular Position
William Freeman	2025	Regular Position

Lancaster State Auxiliary Museum Advisory Board

Members	Term Expires	Position
Saran Sanchez	2025	Regular Position
Cornelia Mccowan	2025	Regular Position
Nicole Matthews	2025	Regular Position
Karen Austin	2024	Alternate Position

Library Advisory Board

Members	Term Expires	Position
Debra Jackson	2025	Regular Position
Henry Jackson	2024	Alternate Position
Cecelia J. Smith Whitson	2025	Regular Position

Park And Recreation Advisory Board

Members	Term Expires	Position
Abe Cooper	2025	Regular Position
Alan Beavers	2025	Regular Position
Andrea Bollin	2025	Regular Position
Kirsten George	2024	

Planning And Zoning Commission

Members	Term Expires	Position
Karen Collins	2025	Regular Position
Lawrence Prothro	2025	Regular Position
Temika Whitfield	2025	Regular Position
Sharonda Betts	2024	Alternate Position

Property Standards And Appeals Board

Members	Term Expires	Position
Cassandra Andrews	2025	Regular Position
Donna Lee	2025	Regular Position
Kevin Allen	2025	Regular Position
Sonja Ruston	2024	Alternate Position

Public Engagement Committee

Members	Term Expires	Position
Vacant	2024	Appointed By District 2
Ruby Thomas	2025	Appointed By District 2
Gabrielle Paulo	2025	Appointed By District 3
Vacant	2026	Appointed By District 4
Ryan Rodriguez	2026	Appointed By District 5
Sherry Callaway	2026	Appointed By District 6
Adaliese Harris	2026	Appointed By Mayor

Youth Advisory Committee

Marquita Mitchell	2025	Adult Sponsor
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Executive Session:

13. The City Council shall convene into closed executive session pursuant to Texas Gov't Code Section 551.071(1)(a) (pending or contemplated litigation) to seek legal advice from the City Attorney re:

1. In re: Aqueous Film-Forming Foam Products Liability Litigation MDL, pending in the U.S. District Court for the S.D. of South Carolina, related proposed 3M Global Settlement, and related matters
2. Dallas County Master Capital Improvement (MCIP) project 31403, Pleasant Run Road improvements.

14. 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 9:19 p.m. and reconvened into open session at 9:58 p.m.

No action.

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

The meeting was adjourned at 10:00 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: 02/12/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Sound Infrastructure

Submitted by: Jermaine Sapp, Director Equipment & Facilities

Agenda Caption:

Consider a resolution authorizing award of RFP 2023-17 to Assured Mechanical Solutions for the maintenance and repair of the Heating Ventilation and Air Conditioning (HVAC) units within City Facilities in an amount not to exceed one hundred thirty-one thousand four hundred sixteen dollars and seventy-six cents (\$131,415.76).

Background:

The City owns, utilizes and maintains seventeen (17) facilities with heating, ventilation and air conditioning units. Assured Mechanical Solutions provides routine and preventive maintenance to the HVAC equipment. This is a request for a full one-year maintenance agreement, excluding the complete unit replacement. These buildings include: Ames Pump Station, Lancaster Regional Airport, Animal Shelter, City Hall, Community House, Municipal Court, Fire Station #2, Fire Station #3, Country View Golf Course, Veterans Memorial Library, Public Safety Building/Fire Station #1, James Williams Pump Station, Recreation Center, Senior Life Center, Fleet Service Center, and the State Auxiliary Museum and Visitors Center.

Operational Considerations:

This routine and preventative maintenance agreement includes full service maintenance, filter replacement, labor and trip fees, including refrigerant, but excluding complete replacement.

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 in accordance with the Texas Open Meetings Act. Bids were advertised in the Focus Daily News on October 4, 2023, and October 11, 2023. Bids were posted on the City's electronic procurement system on October 4, 2023. A pre-bid meeting was held on October 11, 2023, bids were closed on October 27, 2023, and bids were opened on October 4, 2023.

Fiscal Impact:

Funding is included in the FY 23/24 operating budget and will not exceed one hundred thirty-one thousand four hundred sixteen dollars and zero cents (\$131,415.76).

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

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS AWARDED RFP 2023-17 AND APPROVING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT WITH ASSURED MECHANICAL SOLUTIONS FOR PREVENTATIVE MAINTENANCE AND REPAIRS TO THE HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS (HVAC) FOR CITY FACILITIES AS IDENTIFIED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED SIXTEEN DOLLARS AND SEVENTY -SIX CENTS (\$131,415.76); 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 Lancaster desires a professional services agreement with Johnson Controls, Incorporated for Heating Ventilation and Air Conditioning preventative maintenance and services.

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

SECTION 1. That the City Council hereby authorize a contract for professional services agreement with Assured Mechanical Solutions for the replacement of aging HVAC (Heating, Ventilation and Air Conditioning) and various repairs for seventeen city buildings in an amount not to exceed one hundred thirty-one thousand four hundred sixteen dollars and seventy-six cents (\$131,415.76), which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 4. That the City Manager of the City of Lancaster, Texas is hereby authorized to execute the agreement as depicted in Exhibit "A".

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 12th day of February, 2024.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

CITY OF LANCASTER, TEXAS GENERAL TERMS AND CONDITIONS

1. **THESE TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY OF LANCASTER (CITY); TAKING EXCEPTION TO THESE TERMS MAY DEEM A RESPONSE AS NON-RESPONSIVE.**
2. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services ordered hereby, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City, unless agreed upon in writing through a proposal process.
3. **CONFLICTS:** In the event the terms and conditions herein expressed conflict with the terms and conditions of any specifications issued by the City in conjunction with this purchase, the specifications shall supersede these terms and conditions to the extent of the conflict.
4. **AUTHORIZATION:** The City of Lancaster will not accept or pay for articles delivered or services performed without a specific written Purchase Order.
5. **CONFORMITY OF GOODS/SERVICES:** All goods to be delivered or services to be performed shall conform in every respect to the specifications issued by the City in conjunction with its solicitation of bids or proposals. In the event no such specifications were issued, the goods or services shall conform to the proposal submitted by the vendor.
6. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By acceptance of this order, in addition to the guarantees and warranties provided by law, Contractor expressly guarantees and warrants as follows:

FOR TANGIBLE GOODS:

- A. that the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the Contractor will bear the cost of inspecting and/or testing articles rejected.
- B. that the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the Contractor will, at Contractor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
- C. that the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
- D. that nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.

FOR PROFESSIONAL OR OTHER SERVICES:

- E. that the services to be performed hereunder will be in full conformity with: (i) professional standards applicable to the services rendered (such as engineering, legal, medical, or accounting services), or (ii) for services rendered other than professional services) to such generally accepted industry standards as are applicable to the services rendered and work done; and that this warranty shall survive acceptance of the services (and any associated deliverables) any payment for the services.
7. **PRICING:** Unit pricing shall be in strict conformity with the bid or proposal submitted by vendor, unless a price increase is authorized by the City.
8. **PRICE ESCALATION:** Price escalations may be permitted by the City of Lancaster during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the Contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the products(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Lancaster reserves the right to accept or reject any/all price escalations.
9. **PRICE REDUCTION:** If during the life of the contract, the Contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Lancaster's contracted prices, an equitable adjustment shall be made in the contract price.
10. **TAXES:** The City of Lancaster is exempt from federal manufacturer's excise and state sales and use tax. Tax exemption certificates will be executed by the City and furnished upon request.
11. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

CITY OF LANCASTER, TEXAS
GENERAL TERMS AND CONDITIONS

12. **F.O.B./DAMAGE:** All orders shall be F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Lancaster assumes no liability for goods delivered in damaged or unacceptable condition. The Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage. In instances where City discovers concealed damage to property and such property will require shipment back to Contractor, Contractor shall be solely responsible for shipping fees.
13. **DELIVERY TIMES & INSTALLATION:** Deliveries will be acceptable only during normal working hours at the designated location. Regarding installation services, the Contractor shall be responsible to remove from City property and dispose of all waste and packaging material in a lawful manner.
14. **DELIVERY PROMISE – PENALTIES:** Default in promised delivery without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods/services elsewhere, and charge any increase in cost and handling to the defaulting Contractor.
15. **INSPECTION, REJECTION, AND EXCESS SHIPMENT:** In addition to other rights provided by law, the City reserves the right (a) to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, (b) to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and (c) to cancel the order if not filled within the time specified. The City may return rejected articles or excess shipment on this order, or may hold the articles subject to the vendor's order and at vendor's risk and expense, and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expenses.
16. **INVOICES:** Invoices must be submitted by the Contractor to the City of Lancaster, Accounts Payable by emailing your invoice to Accounts-payable@lancaster-tx.com]. The City Purchase Order number **must** appear on all invoices, delivery memoranda, bills of lading, packing and correspondence.
17. **PAYMENT TERMS:** Payment terms are pursuant to the Texas Prompt Payment Act unless otherwise specified by the City. Upon receipt of a properly executed invoice from the vendor payment will be processed for items or services delivered.
18. **PATENT RIGHTS:** The Contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
19. **FUNDING:** The Contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Lancaster, which fiscal year ends on September 30th of each year, shall be subject to Lancaster City Council approval. In the event that the Lancaster City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
20. **ASSIGNMENT:** Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned without the prior written consent of City, and that no part or feature of the work will be assigned to anyone objectionable to City. Contractor further agrees that subcontracting any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. Failure to obtain City's written consent prior to assignment of this Contract as set forth herein, may result in termination of this Contract at the City's discretion, without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract. If the City elects to terminate this Contract, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term.
21. **AUDIT:** The City of Lancaster reserves the right to audit the records and performance of Contractor during the contract and for three years thereafter.
22. **INSURANCE:** The City requires Contractor to carry the minimum insurance as required by state laws and insurance requirements outlined in the bid/proposal documents.
23. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Lancaster.
24. **INDEMNIFICATION:** Contractor agrees to defend, indemnify and hold the City and its respective officers, agents and employees, harmless against any and all claims, lawsuits, judgments, fines, penalties, costs and expenses for personal injury (including death), property damage, intellectual property infringement claims (including patent, copyright and trademark infringement) or other harm or violations for which recovery of damages, fines, or penalties is sought, suffered by any person or persons that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of the contract, violations of law, or by any negligent, grossly negligent, intentional, or strictly liable act or omission of the Contractor, its officers, agents, employees, invitees, subcontractors, or sub-subcontractors and their respective officers, agents, or representatives, or any other persons or entities for which the

CITY OF LANCASTER, TEXAS GENERAL TERMS AND CONDITIONS

Contractor is legally responsible in the performance of the contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City, and its officers, agents, employees or separate Contractors. City does not waive any governmental immunity or other defenses available to it under Texas or federal law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Contractor, at its own expense, is expressly required to defend City against all such claims. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this agreement. If Contractor fails to retain counsel within the required time period, City shall have the right to retain defense counsel on its own behalf and Contractor shall be liable for all costs incurred by City.

In addition to Contractor's intellectual property infringement indemnification and defense requirements herein, if an infringement claim occurs, or in Contractor's opinion is likely to occur, Contractor shall, at its expense: (a) procure for City the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant City a reimbursement for the product. Contractor will proceed under subsection (c) above only if subsections (a) and (b) prove to be commercially unreasonable.

The intellectual property infringement indemnification herein applies to all products provided, supplied or sold under this agreement by Contractor to City whether manufactured by Contractor or a third party. Contractor represents that, to the best of its knowledge, City's use of products that are provided supplied, or sold by Contractor to City as part of this agreement does not constitute an infringement of any intellectual property rights and City has the legal right to use said products. City enters into this agreement relying on this representation.

The indemnification herein survives the termination of the contract and/or dissolution of this agreement including any infringement cure provided by the Contractor.

25. **TERMINATION:** City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City. If the City elects to terminate this Agreement, the Contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term.
26. **TERMINATION FOR DEFAULT:** The City of Lancaster reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award contract to another Contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting Contractor.
27. **REMEDIES:** The Contractor and the City of Lancaster agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
28. **VENUE:** This agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Dallas County, Texas. Exclusive venue shall be in Dallas County, Texas.
29. **NO PROHIBITED INTEREST/COMPLIANCE WITH EQUAL RIGHTS ORDINANCE:** Contractor acknowledges and represents that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service....."
30. **DELINQUENT TAXES:** Payment to a Contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the Contractor owes delinquent taxes to the City.
31. **WORKFORCE:**
 - A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
 - B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while in the course and scope

CITY OF LANCASTER, TEXAS GENERAL TERMS AND CONDITIONS

of delivering goods or services under a City of Lancaster contract on the City's property;

- i. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and must not employ such worker again on Contract services without the City's prior written consent.

D. The immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The Contractor warrants that Contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that Contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

32. STATUTORY CONTRACTING REQUIREMENTS:

A. As required by Texas Government Code Section 2270.002, the Contractor certifies the following:

- i. The Contractor does not boycott Israel;
- ii. The Contractor will not boycott Israel during the term of the contract.

B. As required by Texas Government Code Section 2252.152, the Contractor certifies the following:

- i. The Contractor is not on the Texas State Comptroller's list of companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations pursuant to Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.



2023-17 Addendum 6

Assured Mechanical Solutions

Supplier Response

Event Information

Number: 2023-17 Addendum 6
Title: HVAC Maintenance & Repairs
Type: Request for Proposal
Issue Date: 10/4/2023
Deadline: 10/27/2023 03:00 PM (CT)
Notes: The City of Lancaster is seeking a city-wide maintenance contract for service and preventative maintenance of all HVAC units. The contract includes the service, maintenance, preventative maintenance.

Contact Information

Contact: Cheryl Womble, CTCD/CTCM Purchasing Agent
Address: Purchasing
PO Box 940
Lancaster, TX 75146
Phone: (972) 218-1329
Fax: (972) 218-3621
Email: cwomble@lanaster-tx.com

Assured Mechanical Solutions Information

Contact: Sonya Roberts
Address: 955 Cedarview Dr
Cedar Hill, TX 75104
Phone: (214) 543-2864
Fax: (888) 213-7868
Email: sonya@amsdfw.com
Web Address: www.assuredmechanicalsolutions.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. <P> Please feel free to call us if you require any assistance with the response. <P> Emailed or Fax submissions will not be accepted.

Sonya Roberts

Signature

Submitted at 10/27/2023 01:40:50 PM (CT)

service@amsdfw.com

Email

Requested Attachments

References

Reference doc.pdf

Valid Reference Email addresses are REQUIRED. YOU MUST PROVIDE REFERENCES THAT YOU HAVE VERIFIED AND THEY HAVE AGREED TO PROVIDE REFERENCES WHEN WE EMAIL THEM FOR THE REFERENCE RESPONSE. Failure to receive positive responses will result in a non-award status for your proposal. The vendor must download the References page from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Current W-9 Tax Form

Bid Form W-9.pdf

You are required by the City of Lancaster to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by the City of Lancaster to properly identify your entity.

Bid Form Vendor Information Sheet

Bid Form Vendor Information Sheet.pdf

You are required by the City of Lancaster to upload a current Vendor Information Form for your entity. This form will be utilized by the City of Lancaster to properly identify your entity.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Bid Form COI.pdf

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included under the attachments tab.

Israel Boycott Verification

Bid Form for Israel.pdf

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

D/M/WBE Certification OPTIONAL

Certificate mbe.pdf

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

HUB.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Response Attachments

Building Totals.xlsx

Building totals spreadsheet

Bid Attributes

1 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

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

3 Notification

How did you hear about this bid opportunity?

4 Annual Contract

This agreement will contain a fixed pricing structure for the term of the agreement. Quantities shown are estimates and NOT a commitment to buy any specific quantity. Orders will be placed on a non-exclusive, "as needed", basis. Orders placed by the City of Lancaster will be done with a purchase order.

☒ I Agree

5 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

6 PROHIBITION OF BOYCOTT OF ENERGY COMPANIES

By accepting this contract or purchase order, Vendor verifies that is does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

☒ I Agree

7 Company Ownership

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

No

8 Cooperative Agreement

Should other Government Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply? If you, the Vendor checked yes, the following will apply: Government entities utilizing Inter-Governmental Contracts with the City of Lancaster will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than the City of Lancaster will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Lancaster will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material/service as needed.

Yes

9 Conflict of Interest 1

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose on this form the vendor name, person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, the questionnaire must be filed with the Purchasing Agent of the City of Lancaster not later than the 7th business day after the date the person becomes aware of the facts that require the statement to be filed. ** Please return the completed form to City of Lancaster, Attn: Purchasing, PO Box 940, Lancaster, TX 75146. ** See Section 176.006 of the Local Government Code for further details. Note: A person commits an offense (Class C misdemeanor) if the person violates Section 176.006. ** A City of Lancaster employee or officer is defined as a member of the Lancaster City Council, Lancaster Economic Development Corporation Board of Directors, Lancaster Recreational Development Corporation Board of Directors, Housing-Finance Corporation Board of Directors, and any employee of the City that makes purchasing decisions or recommendations regarding the use of funds of the City or said corporations.

10 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 to any official or employee

11 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the electronic opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he/she/they/them has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

☒ I Agree

12 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

1
3**Electronic Payment**

If you would like your payment sent electronically (EFT), please provide your accounts receivable contact information. Please provide name and email.

Sonya Roberts accounts@amsdfw.com

1
4**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

1
5**PROPERTY TAXES**

Please indicate whether you or your company, owe delinquent property taxes to the City whether under an assumed name, partnership, corporation, or any other legal form.

I do not owe property Taxes

1
6**MWBE 1**

Is your company M/WBE or HUB certified?

Yes

1
7**MWBE 2**

If yes, what is your certification number?

DL02100

1
8**MWBE 3**

If yes, what agency completed the certification?

DALLAS/FORT WORTH MINORITY SUPPLIER DEVELOPMENT COUNCIL

1
9**MWBE 4**

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

07/31/2024

2
0**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

2
1**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?**

2
2**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?

2
3**Reciprocal Information 3**

If Yes, What is the dollar increment or percentage?

2
4**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.

☒ Agree2
5**T&C Acknowledgement**

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

☒ I Agree2
6**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 Agree2
7**Contract Clause**

Bidder affirms that submittal of this bid, and when properly accepted by the City of Lancaster, shall constitute a contract equally binding between the successful bidder and the City. No different or additional terms will become a part of this contract with the exception of change orders.

☒ I Agree2
8**Insurance**

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

☒ I Understand2
9**County**

What county is your principal place of business located?

3
0**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.

☒ Understood3
1**Audit**

The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three years thereafter.

☒ Understood3
2**Variations from Specifications**

Variations from the Specifications may be acceptable provided such differences are noted on the bid and are deemed to be advantageous to the City.

☒ Understood3
3**Questions**

All questions shall be addressed electronically through the e-bid site.

☒ I Agree3
4**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 Understand3
5**Payment Terms**

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

☒ I Agree3
6**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 Agree3
7**Late Submission**

Bids/RFPs are not accepted after the closing date and time. The City of Lancaster is not responsible for 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 Understand3
8**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

39	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. <div style="border: 1px solid black; padding: 2px; width: fit-content;">No Deviations</div>
40	Price Increases Prices are firm for the first year. Any price increase after year one, must be justified and documentation submitted. Price increases may not exceed the current Consumer Price Index (U) for the D/FW Region. <input checked="" type="checkbox"/> Agree
41	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. <input checked="" type="checkbox"/> Understood
42	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 and have been approved by the City of Lancaster and he/she has received notice to proceed in writing and an executed copy of the contract from the City of Lancaster. <input checked="" type="checkbox"/> I Agree

Bid Lines

1	Airport (New Terminal Building) 950 Ferris Rd, Lancaster, TX 75146 Quantity: <u> 1 </u> UOM: <u> Unit </u> Unit Price: <div style="border: 1px solid black; padding: 2px; text-align: right;">\$613.12</div> Total: <div style="border: 1px solid black; padding: 2px; text-align: right;">\$613.12</div> Item Notes: Product: Heat Pump, Air Cooled, 0-5 Tons CU-7 Heat Pump, Air Cooled, Model/Serial 1-17FEEUJQ <div style="text-align: center;">Item Attributes below must equal the bid line Total for this unit.</div> <div style="border-top: 1px solid black; padding-top: 5px;"> Item Attributes </div> <div style="margin-top: 10px;"> 1. Condenser Coil Cleaning - Service Needed: 1 time per year <div style="border: 1px solid black; padding: 2px; text-align: right; width: 150px; margin: 5px auto;">\$100</div> </div> <div style="margin-top: 10px;"> 2. Cooling Comprehensive - Service Needed: 1 time per year <div style="border: 1px solid black; padding: 2px; text-align: right; width: 150px; margin: 5px auto;">\$112.5</div> </div> <div style="margin-top: 10px;"> 3. Electric Heating Comprehensive - Service Needed: 1 time per year <div style="border: 1px solid black; padding: 2px; text-align: right; width: 150px; margin: 5px auto;">\$112.5</div> </div> <div style="margin-top: 10px;"> 4. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year <div style="border: 1px solid black; padding: 2px; text-align: right; width: 150px; margin: 5px auto;">\$150</div> </div> <div style="margin-top: 10px;"> 5. Return Air Filter Change - Service Needed: 4 times per year <div style="border: 1px solid black; padding: 2px; text-align: right; width: 150px; margin: 5px auto;">\$138.32</div> </div>
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2 Airport (New Terminal Building) 950 Ferris Rd, Lancaster, TX 75146Quantity: 1 UOM: Unit Unit Price: Total: Item Notes: Product: Split System, Cooling with Electric Heat, <7.5 Tons
SS 1 New Airport, Model/Serial # 1-17FEJ431Item Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Condenser Coil Cleaning - Service Needed: 1 time per year****2. Cooling Comprehensive - Service Needed: 1 time per year****3. Electric Heating Comprehensive - Service Needed: 1 time per year****4. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year****5. Return Air Filter Change - Service Needed: 4 times per year****3 Airport (New Terminal Building) 950 Ferris Rd, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: Total: Item Notes: Product: Split System, Cooling with Electric Heat, <7.5 Tons
SS 2 New Airport, Model/Serial # 1-17FEJ43VItem Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Condenser Coil Cleaning - Service Needed: 1 time per year****2. Cooling Comprehensive - Service Needed: 1 time per year****3. Electric Heating Comprehensive - Service Needed: 1 time per year****4. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year****5. Return Air Filter Change - Service Needed: 4 times per year**

4 Airport (New Terminal Building) 950 Ferris Rd, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: Total:

Item Notes: Product: Split System, Cooling with Electric Heat, <7.5 Tons
SS 3 New Airport, Model/Serial # 1-17FEJ44H

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Condenser Coil Cleaning - Service Needed: 1 time per year

2. Cooling Comprehensive - Service Needed: 1 time per year

3. Electric Heating Comprehensive - Service Needed: 1 time per year

4. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

5. Return Air Filter Change - Service Needed: 4 times per year

5 Airport (New Terminal Building) 950 Ferris Rd, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: Total:

Item Notes: Product: Split System, Cooling with Electric Heat, <7.5 Tons
SS 4 New Airport, Model/Serial # 1-17FEJ453

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Condenser Coil Cleaning - Service Needed: 1 time per year

2. Cooling Comprehensive - Service Needed: 1 time per year

3. Electric Heating Comprehensive - Service Needed: 1 time per year

4. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

5. Return Air Filter Change - Service Needed: 4 times per year

6 Airport (New Terminal Building) 950 Ferris Rd, Lancaster, TX 75146Quantity: 1 UOM: Unit Unit Price: \$613.12 Total: \$613.12 Item Notes: Product: Split System, Cooling with Electric Heat, <7.5 Tons
SS 5 New Airport, Model/Serial # 1-17FEJ45PItem Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Condenser Coil Cleaning - Service Needed: 1 time per year** \$100 **2. Cooling Comprehensive - Service Needed: 1 time per year** \$112.5 **3. Electric Heating Comprehensive - Service Needed: 1 time per year** \$112.5 **4. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year** \$150 **5. Return Air Filter Change - Service Needed: 4 times per year** \$138.32 **7 Airport (New Terminal Building) 950 Ferris Rd, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: \$613.12 Total: \$613.12 Item Notes: Product: Split System, Cooling with Electric Heat, <7.5 Tons
SS 6 New Airport, Model/Serial # 1-17FEJ46BItem Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Condenser Coil Cleaning - Service Needed: 1 time per year** \$100 **2. Cooling Comprehensive - Service Needed: 1 time per year** \$112.5 **3. Electric Heating Comprehensive - Service Needed: 1 time per year** \$112.5 **4. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year** \$150 **5. Return Air Filter Change - Service Needed: 4 times per year** \$138.32

8 Ames Pump Station 3624 Ames Rd, Lancaster, TX 75134Quantity: 1 UOM: Unit Unit Price: Total: Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons
1 Wall mount unit, MFG Marvair, Model AVP48ACD090CU-100-VAR, Serial LY-F119668-0-1Item Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Condenser Coil Cleaning - Service Needed: 1 time per year****2. Cooling Comprehensive (without Economizer) - Service Needed: 1 time per year****3. Electric Heating Comprehensive (without Economizer) - Service Needed: 1 time per year****4. Operational (Mid Season Cooling/Heating without Economizer) - Service Needed: 2 times per year****5. Return Air Filter Change - Service Needed: 4 times per year****9 Ames Pump Station 3624 Ames Rd, Lancaster, TX 75134**Quantity: 1 UOM: Unit Unit Price: Total: Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons
2 Wall mount unit, MFG Marvair, Model AVP60ACD090CU-100-VAR, Serial LY-P119667-0-1Item Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Condenser Coil Cleaning - Service Needed: 1 time per year****2. Cooling Comprehensive (without Economizer) - Service Needed: 1 time per year****3. Electric Heating Comprehensive (without Economizer) - Service Needed: 1 time per year****4. Operational (Mid Season Cooling/Heating without Economizer) - Service Needed: 2 times per year****5. Return Air Filter Change - Service Needed: 4 times per year**

10 Ames Pump Station 3624 Ames Rd, Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: Total:

Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons
3 Wall mount unit, MFG Marvair, Model AVP60ACD090CU-100-VAR, Serial LY-FY119667-900-1

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Condenser Coil Cleaning - Service Needed: 1 time per year

2. Cooling Comprehensive (without Economizer) - Service Needed: 1 time per year

3. Electric Heating Comprehensive (without Economizer) - Service Needed: 1 time per year

4. Operational (Mid Season Cooling/Heating without Economizer) - Service Needed: 2 times per year

5. Return Air Filter Change - Service Needed: 4 times per year

11 Animal Shelter 690 E Main St, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: Total:

Item Notes: Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 15.5-25 Tons
RTU-1, MFG Aaon, Inc., Model RN-020-2-0-BB02-349, Serial 201812-BNGP74028

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

2. Condenser Coil Cleaning - Service Needed: 1 time per year

3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year

4. Gas Heating Comprehensive (with Economizer) - Service Needed: 1 time per year

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

6. Standard Filter Change - Service Needed: 4 times per year

1
2**Animal Shelter 690 E Main St, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: Total: Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
SS-1, MFG JCI-YORK, Model YCE30B21HA, Serial W1B7419460Item Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Belt Change - Service Needed: 1 time per year****2. Condenser Coil Cleaning - Service Needed: 1 time per year****3. Cooling Comprehensive - Service Needed: 1 time per year****4. Gas Heating Comprehensive - Service Needed: 1 time per year****5. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year****6. Return Air Filter Change - Service Needed: 4 times per year**1
3**Animal Shelter 690 E Main St, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: Total:

Item Notes: Product: Exhaust Fans

Item Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Belt Change - Service Needed: 1 time per year****2. Condenser Coil Cleaning - Service Needed: 1 time per year****3. Cooling Comprehensive - Service Needed: 1 time per year****4. Gas Heating Comprehensive - Service Needed: 1 time per year****5. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year****6. Return Air Filter Change - Service Needed: 4 times per year**

1
4**City Hall (Municipal Center) 211 N Henry St, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: \$1,044.63 Total: \$1,044.63Item Notes: Project: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, 8-15 Ton
RTU-1, MFG JCI-YORK, Model DF090C00N2AAA4, Serial N0A6845200Item Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Belt Change - Service Needed: 1 time per year**\$53.63**2. Condenser Coil Cleaning - Service Needed: 1 time per year**\$100**3. Cooling Comprehensive (without Economizer) - Service Needed: 1 time per year**\$112.5**4. Electric Heating Comprehensive (without Economizer) - Service Needed: 1 time per year**\$112.5**5. Operational (Mid Season Cooling/Heating without Economizer) - Service Needed: 2 times per year**\$150**6. Return Air Filter Change - Service Needed: 4 times per year**\$516.001
5**City Hall (Municipal Center) 211 N Henry St, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: \$976.00 Total: \$976.00Item Notes: Project: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, 8-15 Ton
RTU-2, MFG JCI-YORK, Model ZJ060C00N2AAA1C, Serial N0H9107482Item Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Belt Change - Service Needed: 1 time per year**\$72.82**2. Condenser Coil Cleaning - Service Needed: 1 time per year**\$100**3. Cooling Comprehensive (without Economizer) - Service Needed: 1 time per year**\$112.5**4. Electric Heating Comprehensive (without Economizer) - Service Needed: 1 time per year**\$112.5**5. Operational (Mid Season Cooling/Heating without Economizer) - Service Needed: 2 times per year**\$150**6. Return Air Filter Change - Service Needed: 4 times per year**\$429.00

1
6**City Hall (Municipal Center) 211 N Henry St, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: \$977.63 Total: \$977.63Item Notes: Project: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, 8-15 Ton
RTU-3, MFG JCI-YORK, Model ZF102C00N2AAA5A, Serial N1B0564730Item Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Belt Change - Service Needed: 1 time per year**\$73.63**2. Condenser Coil Cleaning - Service Needed: 1 time per year**\$100**3. Cooling Comprehensive (without Economizer) - Service Needed: 1 time per year**\$112.5**4. Electric Heating Comprehensive (without Economizer) - Service Needed: 1 time per year**\$112.5**5. Operational (Mid Season Cooling/Heating without Economizer) - Service Needed: 2 times per year**\$150**6. Return Air Filter Change - Service Needed: 4 times per year**\$4291
7**City Hall (Municipal Center) 211 N Henry St, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: \$977.63 Total: \$977.63Item Notes: Project: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, 8-15 Ton
RTU-4, MFG JCI-YORK, Model DF120C00N2AAA3C, Serial N0H6842190Item Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Belt Change - Service Needed: 1 time per year**\$73.63**2. Condenser Coil Cleaning - Service Needed: 1 time per year**\$100**3. Cooling Comprehensive (without Economizer) - Service Needed: 1 time per year**\$112.5**4. Electric Heating Comprehensive (without Economizer) - Service Needed: 1 time per year**\$112.5**5. Operational (Mid Season Cooling/Heating without Economizer) - Service Needed: 2 times per year**\$150**6. Return Air Filter Change - Service Needed: 4 times per year**\$429

1
8**City Hall (Municipal Center) 211 N Henry St, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: \$996.16 Total: \$996.16Item Notes: Project: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, 8-15 Ton
RTU-5, MFG JCI-YORK, Model DF090C00N2AAA4, Serial N0A6845303**Item Attributes** below must equal the bid line **Total** for this unit.**Item Attributes****1. Belt Change - Service Needed: 1 time per year**\$73.18**2. Condenser Coil Cleaning - Service Needed: 1 time per year**\$100**3. Cooling Comprehensive (without Economizer) - Service Needed: 1 time per year**\$112.5**4. Electric Heating Comprehensive (without Economizer) - Service Needed: 1 time per year**\$112.5**5. Operational (Mid Season Cooling/Heating without Economizer) - Service Needed: 2 times per year**\$150**6. Return Air Filter Change - Service Needed: 4 times per year**\$447.981
9**Community House 100 N Henry St, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: \$595.06 Total: \$595.06Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
SS-1 Split feeds kitchen, MFG Guardian, Model GAW14L60C22SA, Serial W1L7178363**Item Attributes** below must equal the bid line **Total** for this unit.Supplier Notes: Community House does not show a belt on the list provided.**Item Attributes****1. Belt Change - Service Needed: 1 time per year**\$0**2. Condenser Coil Cleaning - Service Needed: 1 time per year**\$100**3. Cooling Comprehensive - Service Needed: 1 time per year**\$112.5**4. Gas Heating Comprehensive - Service Needed: 1 time per year**\$112.5**5. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year**\$150

6. Return Air Filter Change - Service Needed: 4 times per year**20 Community House 100 N Henry St, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: Total: Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
SS-2 Split south side of building, MFG Guardian, Model GAW14L60C22SA, Serial W1A8425781**Item Attributes** below must equal the bid line **Total** for this unit.Supplier Notes: **Item Attributes****1. Belt Change - Service Needed: 1 time per year****2. Condenser Coil Cleaning - Service Needed: 1 time per year****3. Cooling Comprehensive - Service Needed: 1 time per year****4. Gas Heating Comprehensive - Service Needed: 1 time per year****5. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year****6. Return Air Filter Change - Service Needed: 4 times per year****21 Country View Golf Club 240 W Belt Line Rd, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: Total: Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
SS-1 MFG Arcoaire, Model CAS072HAA0A00AA, Serial C184890250**Item Attributes** below must equal the bid line **Total** for this unit.**Item Attributes****1. Belt Change - Service Needed: 1 time per year****2. Condenser Coil Cleaning - Service Needed: 1 time per year****3. Cooling Comprehensive - Service Needed: 1 time per year****4. Gas Heating Comprehensive - Service Needed: 1 time per year**

5. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$542.24

2
2

Country View Golf Club 240 W Belt Line Rd, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$613.32 Total: \$613.32

Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
SS-2, cooling with gas heating, twin furnace, Model YC090C00A2AAA4A, Serial N1F6722500

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

2. Cooling Comprehensive - Service Needed: 1 time per year

\$112.5

3. Gas Heating Comprehensive - Service Needed: 1 time per year

\$112.5

4. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

\$150

5. Return Air Filter Change - Service Needed: 4 times per year

\$138.32

2
3

Country View Golf Club 240 W Belt Line Rd, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$613.32 Total: \$613.32

Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
SS-3 MFG JCI-YORK, Model TCD60B31SA, Serial W1A9507806

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$0

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive - Service Needed: 1 time per year

\$112.5

4. Gas Heating Comprehensive - Service Needed: 1 time per year

\$112.5

5. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$138.32

2
4

Country View Golf Club 240 W Belt Line Rd, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$613.32 Total: \$613.32

Item Notes: Product: Split System, Cooling with Electric Heat, <7.5 Tons
SS-4 MFG JCI-YORK, Model TCD60B31SA, Serial W1B9614892

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

2. Cooling Comprehensive - Service Needed: 1 time per year

\$112.5

3. Electric Heating Comprehensive - Service Needed: 1 time per year

\$112.5

4. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

\$150

5. Return Air Filter Change - Service Needed: 4 times per year

\$138.32

2
5

Country View Golf Club 240 W Belt Line Rd, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$613.32 Total: \$613.32

Item Notes: Product: Split System, Cooling with Electric Heat, <7.5 Tons
SS-5 MFG JCI-YORK, Model YC090C00A2AAA5, Serial N1N7352631

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

2. Cooling Comprehensive - Service Needed: 1 time per year

\$112.5

3. Electric Heating Comprehensive - Service Needed: 1 time per year

\$112.5

4. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

\$112.5

5. Return Air Filter Change - Service Needed: 4 times per year

\$138.32

2
6**Services Center (Development Services Building) 700 E Main St, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: \$611.80 Total: \$611.80Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
SS-1 MFG Payne, Model PA14NA061-A, Serial 3109E098492**Item Attributes** below must equal the bid line **Total** for this unit.Supplier Notes: no belts listed on belt list provided.**Item Attributes****1. Belt Change - Service Needed: 1 time per year**\$0**2. Condenser Coil Cleaning - Service Needed: 1 time per year**\$100**3. Cooling Comprehensive - Service Needed: 1 time per year**\$112.5**4. Gas Heating Comprehensive - Service Needed: 1 time per year**\$112.5**5. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year**\$150**6. Return Air Filter Change - Service Needed: 4 times per year**\$136.802
7**Services Center (Development Services Building) 700 E Main St, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: \$611.80 Total: \$611.80Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
SS-1 MFG Payne, Model CEV6021E36, Serial 7110B13372**Item Attributes** below must equal the bid line **Total** for this unit.Supplier Notes: no belts listed on belt list provided.**Item Attributes****1. Belt Change - Service Needed: 1 time per year**\$0**2. Condenser Coil Cleaning - Service Needed: 1 time per year**\$100**3. Cooling Comprehensive - Service Needed: 1 time per year**\$112.5**4. Gas Heating Comprehensive - Service Needed: 1 time per year**\$112.5**5. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year**\$150

6. Return Air Filter Change - Service Needed: 4 times per year**28****Services Center (Development Services Building) 700 E Main St, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: Total: Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
SS-2 MFG Payne, Model CEV6021E36, Serial 7110B13382**Item Attributes** below must equal the bid line **Total** for this unit.Supplier Notes: **Item Attributes****1. Belt Change - Service Needed: 1 time per year****2. Condenser Coil Cleaning - Service Needed: 1 time per year****3. Cooling Comprehensive - Service Needed: 1 time per year****4. Gas Heating Comprehensive - Service Needed: 1 time per year****5. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year****6. Return Air Filter Change - Service Needed: 4 times per year****29****Fire Station-2, 3132 N Houston School Rd, Lancaster, TX 75134**Quantity: 1 UOM: Unit Price: Total: Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
SS#1 MFG Trane, Model 2TTR3060A1000AA, Serial 80421SF2F**Item Attributes** below must equal the bid line **Total** for this unit.Supplier Notes: **Item Attributes****1. Belt Change - Service Needed: 1 time per year****2. Cooling Comprehensive - Service Needed: 1 time per year****3. Condenser Coil Cleaning - Service Needed: 1 time per year****4. Gas Heating Comprehensive - Service Needed: 1 time per year**

5. Operational (Mid Season - Cooling/Heating) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$134.72

3
0

Fire Station-2, 3132 N Houston School Rd, Lancaster, TX 75134

Quantity: 1 UOM: Unit Price: \$608.88 Total: \$608.88

Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
SS#2 MFG Trane, Model 2TTR3060A1000AA, Serial 8051PF72F

Item Attributes below must equal the bid line **Total** for this unit.

Supplier Notes: no belts listed on belt list provided.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$0

2. Cooling Comprehensive - Service Needed: 1 time per year

\$112.5

3. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

4. Gas Heating Comprehensive - Service Needed: 1 time per year

\$112.5

5. Operational (Mid Season - Cooling/Heating) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$133.88

3
1

Fire Station-2, 3132 N Houston School Rd, Lancaster, TX 75134

Quantity: 1 UOM: Unit Price: \$617.44 Total: \$617.44

Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
SS#3 MFG Trane, Model 2TTR3060A1000AA, Serial 8051PET2F

Item Attributes below must equal the bid line **Total** for this unit.

Supplier Notes: no belts listed on belt list provided.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$0

2. Cooling Comprehensive - Service Needed: 1 time per year

\$112.5

3. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

4. Gas Heating Comprehensive - Service Needed: 1 time per year

\$112.5

5. Operational (Mid Season - Cooling/Heating) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$142.44

**3
2 Fire Station-3, 1960 W Belt Line Rd, Lancaster, TX 75146**

Quantity: 1 UOM: Unit Price: \$611.80 Total: \$611.80

Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
AC-1 MFG Payne, Model PA13NA04800GABAA, Serial 1209X64836

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Cooling Comprehensive - Service Needed: 1 time per year

\$112.5

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Gas Heating Comprehensive - Service Needed: 1 time per year

\$112.5

4. Operational (Mid Season - Cooling/Heating) - Service Needed: 2 times per year

\$150

5. Return Air Filter Change - Service Needed: 4 times per year

\$136.80

**3
3 Fire Station-3, 1960 W Belt Line Rd, Lancaster, TX 75146**

Quantity: 1 UOM: Unit Price: \$611.80 Total: \$611.80

Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
AC-2 MFG Payne, Model PA13NA048-B, Serial 1209X64856

Item Attributes below must equal the bid line **Total** for this unit.

Supplier Notes: no belts listed on belt list provided.

Item Attributes

1. Cooling Comprehensive - Service Needed: 1 time per year

\$112.5

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Gas Heating Comprehensive - Service Needed: 1 time per year

\$112.5

4. Operational (Mid Season - Cooling/Heating) - Service Needed: 2 times per year

\$150

5. Return Air Filter Change - Service Needed: 4 times per year

\$136.80

**3
4 Fleet Services Building - 631 E 3rd St, Lancaster, TX 75146**

Quantity: 1 UOM: Unit Price: \$948.56 Total: \$948.56

Item Notes: Product: Air Handling Unit (AHU), Make-Up Air Unit (MAU), <15 HP
AHU-1, 100% outside air shop heater, MFG Greenheck Fan Corp, Model IGX-118H32-HZ, Serial 14759115

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$72.34

2. Comprehensive - Service Needed: 1 time per year

\$112.5

3. Operational - Service Needed: 3 times per year

\$225

4. Standard Filter Change - Service Needed: 4 times per year

\$537.72

**3
5 Fleet Services Building - 631 E 3rd St, Lancaster, TX 75146**

Quantity: 1 UOM: Unit Price: \$437.50 Total: \$437.50

Item Notes: Product: Split System, Cooling only, <7.5 Tons
Mini Split, MFG Lennox Industries, Model MS8-CO-18P1A, Serial S2816G69628

Item Attributes below must equal the bid line Total for this unit.

Item Attributes

1. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

2. Cooling Comprehensive - Service Needed: 1 time per year

\$112.5

3. Operational (Mid Season - Cooling only) - Service Needed: 3 times per year

\$225

**3
6 Fleet Services Building - 631 E 3rd St, Lancaster, TX 75146**

Quantity: 2 UOM: Unit Price: \$1,009.72 Total: \$2,019.44

Item Notes: Product: Roof Top Unit (RTU), Cooling/Gas Heating, without Economizer <8 Tons
RTU-2, MFG Lennox Industries, Model KGB036S4BS1Y, Serial 5617A09158

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes**1. Condenser Coil Cleaning - Service Needed: 1 time per year****2. Cooling Comprehensive (without Economizer) - Service Needed: 1 time per year****3. Gas Heating Comprehensive (without Economizer) - Service Needed: 1 time per year****4. Operational (Mid Season - Cooling/Heating without Economizer) - Service Needed: 2 times per year****5. Standard Filter Change - Service Needed: 4 times per year****3
7****James R. Williams Pump Station (Pump Station) - 1999 N Jefferson St, Lancaster, TX 75134**Quantity: 1 UOM: Unit Unit Price: Total: Item Notes: Product: Split System, Cooling with Electric Heat, <7.5 Tons
SS Cooling with Electric Heat, #1 Condenser, Model ZE1RA060S25A, Serial WKKM032579Item Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Condenser Coil Cleaning - Service Needed: 1 time per year****2. Cooling Comprehensive - Service Needed: 1 time per year****3. Electric Heating Comprehensive - Service Needed: 1 time per year****4. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year****5. Return Air Filter Change - Service Needed: 4 times per year****3
8****James R. Williams Pump Station (Pump Station) - 1999 N Jefferson St, Lancaster, TX 75134**Quantity: 1 UOM: Unit Unit Price: Total: Item Notes: Product: Split System, Cooling with Electric Heat, <7.5 Tons
Heat Pump Condenser, #2 Condenser, Model ZE1RA060S25A, Serial WELM001950Item Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Condenser Coil Cleaning - Service Needed: 1 time per year**

2. Cooling Comprehensive - Service Needed: 1 time per year

\$112.5

3. Electric Heating Comprehensive - Service Needed: 1 time per year

\$112.5

4. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

\$150

5. Return Air Filter Change - Service Needed: 4 times per year

\$239.56

3
9

James R. Williams Pump Station (Pump Station) - 1999 N Jefferson St, Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$714.56 Total: \$714.56

Item Notes: Product: Split System, Cooling with Electric Heat, <7.5 Tons
Heat Pump Condenser, #3 Condenser, MFG JCI_YORK, Model E1FB120A25D, Serial NLKM123403

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

2. Cooling Comprehensive - Service Needed: 1 time per year

\$112.5

3. Electric Heating Comprehensive - Service Needed: 1 time per year

\$112.5

4. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

\$150

5. Return Air Filter Change - Service Needed: 4 times per year

\$239.56

4
0

Municipal Court - 220 W Main St, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$1,090.52 Total: \$1,090.52

Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons
RTU-1, MFG YCI-YORK, Model DF090C00N2AAA4B, Serial N0E8886672

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$73.28

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive (without Economizer) - Service Needed: 1 time per year

\$112.5

4. Electric Heating Comprehensive (without Economizer) - Service Needed: 1 time per year

\$112.5

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$542.24

4
1 Municipal Court - 220 W Main St, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$1,143.10 Total: \$1,143.10

Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons
RTU-2, MFG YCI-YORK, Model ZH090COON2AAA4B, Serial N0M9344725

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

2. Cooling Comprehensive (without Economizer) - Service Needed: 1 time per year

\$112.5

3. Electric Heating Comprehensive (without Economizer) - Service Needed: 1 time per year

\$112.5

4. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

5. Return Air Filter Change - Service Needed: 4 times per year

\$542.24

6. Belt Change - Service Needed: 1 time per year

\$72.28

4
2 Municipal Court - 220 W Main St, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$818.40 Total: \$818.40

Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons
RTU-3, MFG YCI-YORK, Model ZH090COON2AAA4B, Serial N0M9344724

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

2. Cooling Comprehensive (without Economizer) - Service Needed: 1 time per year

\$112.5

3. Electric Heating Comprehensive (without Economizer) - Service Needed: 1 time per year

\$112.5

4. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

5. Return Air Filter Change - Service Needed: 4 times per year

\$271.12

6. Belt Change - Service Needed: 1 time per year

\$72.28

4
3 Municipal Court - 220 W Main St, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$684.08 Total: \$684.08

Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, without Economizer, <8 Tons
RTU-4, MFG Trane, Model TSC060A3RJA2WD201A1B0A600, Serial 811100256L

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

2. Cooling Comprehensive (without Economizer) - Service Needed: 1 time per year

\$112.5

3. Electric Heating Comprehensive (without Economizer) - Service Needed: 1 time per year

\$112.5

4. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

5. Return Air Filter Change - Service Needed: 4 times per year

\$136.80

6. Belt Change - Service Needed: 1 time per year

\$72.28

4
4 Public Safety Building/Fire Station 1 - 100 Craig Shaw Memorial Pkwy (previously addressed as 1650 N Dallas Ave) , Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$1,190.89 Total: \$1,190.89

Item Notes: Product: Air Handling Unit (AHU), 100% Outside Air, <15 HP
AHU - 1, MFG Trane, Model LPCAD08F, Serial T08E31445

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$112.5

2. Evaporator Coil Cleaning - Service Needed: 1 time per year

\$175

3. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

\$150

4. Standard Pleated Filter Change - Service Needed: 4 times per year

\$674.28

5. Belt Change - Service Needed: 1 time per year

\$79.11

6. Variable Ventilation Valve - Servicing Needed: 0 times per year

No response

4
5

Public Safety Building/Fire Station 1 - 100 Craig Shaw Memorial Pkwy (previously addressed as 1650 N Dallas Ave) , Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$1,767.86 Total: \$1,767.86

Item Notes: Product: Air Handling Unit (AHU), 100% Outside Air, <15 HP
AHU - 2, MFG Trane, Model LPCAA25F, Serial T08E31446

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$112.5

2. Evaporator Coil Cleaning - Service Needed: 1 time per year

\$175

3. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

\$150

4. Standard Pleated Filter Change - Service Needed: 4 times per year

\$1098.64

5. Belt Change - Service Needed: 1 time per year

\$231.72

6. Variable Ventilation Valve - Servicing Needed: 0 times per year

No response

4
6

Public Safety Building/Fire Station 1 - 100 Craig Shaw Memorial Pkwy (previously addressed as 1650 N Dallas Ave) , Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$1,767.86 Total: \$1,767.86

Item Notes: Product: Air Handling Unit (AHU), 100% Outside Air, <15 HP
AHU - 3, MFG Trane, Model MCCB035UA, Serial K08E55371

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$112.5

2. Evaporator Coil Cleaning - Service Needed: 1 time per year

\$175

3. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

\$150

4. Standard Pleated Filter Change - Service Needed: 4 times per year

\$1098.64

5. Belt Change - Service Needed: 1 time per year

\$231.72

6. Variable Ventilation Valve - Servicing Needed: 0 times per year

No response

4
7

Public Safety Building/Fire Station 1 - 100 Craig Shaw Memorial Pkwy (previously addressed as 1650 N Dallas Ave) , Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$1,767.86 Total: \$1,767.86

Item Notes: Product: Air Handling Unit (AHU), 100% Outside Air, <15 HP
AHU - 4, MFG Trane, Model LPCAA12F, Serial T08E31447

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$112.5

2. Evaporator Coil Cleaning - Service Needed: 1 time per year

\$175

3. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

\$150

4. Standard Pleated Filter Change - Service Needed: 4 times per year

\$1098.61

5. Belt Change - Service Needed: 1 time per year

\$231.72

6. Variable Ventilation Valve - Servicing Needed: 0 times per year

No response

4
8

Public Safety Building/Fire Station 1 - 100 Craig Shaw Memorial Pkwy (previously addressed as 1650 N Dallas Ave) , Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$1,752.86 Total: \$1,752.86

Item Notes: Product: Air Handling Unit (AHU), 100% Outside Air, <15 HP
AHU - 5, MFG Trane, Model BCHC024, Serial T08E31478

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$112.5

2. Evaporator Coil Cleaning - Service Needed: 1 time per year

\$175

3. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

\$150

4. Standard Pleated Filter Change - Service Needed: 4 times per year

\$1098.64

5. Belt Change - Service Needed: 1 time per year

\$216.72

6. Variable Ventilation Valve - Servicing Needed: 0 times per year

No response

4
9

Public Safety Building/Fire Station 1 - 100 Craig Shaw Memorial Pkwy (previously addressed as 1650 N Dallas Ave) , Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$900.00 Total: \$900.00

Item Notes: Product: Chiller, Air Cooled, Screw, 150-250 Tons
Chiller 1, Model RTAA 1254 XT01 A3L0GANB FC, Serial U08F00182

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$600

2. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

\$300

3. Variable Ventilation Valve - Servicing Needed 0 times per year

No response

5
0

Public Safety Building/Fire Station 1 - 100 Craig Shaw Memorial Pkwy (previously addressed as 1650 N Dallas Ave) , Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$375.00 Total: \$375.00

Item Notes: Product: Chilled Water, 0-10 HP
Pump 1, MFG Bell & Gossett, Model 58969, Serial C06485702E80

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$150

2. Operational - Service Needed: 3 times per year

\$225

3. Variable Ventilation Valve - Servicing Needed 0 times per year

No response

5
1

Public Safety Building/Fire Station 1 - 100 Craig Shaw Memorial Pkwy (previously addressed as 1650 N Dallas Ave) , Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$375.00 Total: \$375.00

Item Notes: Product: Chilled Water, 0-10 HP
Pump 2, MFG Bell & Gossett, Model 58969, Serial C06485704E80

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$150

2. Operational - Service Needed: 3 times per year

\$225

3. Variable Ventilation Valve - Servicing Needed 0 times per year

No response

5
2

Public Safety Building/Fire Station 1 - 100 Craig Shaw Memorial Pkwy (previously addressed as 1650 N Dallas Ave) , Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$362.50 Total: \$362.50

Item Notes: Product: Split System, Cooling Only, <7.5 Tons
Split-1, MFG Trane, Model 2TTA03060A4000AA, Serial 81921UC4F

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

2. Cooling Comprehensive - Service Needed: 1 time per year

\$112.5

3. Operational (Mid Season - Cooling Only) - Service Needed: 2 times per year

\$150

4. Variable Ventilation Valve - Servicing Needed 0 times per year

No response

5
3**Public Safety Building/Fire Station 1 - 100 Craig Shaw Memorial Pkwy (previously addressed as 1650 N Dallas Ave) , Lancaster, TX 75134**Quantity: 1 UOM: Unit Unit Price: \$362.50 Total: \$362.50 Item Notes: Product: Split System, Cooling Only, <7.5 Tons
Split-2, MFG Trane, Model 2TTA3048A4000AA, Serial 819146E4F**Item Attributes** below must equal the bid line **Total** for this unit.**Item Attributes****1. Condenser Coil Cleaning - Service Needed: 1 time per year** \$100 **2. Cooling Comprehensive - Service Needed: 1 time per year** \$112.5 **3. Operational (Mid Season - Cooling Only) - Service Needed: 2 times per year** \$150 **4. Variable Ventilation Valve - Servicing Needed 0 times per year** No response 5
4**Public Safety Building/Fire Station 1 - 100 Craig Shaw Memorial Pkwy (previously addressed as 1650 N Dallas Ave) , Lancaster, TX 75134**Quantity: 1 UOM: Unit Unit Price: \$1,261.56 Total: \$1,261.56 Item Notes: Product: Computer Room Unit, with Water Cooled Condenser, 5-12.5 Tons
#1, MFG Liebert, Model HMU34AOAAES3488, Serial CO8GBPOOO1**Item Attributes** below must equal the bid line **Total** for this unit.**Item Attributes****1. Comprehensive - Service Needed: 1 time per year** \$150 **2. Operational - Service Needed: 3 times per year** \$225 **3. Standard Pleated Filter Change - Service Needed: 4 times per year** \$886.56 **4. Variable Ventilation Valve - Servicing Needed 0 times per year** No response 5
5**Recreation Center - 1700 Veterans Memorial Pkwy, Lancaster, TX 75134**Quantity: 1 UOM: Unit Unit Price: \$2,371.27 Total: \$2,371.27 Item Notes: Product: Air Handling Unit (AHU), 100% Outside Air, <15 HP
AHU - 1, MFG McQuay International, Model CAH025FDAC, Serial SCOU000900858**Item Attributes** below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$112.5

2. Evaporator Coil Cleaning - Service Needed: 1 time per year

\$175

3. Operational - Service Needed: 3 times per year

\$225

4. Standard Pleated Filter Change - Service Needed: 4 times per year

\$1662.34

5. Belt Change - Service Needed: 1 time per year

\$196.43

6. Variable Ventilation Valve - Servicing Needed: 0 times per year

No response

5
6

Recreation Center - 1700 Veterans Memorial Pkwy, Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$1,460.88 Total: \$1,460.88

Item Notes: Product: Air Handling Unit (AHU), 100% Outside Air, <15 HP
AHU - 2, MFG McQuay International, Model CAH010FDAC, Serial SCOU000900861

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$112.5

2. Evaporator Coil Cleaning - Service Needed: 1 time per year

\$175

3. Operational - Service Needed: 3 times per year

\$225

4. Standard Pleated Filter Change - Service Needed: 4 times per year

\$832.60

5. Belt Change - Service Needed: 1 time per year

\$115.78

6. Variable Ventilation Valve - Servicing Needed: 0 times per year

No response

5
7

Recreation Center - 1700 Veterans Memorial Pkwy, Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$3,310.58 Total: \$3,310.58

Item Notes: Product: Air Handling Unit (AHU), 100% Outside Air, <15 HP
AHU - 3, MFG McQuay International, Model CAH021FDAC, Serial E710333020

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$112.5

2. Evaporator Coil Cleaning - Service Needed: 1 time per year

\$175

3. Operational - Service Needed: 3 times per year

\$225

4. Standard Pleated Filter Change - Service Needed: 4 times per year

\$2692.40

5. Belt Change - Service Needed: 1 time per year

\$105.68

6. Variable Ventilation Valve - Servicing Needed: 0 times per year

No response

5
8

Recreation Center - 1700 Veterans Memorial Pkwy, Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$2,313.24 Total: \$2,313.24

Item Notes: Product: Air Handling Unit (AHU), 100% Outside Air, <15 HP
AHU - 4, MFG JCI-YORK, Model XTO 054X 063, Serial CEJM XT0135

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$112.5

2. Evaporator Coil Cleaning - Service Needed: 1 time per year

\$175

3. Operational - Service Needed: 3 times per year

\$225

4. Standard Pleated Filter Change - Service Needed: 4 times per year

\$1668

5. Belt Change - Service Needed: 1 time per year

\$132.74

6. Variable Ventilation Valve - Servicing Needed: 0 times per year

No response

5
9

Recreation Center - 1700 Veterans Memorial Pkwy, Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$2,319.72 Total: \$2,319.72

Item Notes: Product: Air Handling Unit (AHU), 100% Outside Air, <15 HP
AHU - 5, MFG McQuay International, Model RDS800CYY, Serial FBOU001100011 00

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$112.5

2. Evaporator Coil Cleaning - Service Needed: 1 time per year

\$175

3. Operational - Service Needed: 3 times per year

\$225

4. Standard Pleated Filter Change - Service Needed: 4 times per year

\$1721.76

5. Belt Change - Service Needed: 1 time per year

\$85.46

6. Variable Ventilation Valve - Servicing Needed: 0 times per year

No response

6
0

Recreation Center - 1700 Veterans Memorial Pkwy, Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$1,575.00 Total: \$1,575.00

Item Notes: Product: Boiler, Gas-Fired, High Efficiency, >10 HP
Boiler-1, MFG Lochinvar Corporation, Model CHN2070, Serial C003964

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$500

2. Fireside Cleaning (gaskets not included) - Service Needed: 1 time per year

\$600

3. Government/Local Jurisdiction Inspect (performed during fireside cleaning - gaskets not included) - Service Needed: 1 time per year

\$250

4. Operational - Service Needed: 3 times per year

\$225

5. Variable Ventilation Valve - Servicing Needed: 0 times per year

No response

6
1

Recreation Center - 1700 Veterans Memorial Pkwy, Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$1,575.00 Total: \$1,575.00

Item Notes: Product: Boiler, Gas-Fired, High Efficiency, >10 HP
Boiler-2, MFG Lochinvar Corporation, Model CHN2070, Serial I991427

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$500

2. Fireside Cleaning (gaskets not included) - Service Needed: 1 time per year

\$600

3. Government/Local Jurisdiction Inspect (performed during fireside cleaning - gaskets not included) - Service Needed: 1 time per year

\$250

4. Operational - Service Needed: 3 times per year

\$225

5. Variable Ventilation Valve - Servicing Needed: 0 times per year

No response

6
2

Recreation Center - 1700 Veterans Memorial Pkwy, Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$375.00 Total: \$375.00

Item Notes: Product: Pump, Chilled Water, 0-10 HP
Chill water pump-1, MFG Taco Pump, Model TACO, Serial 000001

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$150

2. Operational - Service Needed: 3 times per year

\$225

3. Variable Ventilation Valve - Servicing Needed: 0 times per year

No response

6
3

Recreation Center - 1700 Veterans Memorial Pkwy, Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$375.00 Total: \$375.00

Item Notes: Product: Pump, Chilled Water, 0-10 HP
Chill water pump-2, MFG Taco Pump, Model TACO, Serial 000002

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Comprehensive - Service Needed: 1 time per year

\$150

2. Operational - Service Needed: 3 times per year

\$225

3. Variable Ventilation Valve - Servicing Needed: 0 times per year

No response

6
4**Recreation Center - 1700 Veterans Memorial Pkwy, Lancaster, TX 75134**Quantity: 1 UOM: Unit Unit Price: \$1,067.36 Total: \$1,067.36Item Notes: Product: Roof Top Unit (RTU), Cooling/HW-Steam Heating, with Economizer, >75 Tons
#1, MFG Dextron International, Model LD-362-PR-X-A4FR2323W2E3AD3, Serial 18103015**Item Attributes** below must equal the bid line **Total** for this unit.Supplier Notes: Belt list not provided.**Item Attributes****1. Belt Change - Service Needed: 1 time per year**\$0**2. Condenser Coil Cleaning (with Economizer) - Service Needed: 1 time per year**\$175**3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year**\$200**4. Heating Comprehensive (with Economizer) - Service Needed: 1 time per year**\$200**5. Operational (Mid Season - Cooling/Heating with Economizer) - Service Needed: 2 times per year**\$225**6. Standard Filter Change - Service Needed: 4 times per year**\$267.36**7. Variable Ventilation Valve - Servicing Needed: 0 times per year**No response6
5**Recreation Center - 1700 Veterans Memorial Pkwy, Lancaster, TX 75134**Quantity: 1 UOM: Unit Unit Price: \$375.00 Total: \$375.00Item Notes: Product: Pump, Hot Water, 0-10 HP
Hot water pump-2, MFG Taco Pump, Model FE2008E41F4L0A, Serial 0000002**Item Attributes** below must equal the bid line **Total** for this unit.**Item Attributes****1. Comprehensive - Service Needed: 1 time per year**\$150**2. Operational - Service Needed: 3 times per year**\$225**3. Variable Ventilation Valve - Servicing Needed: 0 times per year**No response

6
6**Recreation Center - 1700 Veterans Memorial Pkwy, Lancaster, TX 75134**Quantity: 1 UOM: Unit Unit Price: Total: Item Notes: Product: Chiller, Air Cooled, Screw, 150-250 Tons
Chiller-1, MFG JCI-YORK, Model YVAA0178CAF46BA/R134A, Serial 11551B960001070Item **Attributes** below must equal the bid line **Total** for this unit.**Item Attributes****1. Comprehensive - Service Needed: 1 time per year****2. Operational - Service Needed: 3 times per year****3. Variable Ventilation Valve - Servicing Needed: 0 times per year**6
7**Senior Life Center - 240 Veterans Memorial Pkwy, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: Total: Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons
RTU 1, MFG JCI-YORK, Model THCO63A3REA0NFG, Serial 830103070LItem **Attributes** below must equal the bid line **Total** for this unit.**Item Attributes****1. Belt Change - Service Needed: 1 time per year****2. Condenser Coil Cleaning - Service Needed: 1 time per year****3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year****4. Electric Heating Comprehensive (with Economizer) - Service Needed: 1 time per year****5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year****6. Return Air Filter Change - Service Needed: 4 times per year**6
8**Senior Life Center - 240 Veterans Memorial Pkwy, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: Total: Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons
RTU 2, MFG Trane, Model THCO2A3RGA2680B0A1020000, Serial 830102961LItem **Attributes** below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$52.65

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year

\$112.5

4. Electric Heating Comprehensive (with Economizer) - Service Needed: 1 time per year

\$112.5

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$542.24

6
9

Senior Life Center - 240 Veterans Memorial Pkwy, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$827.07 Total: \$827.07

Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons
RTU 3, MFG Trane, Model THC072A3RGA26C0B0A1020000, Serial 830102967L

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$52.65

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year

\$112.5

4. Electric Heating Comprehensive (with Economizer) - Service Needed: 1 time per year

\$112.5

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$299.36

7
0

Senior Life Center - 240 Veterans Memorial Pkwy, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$824.29 Total: \$824.29

Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons
RTU 4, MFG Trane, Model THC043A3REA15C0B0A1020000, Serial 830102986L

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$72.65

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year

\$112.5

4. Electric Heating Comprehensive (with Economizer) - Service Needed: 1 time per year

\$112.5

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$276.64

7
1

Senior Life Center - 240 Veterans Memorial Pkwy, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$824.29 Total: \$824.29

Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons
RTU 5, MFG Trane, Model THC033A3RBA14C0B0A1020000, Serial 803102818L

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$72.65

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year

\$112.5

4. Electric Heating Comprehensive (with Economizer) - Service Needed: 1 time per year

\$112.5

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$276.64

7
2

Senior Life Center - 240 Veterans Memorial Pkwy, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$824.29 Total: \$824.29

Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons
RTU 6, MFG Trane, Model THC063A3REA17C0B0A1020000, Serial 830102826L

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$72.65

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year

\$112.5

4. Electric Heating Comprehensive (with Economizer) - Service Needed: 1 time per year

\$112.5

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$276.64

7
3

Senior Life Center - 240 Veterans Memorial Pkwy, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$1,049.29 Total: \$1,049.29

Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons
RTU 7, MFG Trane, Model THC063A3REA17C0B0A1020000, Serial 830103066L

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$72.65

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

4. Electric Heating Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$276.64

7
4

Senior Life Center - 240 Veterans Memorial Pkwy, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$772.65 Total: \$772.65

Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons
RTU 8, MFG Trane, Model THC063A3REA17C0B0A1020000, Serial 830103074L

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$72.65

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

4. Electric Heating Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$539.36

7
5

Senior Life Center - 240 Veterans Memorial Pkwy, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$824.29 Total: \$824.29

Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons
RTU 9, MFG Trane, Model THC033A3RBA14C0B0A1020000, Serial 830102822L

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$72.65

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

4. Electric Heating Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$276.64

7
6

Senior Life Center - 240 Veterans Memorial Pkwy, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$1,072.01 Total: \$1,072.01

Item Notes: Product: Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, <8 Tons
RTU 10, MFG Trane, Model THC043A3RBA15C0B0A1020000, Serial 830102982L

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$72.65

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

4. Electric Heating Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$299.36

7
7

Veterans Memorial Library - 1600 Veterans Memorial Pkwy, Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$813.68 Total: \$813.68

Item Notes: Product: Split System, Cooling only, <7.5 Tons
SS1, MFG JCI-YORK, Model YCE18B22SA, Serial W1E9944553

Item Attributes below must equal the bid line **Total** for this unit.

Supplier Notes: No belt listed on list provided.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$0

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

4. Gas Heating Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$113.68

7. Variable Ventilation Valve - Servicing Needed 0 times per year

No response

7
8**Veterans Memorial Library - 1600 Veterans Memorial Pkwy, Lancaster, TX 75134**Quantity: 1 UOM: Unit Unit Price: \$1,316.56 Total: \$1,316.56Item Notes: Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons
RTU-1, MFG JCI-YORK, Model ZXG12D2B3AB1C311A2, Serial N2D0696905Item Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Belt Change - Service Needed: 1 time per year**\$73.36**2. Condenser Coil Cleaning - Service Needed: 1 time per year**\$100**3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year**\$225**4. Gas Heating Comprehensive (with Economizer) - Service Needed: 1 time per year**\$225**5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year**\$150**6. Return Air Filter Change - Service Needed: 4 times per year**\$543.20**7. Variable Ventilation Valve - Servicing Needed 0 times per year**No response7
9**Veterans Memorial Library - 1600 Veterans Memorial Pkwy, Lancaster, TX 75134**Quantity: 1 UOM: Unit Unit Price: \$1,316.56 Total: \$1,316.56Item Notes: Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons
RTU-2, MFG JCI-YORK, Model AD15N3CQ2L1CAB11A1, Serial N2C0691529Item Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Belt Change - Service Needed: 1 time per year**\$73.36**2. Condenser Coil Cleaning - Service Needed: 1 time per year**\$100**3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year**\$225**4. Gas Heating Comprehensive (with Economizer) - Service Needed: 1 time per year**\$225**5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year**\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$543.20

7. Variable Ventilation Valve - Servicing Needed 0 times per year

No response

8
0

Veterans Memorial Library - 1600 Veterans Memorial Pkwy, Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$1,321.39 Total: \$1,321.39

Item Notes: Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons
RTU-3, MFG JCI-YORK, Model ZXG09E2C3AB1C311A2, Serial N2D0696901

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$78.19

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

4. Gas Heating Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$543.20

7. Variable Ventilation Valve - Servicing Needed 0 times per year

No response

8
1

Veterans Memorial Library - 1600 Veterans Memorial Pkwy, Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$1,408.11 Total: \$1,408.11

Item Notes: Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons
RTU-4, MFG JCI-YORK, Model AD15N3CQ2L1CAB11A1, Serial N2C0691528

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$78.19

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

4. Gas Heating Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$629.92

7. Variable Ventilation Valve - Servicing Needed 0 times per year

No response

8
2

Veterans Memorial Library - 1600 Veterans Memorial Pkwy, Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$1,408.11 Total: \$1,408.11

Item Notes: Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons
RTU-5, MFG JCI-YORK, Model ZXG14D2C3AB1C311A2, Serial N2D0696843

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$78.19

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

4. Gas Heating Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$629.92

7. Variable Ventilation Valve - Servicing Needed 0 times per year

No response

8
3

Veterans Memorial Library - 1600 Veterans Memorial Pkwy, Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$1,474.85 Total: \$1,474.85

Item Notes: Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons
RTU-6, MFG JCI-YORK, Model AD18N1CQ2L1CAK11A1, Serial N2C0691545

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$81.93

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

4. Gas Heating Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$629.92

7. Variable Ventilation Valve - Servicing Needed 0 times per year

No response

8
4

Veterans Memorial Library - 1600 Veterans Memorial Pkwy, Lancaster, TX 75134

Quantity: 1 UOM: Unit Unit Price: \$1,328.58 Total: \$1,328.58

Item Notes: Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons
RTU-7, MFG JCI-YORK, Model ZXGA7E2B3AB1C311A2, Serial N2D0696845

Item Attributes below must equal the bid line **Total** for this unit.

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$73.18

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

4. Gas Heating Comprehensive (with Economizer) - Service Needed: 1 time per year

\$225

5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$550.40

7. Variable Ventilation Valve - Servicing Needed 0 times per year

No response

8
5**Veterans Memorial Library - 1600 Veterans Memorial Pkwy, Lancaster, TX 75134**Quantity: 1 UOM: Unit Unit Price: \$1,328.88 Total: \$1,328.88Item Notes: Product: Roof Top Unit (RTU), Cooling/Gas Heating, with Economizer, 8-15 Tons
RTU-8, MFG JCI-YORK, Model ZXG08E2B3AB1C111A2, Serial N2D0696836Item Attributes below must equal the bid line **Total** for this unit.**Item Attributes****1. Belt Change - Service Needed: 1 time per year**\$73.48**2. Condenser Coil Cleaning - Service Needed: 1 time per year**\$100**3. Cooling Comprehensive (with Economizer) - Service Needed: 1 time per year**\$225**4. Gas Heating Comprehensive (with Economizer) - Service Needed: 1 time per year**\$225**5. Operational (Mid Season Cooling/Heating with Economizer) - Service Needed: 2 times per year**\$150**6. Return Air Filter Change - Service Needed: 4 times per year**\$550.40**7. Variable Ventilation Valve - Servicing Needed 0 times per year**No response8
6**Visitor's Center & State Auxiliary Museum - 103 N Dallas Ave, Lancaster, TX 75146**Quantity: 1 UOM: Unit Unit Price: \$611.80 Total: \$611.80Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
HP-3, MFG JCI-YORK, Model THGD36S43S1A, Serial W0B9592795Item Attributes below must equal the bid line **Total** for this unit.Supplier Notes: No belts listed**Item Attributes****1. Belt Change - Service Needed: 1 time per year**\$0**2. Condenser Coil Cleaning - Service Needed: 1 time per year**\$100**3. Cooling Comprehensive - Service Needed: 1 time per year**\$112.5**4. Gas Heating Comprehensive - Service Needed: 1 time per year**\$112.5

5. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$136.80

7. Variable Ventilation Valve - Servicing Needed 0 times per year

No response

8
7

Visitor's Center & State Auxiliary Museum - 103 N Dallas Ave, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$611.80 Total: \$611.80

Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
Kitchen, MFG Thermal Zone, Model TAZL-336-CC, Serial W041802109

Item Attributes below must equal the bid line **Total** for this unit.

Supplier Notes: no belts listed

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$0

2. Condenser Coil Cleaning - Service Needed: 1 time per year

\$100

3. Cooling Comprehensive - Service Needed: 1 time per year

\$112.5

4. Gas Heating Comprehensive - Service Needed: 1 time per year

\$112.5

5. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year

\$150

6. Return Air Filter Change - Service Needed: 4 times per year

\$136.80

7. Variable Ventilation Valve - Servicing Needed 0 times per year

No response

8
8

Visitor's Center & State Auxiliary Museum - 103 N Dallas Ave, Lancaster, TX 75146

Quantity: 1 UOM: Unit Unit Price: \$611.80 Total: \$611.80

Item Notes: Product: Split System, Cooling with Gas Heat, <7.5 Tons
Visitor Center, MFG JCI-YORK, Model THGD60S43S1A, Serial W0B9592796

Item Attributes below must equal the bid line **Total** for this unit.

Supplier Notes: no belts listed

Item Attributes

1. Belt Change - Service Needed: 1 time per year

\$0

2. Condenser Coil Cleaning - Service Needed: 1 time per year**3. Cooling Comprehensive - Service Needed: 1 time per year****4. Gas Heating Comprehensive - Service Needed: 1 time per year****5. Operational (Mid Season Cooling/Heating) - Service Needed: 2 times per year****6. Return Air Filter Change - Service Needed: 4 times per year****7. Variable Ventilation Valve - Servicing Needed 0 times per year****8
9****Labor Rate - Technician**Quantity: UOM: Price: Total:

Item Notes: Unit price equals the cost per month.

Item Attributes below must equal the bid line **Total** for this unit.Supplier Notes: **Item Attributes****1. Response Time**

Please list your response time.

**9
0****Mark Up on Equipment**Quantity: UOM: Total: **Item Attributes****1. Cooperative Pricing on Equipment**

Does your firm offer cooperative pricing on equipment through agencies such as TXMAS, BuyBoard or any other Cooperative Agency. If yes, please upload contract details to the response attachments tab.

**9
1****Trip Fee**Quantity: UOM: Price: Total: Supplier Notes: **9
2****Handling Fee**Quantity: UOM: Price: Total:

93	Fees Other: Please upload a list of all fees that will be charged to the RESPONSE ATTACHMENT TAB. Quantity: <u> 1 </u> UOM: <u>EA</u> Price: <input type="text" value="\$0.00"/> Total: <input type="text" value="\$0.00"/>
94	Total monthly Maintenance cost for all locations (excluding those designated as PM or Filter only) for full Service Maintenance excluding complete unit replacement and including refrigerant. Quantity: <u> 1 </u> UOM: <u>EA</u> Price: <input type="text" value="\$43,210.00"/> Total: <input type="text" value="\$43,210.00"/> Item Notes: Vendors shall upload a spreadsheet and provide a per location cost that equals the amount included here. Supplier Notes: <input type="text" value="This covers monthly maintenance and parts for minor repairs. If there are no repairs for the month, will bill for monthly maintenance only."/>
95	Public Safety Building - Annual Cost to replace filters only on 72 Fan Power Boxes. Quantity: <u> 1 </u> UOM: <u>Month</u> Price: <input type="text" value="\$2,880.00"/> Total: <input type="text" value="\$2,880.00"/> Item Attributes 1. Filter Unit Price What is the unit price per Fan Motor Box? <input type="text" value="\$20"/>

Response Total: \$131,415.76



STANDARD PROFESSIONAL SERVICES AGREEMENT

City of Lancaster, Texas

Standard Professional Services Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "City") and Assured Mechanical Solutions, a Business (hereinafter referred to as the "Provider") for preventative maintenance and repairs to the heating, ventilation, and air conditioning systems (HVAC) for City Facilities (hereinafter referred to as the "Project"), the City and the Provider hereby agree as follows:

ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

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

1.2 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit 'A' all Amendments issued hereafter, any other amendments executed by the parties, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Contract.

ARTICLE 2: RECITALS

- 2.1 The City desires to engage the Provider to complete a Traffic Impact Analysis; and
- 2.2 The Provider has the professional knowledge, ability and expertise to provide such services; and
- 2.3 The City desires to engage the services of Provider, as an independent Contractor and not as an employee, to provide the services listed below and as detailed in the Proposal which is attached hereto and incorporated herein as **Exhibit A**.



STANDARD PROFESSIONAL SERVICES AGREEMENT

ARTICLE 3: TERM / TERMINATION

3.1 Time of Performance

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

3.2 Time is of the essence of this Contract.

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

3.3 TERMINATION

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

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

ARTICLE 4: SCOPE OF SERVICES

4.1 Scope of Services

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

Summary of Key Scope Components:

1. Provide preventative maintenance and repairs to the heating, ventilation, and air conditioning systems (HVAC) for City Facilities

4.2 AUTHORIZED AGENT

ARTICLE 7: INDEMNIFICATION



STANDARD PROFESSIONAL SERVICES AGREEMENT

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



STANDARD PROFESSIONAL SERVICES AGREEMENT

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.

- 7.3 THE PROVIDER IS NOT OBLIGATED TO INDEMNIFY THE CITY IN ANY MANNER WHATSOEVER FOR THE CITY'S OWN NEGLIGENCE.
- 7.4 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY THIRD PARTY.
- 7.5 PROVIDER AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT PROVIDER IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING PROVIDER'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. PROVIDER FURTHER AGREES TO INDEMNIFY AND HOLD CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF PROVIDER.
- 7.6 PROVIDER SHALL DEFEND AND INDEMNIFY INDEMNITIES AGAINST AND HOLD CITY AND THE PREMISES HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY PROVIDER IN PERFORMING THIS AGREEMENT.

ARTICLE 8: INSURANCE

8.1 Workers Compensation Insurance

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

8.2 Automotive Insurance



STANDARD PROFESSIONAL SERVICES AGREEMENT

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

8.3 General Liability Insurance

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

8.4 Professional Liability Errors and Omissions Insurance

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

8.5 Certificate of Insurance

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

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

ARTICLE 9: DEFAULT

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

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



STANDARD PROFESSIONAL SERVICES AGREEMENT

herein provided for may be deducted and paid by the owner out of such money's as may be due or that may thereafter become due to Provider under and by virtue of this Agreement.

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

ARTICLE 10: MISCELLANEOUS

10.1 Reuse of Documents:

Except as otherwise dictated by the Contract Documents, and with the explicit exception of the preliminary and final documents, all documents including Maps, Plans and Specifications provided or furnished by the Provider pursuant to this Agreement are instruments of service; and shall become the property of the City. Agreement for the use of the City and the City's assigns.

10.2 Entire Agreement.

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

10.3 Assignment.

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

10.4 Adjustments in Services/Amendment.

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

10.5 Governing law.

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

10.6 Notices.



STANDARD PROFESSIONAL SERVICES AGREEMENT

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

City of Lancaster

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

Vendor

Name
Address

Phone
Email

10.7 Legal construction.

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

10.8 Successors and Assigns.

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

10.9 Conflict.



STANDARD PROFESSIONAL SERVICES AGREEMENT

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

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

10.10 Severability

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

10.11 Captions

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

10.12 Counterparts

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the day of February 12, 2024.

CITY OF LANCASTER, TEXAS
A Texas home-rule municipality

Assured Mechanical Solutions
Business

Opal Mauldin-Jones, City Manager

SIGNATURE AND TITLE

Date: _____

Date: _____



STANDARD PROFESSIONAL SERVICES AGREEMENT

Exhibit A: Proposal for Professional Services

Note: Modification of this Form requires approval by the Office of the City Attorney.

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

3.

Meeting Date: 02/12/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Sorangel O. Arenas, City Secretary

Agenda Caption:

Discuss and consider a resolution ordering a General Election to be held on Saturday, May 4, 2024, for the election of a Mayor at-large; providing for the publication and posting of notice; and providing for early voting dates, times and locations.

Considere una resolución que ordena una Elección General que se celebrará el Sábado, 4 de mayo 2021, para la elección general de un alcalde; se dispone la publicación y aviso de notificación, prevea fechas de votación anticipada, horas y lugares.

Background:

The municipal General Election for City officers this year is the mayoral position, an at-large position. The designated uniform Election Day is Saturday, May 4, 2024.

Operational Considerations:

To conduct the election, the City of Lancaster will participate in a joint election with other governing entities in Dallas County administered by Dallas County Elections. Participating in a joint election with other cities and school districts greatly reduces election costs for all participants. The Joint Election Agreement will be provided at the next scheduled Council meeting.

Early voting will be held at the Lancaster Veterans Memorial Library. This location best serves the election process by offering sufficient space for the voters, easy entry/exit from the room (without entering the Library itself) and offers the necessary technology access for use by Dallas County Elections personnel. This location is familiar to our voters and has consistently been used in recent elections for early voting as well as for Election Day voting. During early voting, registered voters may vote at any Dallas County early voting polling location.

Election day voting for the joint election will be held on May 4, 2024, and will be conducted at various branch voting polling locations. A list of all Dallas County Voting Polling locations is available at www.dallascountyvotes.org.

Legal Considerations:

The City Attorney has reviewed the resolution ordering the election. The statutory last day for City Council to order the election is February 16, 2024.

Pursuant to state and federal laws, the resolution (Election Order) is provided in English and Spanish. In addition, the caption on the City's agenda for this meeting for the election order is in English and Spanish.

The 82nd Texas Legislature revised the requirements for notice of early voting locations contained in the

election order. Election law only requires the main early voting location to be listed in the election order. The main early voting location (Dallas County Records Building) and the Lancaster early voting location (Veterans Memorial Library) are included in the election order.

Public Information Considerations:

All requirements for the posting and publishing of the election order will be completed as outlined in the election order. This resolution is being considered at a Regular Meeting of the City Council noticed in accordance with the Texas Open Meetings Act.

Fiscal Impact:

The City's cost will depend on the number of entities contracting with Dallas County for election services. There will be further details regarding estimated election costs in the future agenda item on the joint election agreement. If a run-off election is required, the City will incur additional costs.

Options/Alternatives:

1. City Council may approve the resolution as presented
2. City Council may deny the resolution and direct staff.

Recommendation:

Staff recommends approval of the resolution, as presented, ordering the General Election for a municipal officer Mayor at-large on Saturday, May 4, 2024.

Attachments

Resolution

Resolution - Spanish

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 4, 2024 FOR THE ELECTION OF A MAYOR AT-LARGE FOR A THREE-YEAR TERM; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICE; PROVIDING FOR EARLY VOTING DATES, TIMES AND LOCATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Charter requires that a Mayor shall be elected this year at a General Election to be held on May 4, 2024, under the TEXAS ELECTION CODE and the City's Home Rule Charter; and

WHEREAS, by law it becomes the ministerial duty of the City Council to call for such municipal election;

NOW, THEREFORE, BE IT REMEMBERED THAT on this the 12th day of February 2024, at a duly convened meeting of the City Council of the City of Lancaster, Texas, a quorum being present, the Council issued the following order:

IT IS HEREBY ORDERED that a General Election be held in the City of Lancaster, Texas, on the 4th day of May, 2024, the same being the first Saturday of the month, 7:00 a.m. to 7:00 p.m., for the purpose of electing one Mayor at-large for a three (3) year term; and,

IT IS FURTHER ORDERED That such general election shall be held as a Joint Election administered by the Dallas County Elections Administrator in accordance with the provisions of the TEXAS ELECTION CODE and a Joint Election Agreement; and,

None but legally qualified voters of the City of Lancaster, shall be entitled to vote for a Mayor; and,

The candidate for each such office receiving a majority of all votes cast for all candidates for such office shall be elected to serve such term or until his or her successor is duly elected and qualified; and,

In the event any candidate for any one of said offices fails to receive a majority of all votes cast for all the candidates for such office, a run-off election shall be held. If a run-off election becomes necessary, the run-off election shall be held on Saturday, June 15, 2024. The Dallas County Elections Administrator will conduct the run-off election; and, A Presiding Election Judge and an Alternate Presiding Election Judge shall be appointed in accordance with the Joint Election Agreement; and,

Notice of said election shall be published once in the official newspaper of the City not earlier than April 4, 2024 the 30th day before Election Day, and not later than April 24, 2024, the 10th day before Election Day. Such notice shall also be posted on the Bulletin Board used to publish notice of City Council Meetings not later than April 12, 2024, the last business day prior to the 21st day before Election Day; and,

A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting and deliver a copy of said notice posted to the Mayor of the City of Lancaster after the posting is made; and,

EARLY VOTING

Michael Scarpello, Dallas County Elections Administrator, is the appointed early voting clerk in compliance with Section 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the branch locations.

Early voting by personal appearance will be conducted at the main and branch locations beginning Monday, April 22, 2024, through Friday, April 26, 2024, between 8:00 a.m.-5:00 p.m.; Saturday, April 27, 2024, between 8:00 a.m.-5:00 p.m.; Sunday, April 28, 2024, between 12:00 p.m.-6:00 p.m.; and Monday, April 29, 2024, through Tuesday, April 30, 2024, between 7:00 a.m.-7:00 p.m.; and,

Any qualified voter of Lancaster may vote early for the Joint Election by personal appearance at either the main early voting location or at any Dallas County Branch Early Voting location;

MAIN EARLY VOTING POLLING PLACE:

BRANCH EARLY VOTING POLLING PLACE

Branch early voting for the joint election to be held on May 4, 2024, will be conducted at various branch early voting polling locations including the Lancaster Veterans Memorial Library at 1600 Veterans Memorial Parkway, Lancaster, Texas 75134. A list of all Dallas County Early Voting Polling locations is available at www.dallascountyvotes.org.

EARLY VOTING BY MAIL

Application for a ballot by mail shall be mailed to:
Michael Scarpello - Early Voting Clerk
Office of the Elections Department
1520 Round Table Drive
Dallas, Texas 75247

Application for ballot by mail must be received no later than the close of business on April 23, 2024; and,

BRANCH ELECTION DAY VOTING POLLING PLACES:

Branch voting for the joint election to be held on May 4, 2024, will be conducted at various branch voting polling locations. A list of all Dallas County Voting Polling locations is available at www.dallascountyvotes.org.

The City Secretary shall present such returns to the City Council for the canvassing of said elections; and,

The canvass of said election returns for the election of officers shall be conducted by the City Council not earlier than the 3rd day nor later than the 11th day after the election.

DULY ORDERED by the City Council of the City of Lancaster, Texas on this the 12th day of February, 2024.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

RESOLUCIÓN NO.

RESOLUCIÓN DEL CONSEJO MUNICIPAL DE LA CIUDAD DE LANCASTER, TEXAS, QUE ORDENA UNA ELECCIÓN GENERAL QUE SE CELEBRARA EL 4 DE MAYO DE 2024, PARA LA ELECCIÓN DE UN ALCALDE EN GENERAL PARA UN TÉRMINO DE TRES AÑOS; QUE CONTEMPLA LA PUBLICACIÓN Y PUBLICACIÓN DEL AVISO, LA PRESTACIÓN PARA VOTACIÓN TEMPRANA FECHAS, HORAS Y LUGARES; Y PROPORCIONAR UNA FECHA DE VIGENCIA.

CONSIDERANDO, que la Carta exige que un alcalde de la ciudad será elegidos este año en una elección general que se celebrará el 4 de Mayo de 2024, en el marco del Código Electoral de Texas y

CONSIDERANDO, que, por ley se convierte en el deber ministerial del Consejo de la Ciudad para solicitar tales elecciones municipales

AHORA, POR LO TANTO, debe recordarse que en este día el 12 de febrero de 2024, en una reunión debidamente convocada del Consejo Municipal de la Ciudad de Lancaster, Texas, el quórum está presente, el Consejo emitió el siguiente orden:

SE ORDENA que las elecciones generales se celebrarán en la ciudad de Lancaster, Texas, el día 4 de Mayo de 2024, el mismo ser el primer sábado del mes, de 7:00 a.m. - 7:00 p.m. con el fin de elegir a un alcalde, para un período de tres (3) años y,

SE ORDENA ADEMÁS Que las elecciones generales se llevará a cabo como una elección conjunta administrado por el Administrador de Elecciones del Condado de Dallas, de conformidad con las disposiciones del Código Electoral de Texas y un acuerdo electoral mixto y,

Ninguno pero legalmente calificados votantes de la ciudad de Lancaster, Texas, tendrán derecho a votar por un alcalde; y

El candidato para cada oficina, que recibe la mayoría de los votos emitidos para todos los candidatos a cargos serán elegidos para servir a dicho término o hasta que su sucesor sea debidamente elegido y calificado y,

En el caso de que cualquier candidato a cualquiera de dichos oficios no recibe una mayoría de los votos emitidos a favor de todos los candidatos a dicho cargo, una vuelta de las elecciones se celebrarán. Si una segunda vuelta de las elecciones se hace necesario, la vuelta de las elecciones se celebrará el Sábado, 15 de junio 2024. El Administrador de Elecciones del Condado de Dallas llevará a cabo la segunda vuelta electoral y,

Un Juez de Elección Presidente y un Suplente Elección Juez Presidente será nombrado de conformidad con el acuerdo electoral mixto y,

Aviso de dicha elección se publicará una vez en el periódico oficial de la ciudad no antes del 4 de Abril de 2024, 30 días antes de las elecciones, ya más tardar el 24 de Abril de 2024, el día 10 antes de las elecciones. Dicho aviso también se publicará en el tablón de anuncios utilizado para publicar un anuncio de reuniones del Concejo Municipal a más tardar el 12 de Abril de 2024, el último día hábil antes del día 21 antes de las elecciones y,

Una copia del anuncio publicado que contenga el nombre del periódico y la fecha de publicación se mantiene como un registro de tal notificación, y la persona que envía el anuncio deberá hacer un registro en el momento del anuncio indicando la fecha y lugar de envío y entregar una copia de dicho aviso enviado a el Alcalde de la ciudad de Lancaster, después de que se haga la publicación y,

VOTACIÓN TEMPRANA

Michael Scarpello, Dallas County Elections Administrator, es el designado secretario de votación anticipada en cumplimiento con la Sección 271.006 del Código Electoral de Texas. Otros empleados de la votación anticipada Adjunto será designado como sea necesario para el proceso electrónico de votación temprana y llevar a cabo la votación anticipada en las sucursales.

La votación anticipada en persona se llevará a cabo a partir Lunes, 22 de Abril de 2024 hasta el Viernes, 26 de Abril de 2024, entre 8:00 a.m. - 5:00 p.m.; Sábado, 27 de Abril de 2024, entre las 8:00 a.m. - 5:00 p.m., Domingo, 28 de Abril de 2024, entre las 12:00 p.m. - 6:00 p.m., y 29 de Abril de 2024 hasta el Martes, 30 de Abril de 2024, entre las 7:00 a.m. - 7:00 p.m. y,

Cualquier votante calificado de Lancaster puede votar por adelantado para la elección conjunta de comparecencia personal en cualquier lugar principal de votación anticipada o en cualquier lugar del condado de Dallas lugar de votación temprana:

LUGARE PRINCIPAL DE VOTACIÓN TEMPRANA ELECTORAL:

LUGARES DE VOTACIÓN TEMPRANA

Lugares de votación temprana para la elección conjunta que se celebrará el 4 de Mayo de 2024, se llevará a cabo en varios lugares de votación temprana, incluyendo la Biblioteca Lancaster Veterans Memorial Library at 1600 Veterans Memorial Parkway, Lancaster, Texas 75134. Una lista de todos los lugares del condado de Dallas votación temprana están disponible en www.dallascountyvotes.org.

VOTACIÓN TEMPRANA POR CORREO

Solicitud para votar por correo deberán enviarse a:
Michael Scarpello - De votación anticipada Oficina del
Departamento de Elecciones
1520 Round Table Drive
Dallas, Texas 75247

Solicitud de boleta por correo deberán recibirse a más tardar al cierre de actividades el 23 de Abril de 2024 y,

LUGARES DE VOTACIÓN:

Los lugares de votación para los votantes el día de elecciones conjunta que se celebrará el 4 de Mayo de 2024, llevará a cabo en varios lugares de votación. Una lista de todos los lugares del condado de Dallas votación están disponible en www.dallascountyvotes.org.

El Secretario de la Ciudad deberá presentar estas declaraciones al Ayuntamiento para la captación de dicha elección y,

El escrutinio de los resultados de las elecciones dijo que para la elección de la Mesa se llevará a cabo por el Ayuntamiento no antes del día 3, ni a más tardar el día 11 después de las elecciones.

DEBIDAMENTE ORDENADAS por el Consejo Municipal de la Ciudad de Lancaster, Texas, en este día el 12 de Febrero de 2024.

ATTEST:**APPROVED:**

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

4.

Meeting Date: 02/12/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Nyliah Acosta, Assistant Director of Development Services

Agenda Caption:

DP22-26 Discuss and consider an ordinance approving a general development plan for Lancaster Estates within the Mills Branch Overlay for a mixed housing type development. The property is located southwest of the intersection of North Houston School Road and West Belt Line Road addressed as 2301 West Main Street. The property is known as a 17.98 acre tract of land out of the John M. Rawlins Survey, Abstract 1208 Page 240 and G.K. Sneed Survey, Abstract No. 1278, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located at the northwest intersection of W. Main Street and N. Houston School Road, addressed as 2301 W. Main St. The property is approximately 17.98 acres in size.
2. **Current Zoning:** The subject site is currently zoned Agricultural Open (AO) Mills Branch Overlay, New Neighborhood Zone subdistrict.
3. **Adjacent Properties:**
 - North:** Planned Development (PD) - Undeveloped Land
 - South:** Agricultural Open (AO); Single-Family Residential (SF-5) - Single-Family Dwellings and Undeveloped Land
 - East:** Agricultural Open (AO); Planned Development (PD) - Single-Family Dwellings and Undeveloped Land
 - West:** Agricultural Open (AO); Single-Family Residential (SF-5) - Single-Family Dwellings and Undeveloped Land
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as Rural Living. The development is not in accordance with Rural Living designation; however, the Mills Branch Overlay allows for the mixture of different residential types within a subdivision by right.

5. **Case History:**

Date	Body	Action
10/13/2003	CC	Mills Branch Overlay Adopted
09/18/2003	P&Z	Recommended Approval of the Mills Branch Overlay
10/16/1989	CC	Zoning Map Adopted

Operational Considerations:

The Mills Branch Overlay is meant to provide an attractive, well-balanced combination of traditional, street-oriented commercial buildings, live-work places, community schools, and a variety of housing that will accommodate a broad range of ages and incomes. The overlay envisions a network of interconnected tree-lined streets, houses with porches and stoops, and a variety of common areas and open spaces laced with trails to catalyze personal interaction and strong neighborhood bonds.

Section IV (6) of the Mills Branch Overlay states the general development plan shall be considered for adoption by the Planning & Zoning Commission and City Council. The subject property is within the New Neighborhood Zone, which dictates housing mix, street types, building types and frontage standards.

The applicant proposes an 82 unit residential development. The 82 units will be a mix of a village product, cottage on the mews, and townhomes. This development will be 100% alley loaded, and materials primarily consist of brick, stone, and siding.

The unit mix meets the required 20% Type 1 units, and 20% Type 3 unit type. No deviations have been requested.

Unit Type	No. of Lots	Percentage of Total
Cottage	42	51.2%
Village	19	23.2%
Townhomes	21	25.6%

The following is an overview of the requirements:

Pedestrian and Bike Network

Per Section VI (A) (2) (b) (ii) states, "the Mills Branch trail system shall consist of two types of trails: paved, multiple-use trails, and informal earthen walking and jogging paths. All paved trails shall be designed as multi-use paths for use by pedestrians and bicyclists. Notwithstanding delineated corridors in this sub-section, paved trails shall be a minimum of 10-feet wide... the trails shall be at least 12 feet wide". This development is providing a 12-foot wide earthen trail along Main Street, and a 6-foot earthen trail along the east side of the property to connect to Houston School Rd. The trail requirement has been met.

Landscaping

Section VI (C) (6) (b) states, "the charming rural landscape character of Main Street is one of the district's strengths, and should be preserved and enhanced. The intent of the streetscape standard is to maintain Main Street as a two lane, two-way rural road with no curbs, open swales and an overhead canopy of native trees. The north side shall consist of a 40-foot wide tree preservation parkway, which includes a 10-foot wide hike and bike trail informally aligned to preserve as many significant existing trees as possible". The applicant has provided the 40-foot tree preservation parkway, and a 12-foot trail. The requirement has been met.

Section VI (C) (9) (b) states, "street trees shall be selected from the tree list and be spaced regularly at 30 to 50 feet apart and aligned in a regular allee". 258 trees have been provided on the site. The landscape plan is in compliance with the landscaping requirements.

Open Space

Section VII (3) (a) states, "at least ten (10) percent of the gross area of the General Development Plan shall be comprised of Public Space". 5.26 acres have been dedicated to open space. The 31.2% open space exceeds the required 10%.

Street Network

The Mills Branch Overlay calls for specific roadway standards. The internal streets will be 50-feet wide and

alleys will be 10-feet wide. This plan complies with the Mills Branch thoroughfare plan.

Building Design

For developments less than 20 acres, the New Neighborhood Zone requires at least 20% Type 1 houses, and at least 20% Type 3 houses. The applicant has provided the following:

Type	House Type	# of units	Proposed Square Footage	Required Minimum Square Footage
Type -1	Village	19	2,412	1,600-2,600
Type-3	Townhome	21	1,674	1,100
Type-3	Cottage on Mews	42	1,921	1,400-2,200
Total		82		

The housing type requirement and minimum living area have been met.

Type 1 and 3 houses are required to provide architectural elements such as porches, stoops, bay windows, balconies, masonry clad chimneys, attached pergolas and colonnades. The development plan provides three different elevations. Masonry materials, and porches have been provided on the dwellings to meet the design standards.

The general development plan for Lancaster Mills is in compliance with the Mills Branch Overlay New Neighborhood Zone.

Legal Considerations:

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

Public Information Considerations:

On January 31, 2024 a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to property owners within 200 feet of the subject site, and posted a sign on the property. Three letters of opposition have been received.

Options/Alternatives:

1. The City Council may approve the site plan, as presented.
2. The City Council may approve the site plan with conditions, and state those conditions.
3. The City Council may deny the request

Recommendation:

On April 4, 2023, at their Regular Meeting, the Planning and Zoning Commission recommended approval of the general development plan. Staff concurs.

Attachments

Ordinance

Exhibit A

Location Map

Letters of Opposition

Sign Posting

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, APPROVING A GENERAL DEVELOPMENT PLAN (DP22-26) ON AN APPROXIMATELY 17.98-ACRE TRACT OF LAND ADDRESSED AS 2301 WEST MAIN STREET, LANCASTER, DALLAS, COUNTY, TEXAS, TO ALLOW EIGHTY TWO (82) RESIDENTIAL LOTS KNOWN AS LANCASTER ESTATES; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster, Texas has been presented with a general development plan as in accordance with the Mills Branch Overlay requirements; and

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

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

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

SECTION 1. That the City of Lancaster, Texas hereby approves an 82-unit single-family general development plan for Lancaster Estates attached as Exhibit "A".

SECTION 2. Except as expressly amended herein; Ordinance Number 2008-07-25, the Mills Branch Overlay 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

SECTION 5. This ordinance 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 12th day of February, 2024.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney



TOTAL AREA= 23.87 acre
RESIDENTIAL ZONING AREA= 17.98 acre
GREEN AREA = 5.62 acre
%GREEN AREA= 31.27 %
COMMERCIAL AREA = 5.89 acre [Not part of this development]

LANCASTER ESTATES				COLOR
PROPOSED LAND USE				
TYPE	LOT DESCRIPTION	NO. OF LOTS	PERCENTAGE OF TOTAL	
TYPE-1	Village	19	23.2	
TYPE-3	Townhome	21	25.6	
	Cottage on mews	42	51.2	
Type-3 Total		63	76.8	
Residential Total		82	100	
Developer Sidewalk				
Builders Sidewalk				
12' Earthen Trail (Inside 40' Tree Preservation)				
5' Concrete Sidewalk (Houston School Road)				
Pond/Park area				

ddc DESIGN DEVELOPMENT CONSULTANTS, INC.

CIVIL, MUNICIPAL & LAND DEVELOPMENT CONSULTANT
FIRM REGISTRATION # 10970
400 CHISHOLM PLACE, SUITE 410, PLANO, TX 75075
SITE OFFICE #440, LAFITE Ln, Colleyville, TX, 76034.
Email: abed.ddc@gmail.com

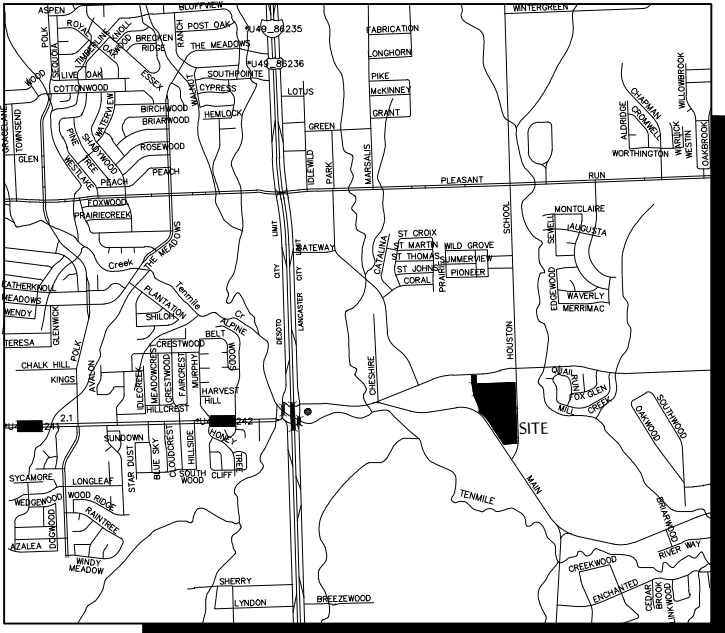
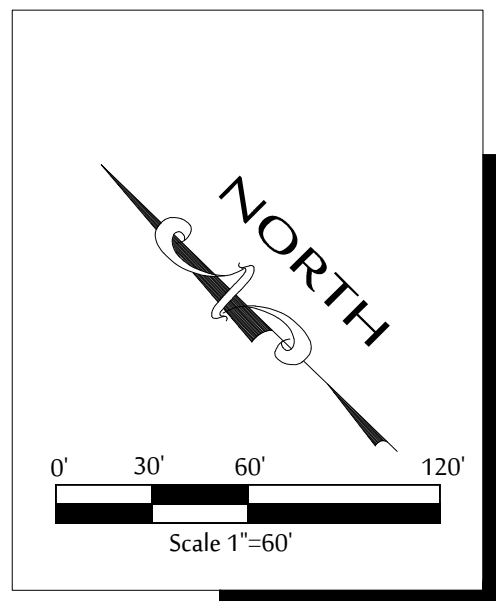
NO.	DATE	SUBMITTAL TYPE
7		
6		
5		
4		
3		
2	09/06/22	2ND ZONING-CITY 1ST SUB.
1		

GENERAL DEVELOPMENT PLAN
LANCASTER ESTATES
VOL. 99193 PG 6811, 23.875 ACRES IN J. M. RAWLINS SURVEY,
ABST # 1208 & G. K. SNEED SURVEY, ABST # 1278,
2301 W MAIN STREET, CITY OF LANCASTER, DALLAS COUNTY, TEXAS.

09/06/22
S.I. ABED
THESE CONSTRUCTION PLANS WERE PREPARED BY S.I. ABED, A REGISTERED PROFESSIONAL ENGINEER NO. 97531, THE SEAL APPEARING ON THIS DRAWING IS THE PROPERTY OF S.I. ABED, P.E. #97531

STATE OF TEXAS
REGISTERED PROFESSIONAL ENGINEER
S.I. ABED
97531

SCALE:	1"=60'
DRAWN: R.H.	CHECKED BY: S.I. ABED
PROJECT #	021002.00
SHEET NO:	01



VICINITY MAP
NOT TO SCALE

Type	Quantity	caliper	Total Caliper	Symbol	Scientific Name	Common Name	Planting Size
Planted tree	126	315	635		<i>Magnolia grandiflora</i>	Little Gem Magnolia	2.5"-Cal
	128	320			<i>Taxodium distichum</i>	Bald Cypress	2.5"-Cal

DEVELOPER:
MUHAMMAD NAEEM M.D.
WISE REGIONAL HOSPITAL
DECTAUR, TX
EMAIL: naeemmd09@yahoo.com
TEL: 574-339-0361

ENGINEER:
S.I.ABED, PRINCIPAL, DDC, INC.
400 CHISHOLM PLACE # 410
PLANO, TEXAS, 75075
TEL: 214-868-9320
EMAIL: abed.ddc@gmail.com

OWNER:
THRIVE BUILDER, LLC
MUHAMMAD NAEEM
2803 TYLER ST.
SOUTHLAKE, TEXAS, 76092
TEL: 574-339-6304
EMAIL: naeemmd09@yahoo.com

CONCEPTUAL LANDSCAPE PLAN
LANCASTER ESTATES
LOT 1-3,BLOCK-A/LOT 1-27,BLOCK-B/LOT 1-41,BLOCK-C/
LOT 1-11,BLOCK-D, 17.98 ACRES IN JOHN M. RAWLINS
SURVEY, ABSTRACT NO. 1208 AND G. K. SNEED SURVEY, ABSTRACT NO. 1278,
2301 W MAIN STREET,CITY OF LANCASTER, DALLAS COUNTY,TEXAS.

ddc DESIGN DEVELOPMENT
CONSULTANTS, INC.

CIVIL, MUNICIPAL & LAND DEVELOPMENT CONSULTANT
FIRM REGISTRATION # 10970
400 CHISHOLM PLACE, SUITE 410, PLANO, TX 75075
SITE OFFICE #4440, Suite 10, Colleyville, TX, 76034.
Email: abed.ddc@gmail.com

NO.	DATE	SUBMITTAL TYPE
7		
6		
5		
4		
3		
2	09/06/22	2ND ZONING-CITY 1ST SUB.
1		

CONCEPTUAL LANDSCAPE PLAN
LANCASTER ESTATES
VOL. 99193 PG 6811,23.875 ACRES IN J. M. RAWLINS SURVEY,
ABST # 1208 & G. K. SNEED SURVEY, ABST # 1278.
2301 W MAIN STREET,CITY OF LANCASTER, DALLAS COUNTY,TEXAS.

S.I.ABED 09/06/22

THESE CONSTRUCTION PLANS WERE PREPARED BY S.I.ABED, A REGISTERED PROFESSIONAL ENGINEER NO. 97531, THE SEAL APPEARING ON THIS DRAWING IS HIS AUTHORIZED SEAL. NO. 97531.

STATE OF TEXAS
S.I.ABED
REGISTERED PROFESSIONAL ENGINEER

SCALE:	1"=60'
DRAWN: R.H.	CHECKED BY: S.I.ABED
PROJECT #	021002.00
SHEET NO:	02



INSET-2: Unprotected Miscellaneous Trees

INSET-1: Unprotected Miscellaneous Trees

DEVELOPER:
MUHAMMAD NAEEM M.D.
WISE REGIONAL HOSPITAL
DECTAUR, TX
EMAIL: naeemmd09@yahoo.com
TEL: 574-339-0361

ENGINEER:
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MUHAMMAD NAEEM
2803 TYLER ST.
SOUTHLAKE, TEXAS, 76092
TEL: 574-339-6304
EMAIL: naeemmd09@yahoo.com

GENERAL EX. LANDSCAPE PLAN
LANCASTER ESTATES

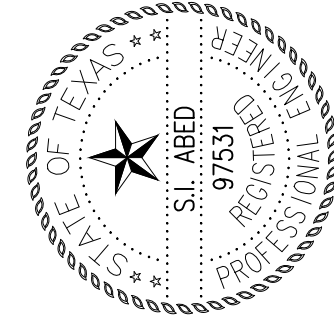
LOT 1-3,BLOCK-A/LOT 1-27,BLOCK-B/LOT 1-41,BLOCK-C/
LOT 1-11,BLOCK-D, 17.98 ACRES IN JOHN M. RAWLINS
SURVEY, ABSTRACT NO. 1208 AND G. K. SNEED SURVEY, ABSTRACT NO. 1278,
2301 W MAIN STREET,CITY OF LANCASTER, DALLAS COUNTY,TEXAS.

GENERAL EX. LANDSCAPE PLAN

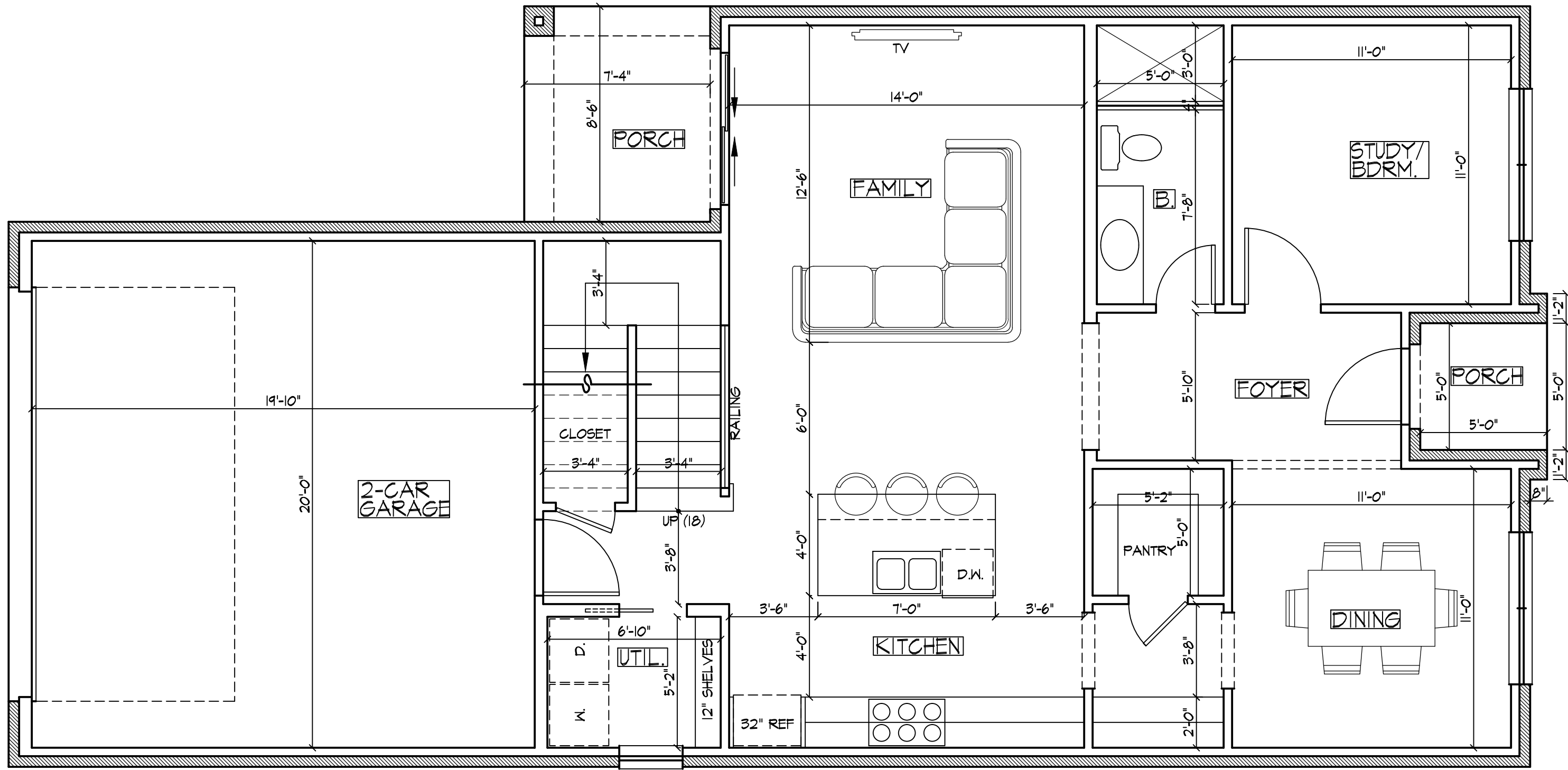
LANCASTER ESTATES

VOL. 99193 PG 6811,23.875 ACRES IN J. M. RAWLINS SURVEY,
ABST. # 1208 & G. K. SNEED SURVEY, ABST. # 1278,
2301 W MAIN STREET,CITY OF LANCASTER, DALLAS COUNTY,TEXAS.

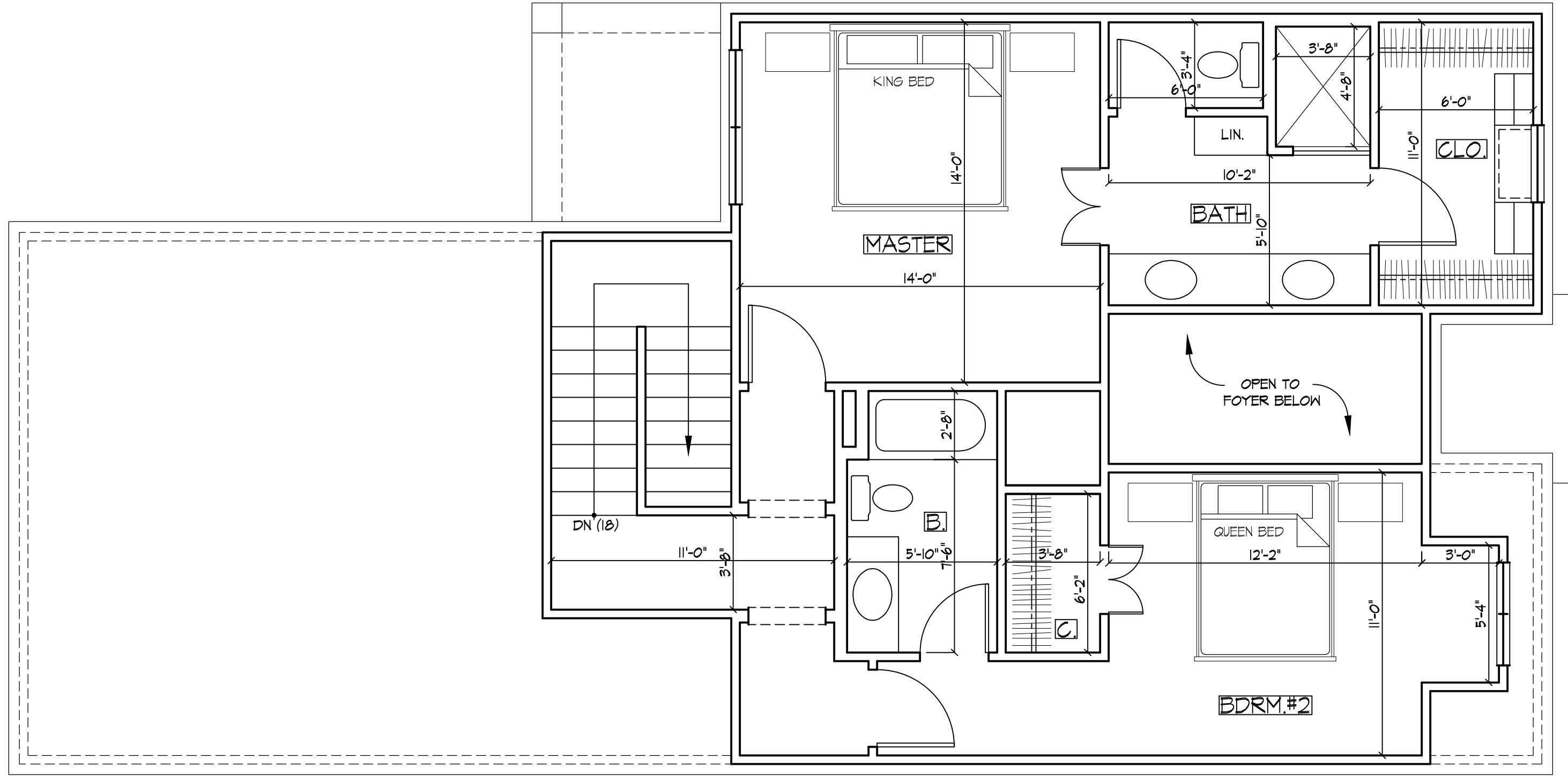
S.I.ABED 09/05/22



SCALE: 1"=60'
DRAWN: R.H. CHECKED BY: S.I.ABED
PROJECT # 021002.00
SHEET NO: 01



FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"



SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



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

AREAS	
FIRST FLOOR LIVING AREA	1,091 SQ. FT.
SECOND FLOOR LIVING AREA	824 SQ. FT.
TOTAL LIVING AREA	1,921 SQ. FT.
GARAGE	446 SQ. FT.
PORCH & PATIO	27 SQ. FT.
OUTDOOR LIVING	62 SQ. FT.
TOTAL UNDER ROOF AREA	2,456 SQ. FT.

FILE NAME: 2264-PLAN-A (24-22-2022) HW

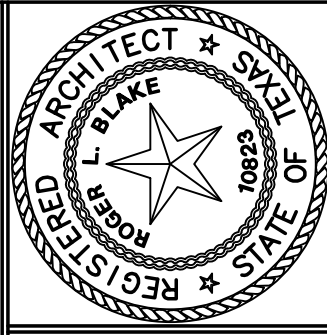
SHEET
A-3
OF 5A SHEETS

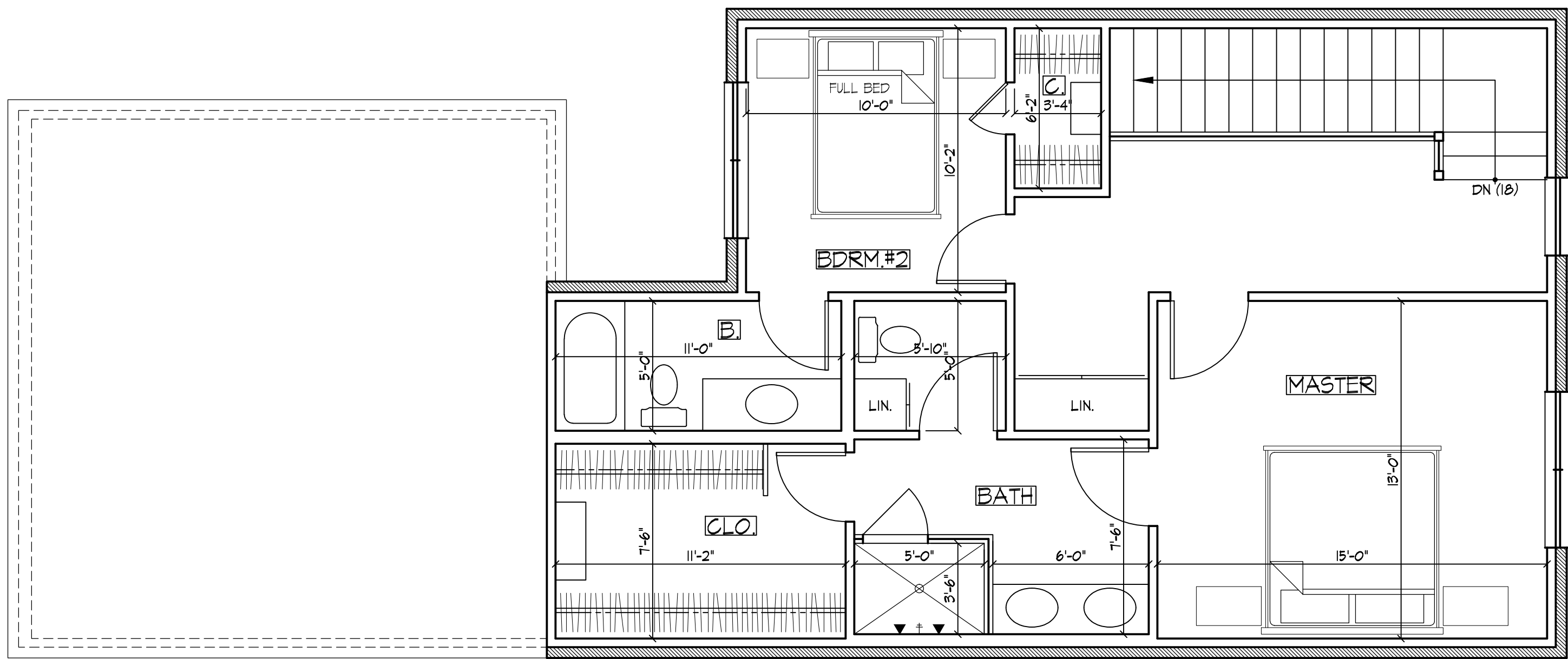
LANCASTER ESTATES TOWNHOMES
ADDRESS LANCASTER, TEXAS

COTTAGES

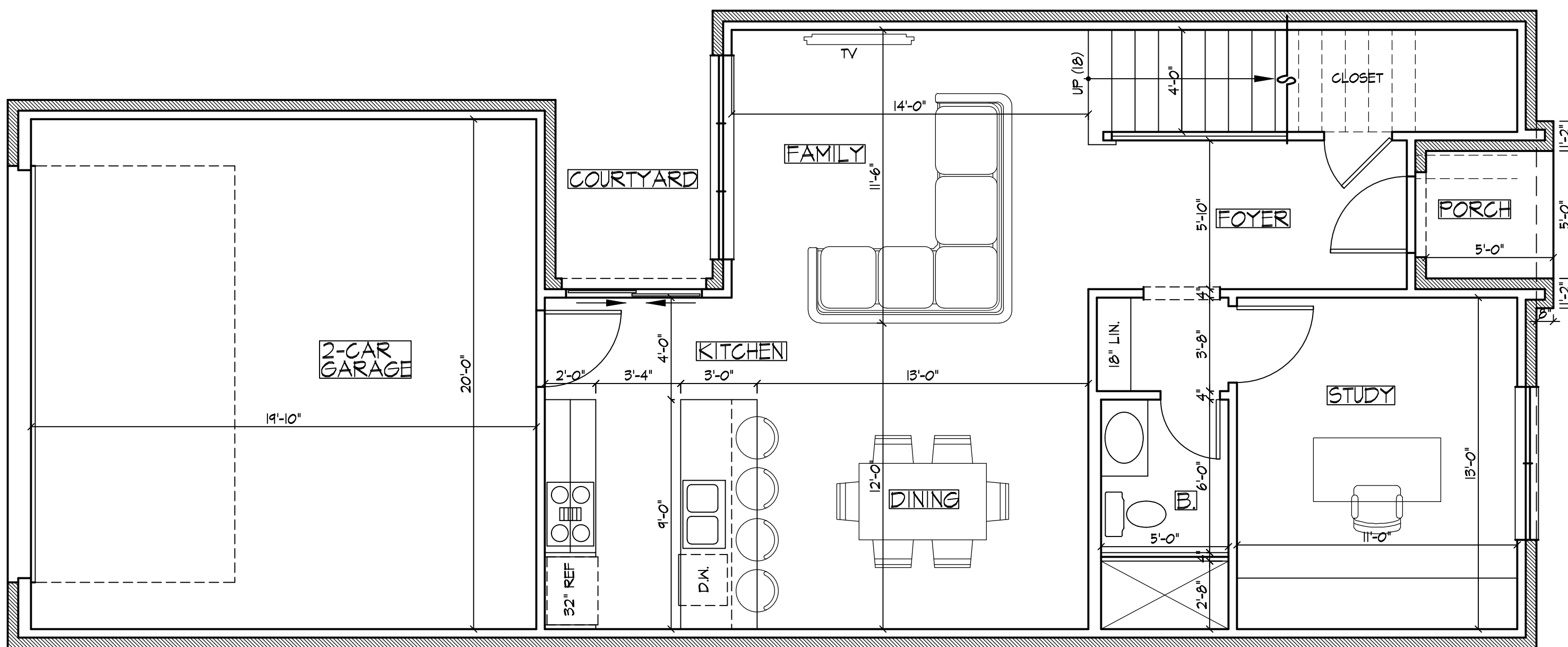
BLAKE ARCHITECTS
1202 S. White Chapel Blvd. Suite A
Southlake, Texas 76092 • 817-488-9397

JOB #2264





SECOND FLOOR PLAN
SCALE: 1/4"=1'-0"



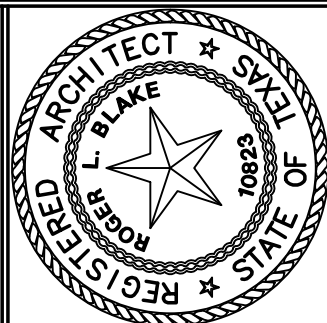
FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"

AREAS	
FIRST FLOOR LIVING AREA	887 SQ. FT.
SECOND FLOOR LIVING AREA	787 SQ. FT.
TOTAL LIVING AREA	1674 SQ. FT.
GARAGE	451 SQ. FT.
PORCH & PATIO	27 SQ. FT.
TOTAL UNDER ROOF AREA	2152 SQ. FT.



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

FILE NAME: 2264-PLAN A (04-22-2022) HW



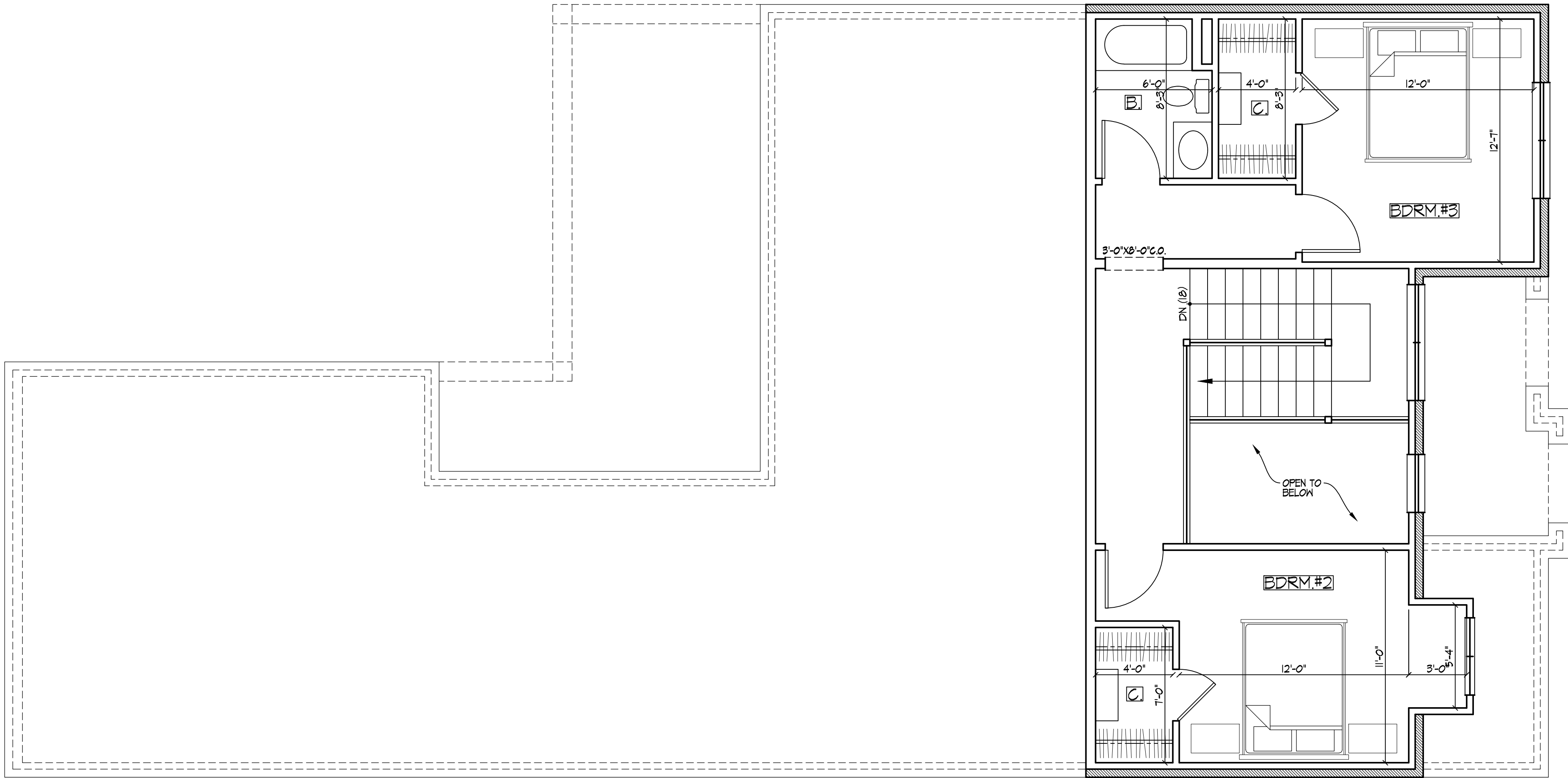
JOB #2264

BLAKE ARCHITECTS
1202 S. White Chapel Blvd. Suite A
Southlake, Texas 76092 • 817-488-9397

TOWN
HOME

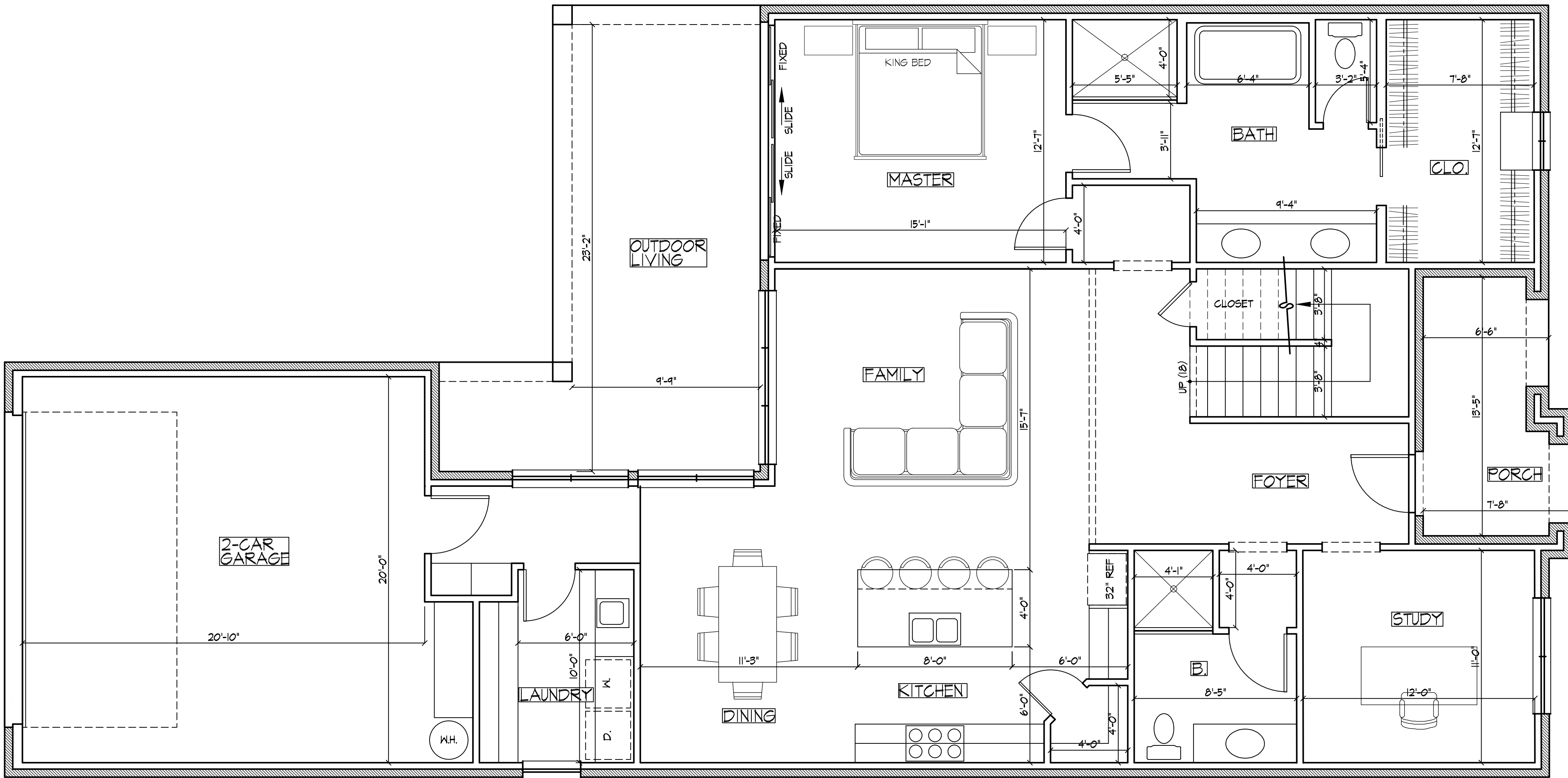
LANCASTER ESTATES TOWNHOMES
ADDRESS LANCASTER, TEXAS

SHEET
A-3
OF 5A SHEETS



SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"



FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

AREAS	
FIRST FLOOR LIVING AREA	1,744 SQ. FT.
SECOND FLOOR LIVING AREA	618 SQ. FT.
TOTAL LIVING AREA	2,412 SQ. FT.
GARAGE	445 SQ. FT.
PORCH & PATIO	96 SQ. FT.
OUTDOOR LIVING	243 SQ. FT.
TOTAL UNDER ROOF AREA	3,216 SQ. FT.



FRONT ELEVATION

SCALE: 1/4"=1'-0"

FILE NAME: 2264-PLAN A (24-22-2022) HW

BLAKE ARCHITECTS

1202 S. White Chapel Blvd.
Southlake, Texas 76092

VILLAGE HOME

LANCASTER ESTATES TOWNHOMES

ADDRESS LANCASTER, TEXAS

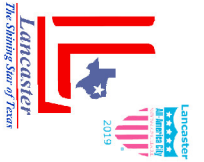
SHEET

A-3

OF 5A SHEETS

JOB #2264

City of Lancaster
3201 W Main St
Zoned: AO



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.



0 55 110 220 Feet

Date: 3/22/2023





NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. – DP22-26:** Conduct a public hearing and consider a general development plan within the Mills Branch Overlay, for the property addressed as 2301 West Main Street located north of Main Street, west of North Houston School Road, and south of West Belt Line Road. It is approximately 17.98 acres in size and is further described as a tract of land situated in the John M. Rawlins Survey Abstract No. 1208, G.K. Sneed Survey, Abstract No. 1278, City of Lancaster, Dallas County, Texas.

LOCATION: The property is located north of Main Street, west of North Houston School Road, and south of West Belt Line Road.

EXPLANATION OF REQUEST: A general development plan on a property that is approximately 17.98 acres in size.



I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

COMMENTS:

Possible ↑ of crime + trash on road,
*Increased traffic taking away the "country view"

SIGNATURE:

Chris Lyday

ADDRESS:

2306 W. Main St.

The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, February 12, 2024 at 7:00 pm**. The meeting will be open to the public; meeting details will be provided on the agenda which will be posted online at [Agenda and Minutes | Lancaster, TX - Official Website \(lancaster-tx.com\)](https://www.lancaster-tx.com/Agenda-and-Minutes) at least 72 hours prior to the meeting's date.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Friday, February 9, 2024** for your comments to be recorded for the City Council meeting.

If you have any questions concerning this request,
please contact the Planning Division
Phone 972-218-1315
FAX 972-218-3616

RETURN BY FAX OR MAIL

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

2306 W MAIN



CITY OF LANCASTER

SHINING STAR OF TEXAS

Development Services - Planning



NOTICE OF PUBLIC HEARING

TO: Property Owner

RE: **Case No. – DP22-26:** Conduct a public hearing and consider a general development plan within the Mills Branch Overlay, for the property addressed as 2301 West Main Street located north of Main Street, west of North Houston School Road, and south of West Belt Line Road. It is approximately 17.98 acres in size and is further described as a tract of land situated in the John M. Rawlins Survey Abstract No. 1208, G.K. Sneed Survey, Abstract No. 1278, City of Lancaster, Dallas County, Texas.

07:27 PM 8 FEB 8 2025

LOCATION: The property is located north of Main Street, west of North Houston School Road, and south of West Belt Line Road.

EXPLANATION OF REQUEST: A general development plan on a property that is approximately 17.98 acres in size.

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

COMMENTS:

See attached
SIGNATURE: *[Signature]*
ADDRESS: 390 N. Houston School Rd, Lancaster TX 75146

The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, February 12, 2024 at 7:00 pm**. The meeting will be open to the public; meeting details will be provided on the agenda which will be posted online at [Agenda and Minutes | Lancaster, TX - Official Website \(lancaster-tx.com\)](https://www.lancaster-tx.com/agenda) at least 72 hours prior to the meeting's date.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Friday, February 9, 2024** for your comments to be recorded for the City Council meeting.

If you have any questions concerning this request, please contact the Planning Division
Phone 972-218-1315
FAX 972-218-3616

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



Warren & Anna Puziewicz
390 N Houston School Rd
Lancaster TX 75146

To Lancaster city council and planning division:

25 FEB 8 PM 2:21

We wish to register our opposition to Case Number DP22-26 regarding the development plan at 2301 West Main Street. This development will have a negative impact on the value and desirability of our house and a negative impact on our quality of life. The development plan that we have seen shows one of the entrances to the development directly across the road from our house. This will have headlights shining straight into our bedroom windows, and the noise of vehicles accelerating away from the stop. This is the same objection that we had the last time they tried to put this plan through.

The developer is a neurologist, so should be well aware of the health effects of constant noise and sleep interruption. We know that he is aware that he's aiming that street directly into our bedroom windows because last time this plan was up for approval his representative paid us a visit and tried to convince us that this was inevitable and we should drop our objections and just live with it.

We have a U-shaped driveway and we already have people blasting through less than 3 feet from the bedroom windows because they would rather drive through than reverse at the road. That will get much worse if we are right at the entrance as our driveway will look like a convenient place to pull through when someone forgets their phone or their wallet.

There is no stop light at the intersection of West Main Street and Belt Line Road. Anyone needing to travel west on Belt Line will likely use the entrance in front of our house. Of all the houses along this stretch of Houston School Road, ours is the closest to the road and the most affected by the proximity of the entrance.

The original plan for this development had a block of apartments which were eventually changed out for more townhomes. There are not many blocks of townhomes in Lancaster, which makes us suspect these are earmarked as rentals for the investors rather than owner-occupied homes. We recall from the last time this development was proposed that this housing density did not fit the city's plan for the area. Most of the lots proposed are barely half the size of the lots in the Rolling Meadows development just to the northwest of this site.

Please vote against this development plan.

Thank you,

Warren and Anna

Two handwritten signatures in dark ink. The first signature on the left is a stylized, cursive 'W' followed by a checkmark-like flourish. The second signature on the right is a more formal, cursive signature, likely 'Anna Puziewicz', with a long horizontal line extending to the right.



This is how close vehicles are to our bedroom windows when they decide to use our driveway as a drive-through turnaround.



CITY OF LANCASTER

SHINING STAR OF TEXAS

Development Services - Planning



NOTICE OF PUBLIC HEARING

TO: Property Owner

'25 FEB 8 PM 2:21

RE: **Case No. – DP22-26:** Conduct a public hearing and consider a general development plan within the Mills Branch Overlay, for the property addressed as 2301 West Main Street located north of Main Street, west of North Houston School Road, and south of West Belt Line Road. It is approximately 17.98 acres in size and is further described as a tract of land situated in the John M. Rawlins Survey Abstract No. 1208, G.K. Sneed Survey, Abstract No. 1278, City of Lancaster, Dallas County, Texas.

LOCATION: The property is located north of Main Street, west of North Houston School Road, and south of West Belt Line Road.

EXPLANATION OF REQUEST: A general development plan on a property that is approximately 17.98 acres in size.

☐
☒

I AM IN FAVOR OF THE REQUEST FOR THE FOLLOWING REASONS:

I AM OPPOSED TO THE REQUEST FOR THE FOLLOWING REASONS:

I see list

COMMENTS:

see attached list

SIGNATURE:

Gamie Rush

ADDRESS:

2400 W. Main St

The City Council will hold a public hearing and take action on the above case at their meeting on **Monday, February 12, 2024 at 7:00 pm**. The meeting will be open to the public; meeting details will be provided on the agenda which will be posted online at [Agenda and Minutes | Lancaster, TX - Official Website \(lancaster-tx.com\)](https://www.lancaster-tx.com/agenda-and-minutes) at least 72 hours prior to the meeting's date.

Please legibly respond in ink. If the signature and/or address are missing, your comments will not be recorded. Your response must be received in the Planning Division by 5 p.m. on **Friday, February 9, 2024** for your comments to be recorded for the City Council meeting.

If you have any questions concerning this request,
please contact the Planning Division
Phone 972-218-1315
FAX 972-218-3616

RETURN BY FAX OR MAIL

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



Laurie Rush comments for Case No. – DP22-26

Address 2400 W Main St (home)

Address 2500 W Main St (Ag Land)

1. My natural gas line runs under this property to Belt Line Rd. There is an easement for my gas line related to this property.
2. Property values will decrease due to too many (82) mostly cottage homes, townhomes and village homes put in one area.
3. There will be an increase in crime in our area.
4. Increase in pollution.
5. Increase in noise.
6. I cannot get out of my driveway currently as cars are driving fast up the hill on one side and around the curve on the other side. Adding 200 plus vehicles on the one lane on Main St. will cause major traffic congestion along with destruction of our current road.
7. I have been told all the mature trees on this property will be destroyed. There is a tree ordinance which protects certain trees.
8. I live where I do for country living. My great grandparents owned this land we are discussing before they passed and left land to their children. One of whom donated all land and house to Scottish Rite for Children. So, for her generosity now I have this?
9. Unsightly view from my front yard. My entire front yard view will be this monstrosity of tiny lots, condos and not many village homes.
10. There will be an obvious erosion of land, soil due to runoff of water when all concrete is put in and will drain down the ditch across to our homes.
11. Feral hogs have been tearing up our land for years with no help from the city. They currently reside on the property you are planning on building on. This will send them to our property.
12. I am surprised that the City of Lancaster (P&Z and City Council) would want this Housing Development to create havoc on homeowners who have lived here for many years.
13. There is no possibility that 2 exits would be appropriate in any way for all the vehicles added to this property.



Public Hearing



DP22-26

General Development Plan

For More Information

PLANNING DIVISION

972-218-1315

CITY OF LANCASTER BOARDS AND COMMISSIONS

City Council Regular Meeting

5.

Meeting Date: 02/12/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Kim Haynie, Senior Planner

Agenda Caption:

M24-14 Discuss and consider a resolution authorizing the City Manager to execute a development agreement with Base21, LLC; DC1776, LLC; and TXWL, LLC relating to site design elements and building materials for the construction on the properties addressed as 1201 and 1345 E. Belt Line Rd, and 1240 Greene Rd. being a 98.60 tract of land situated in the James McMillan Survey, Abstract No. 987, John Greene Survey, Abstract No. 504, and the Thomas M. Ellis Survey, Abstract 432, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located on E. Belt Line Rd., addressed as 1201 and 1345 E. Belt Line Rd. and 1240 Greene Rd. The property is 98.60 acres in size.
2. **Current Zoning:** The subject site is currently zoned Agricultural Open (AO), Logistics Port Planned Development (PD), Port Industrial B Subdistrict and Lanport Overlay, Business Park Subdistrict.
3. **Adjacent Properties:**
 - North:** Logistics Port PD - Walmart E-Commerce and Undeveloped Land
 - South:** CP Belt Line South PD - Undeveloped Land
 - East:** Agricultural Open (AO) Lanport Overlay - Single-Family Residence and Undeveloped Land
 - West:** CP Belt Line North PD - Undeveloped Land
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as Aviation. The proposed use is compatible with the Aviation designation.

Operational Considerations:

This is a companion item to zoning case Z24-3, a request to rezone the subject property from Agricultural Open (AO), Logistics Port Planned Development (PD), Port Industrial B Subdistrict and Lanport Overlay, Business Park Subdistrict. The purpose of this development agreement is to ensure the site develops utilizing materials identified in the Development Agreement. During the 86th Texas Legislature session, House Bill 2439 passed and was effective as of September 1, 2019 which "prohibits a governmental entity from enforcing a rule, charter provision, ordinance, order, building code or other regulation that prohibits or limits, directly or indirectly, the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building if the building product or material is approved for use by a national model code published within the last code cycles that applies to the construction, renovation, maintenance, or other alteration of the building ..." The development agreement illustrates the City and the Developer agree to the use of proposed building materials for the development depicted in **Exhibit A** of the Development Agreement. **Exhibit A** illustrates the use of primarily masonry material on all facades of the proposed building, as well

as a concept plan and landscape plan.

Public Information Considerations:

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

Options/Alternatives:

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

Recommendation:

Staff recommends approval, as presented.

Attachments

Resolution

Exhibit A

Letter of Intent

Location Map

RESOLUTION NO.

A RESOLUTION (M24-14) OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING A DEVELOPMENT AGREEMENT, ATTACHED AND INCORPORATED HERETO AS "EXHIBIT A", BETWEEN THE CITY OF LANCASTER, TEXAS AND BASE21, LLC.; DC1776, LLC.; AND TXWL, LLC., REGARDING BUILDING MATERIALS AND SITE DESIGN ELEMENTS FOR THE DEVELOPMENT OF QTS BELT LINE LOCATED ON BELT LINE ROAD, WEST OF FERRIS ROAD, FOR THE 98.60 ACRE PROPERTY ADDRESSED AS 1201 AND 1345 BELT LINE ROAD, AND 1240 GREENE ROAD, SITUATED IN THE JAMES MCMILLAN SURVEY, ABSTRACT NO. 987, JOHN GREENE SURVEY, ABSTRACT NO. 504 AND THE THOMAS M. ELLIS SURVEY, ABSTRACT NO. 432, CITY OF LANCASTER, DALLAS COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, BASE21, LLC, DC1776, LLC, and TXWL, LLC. are the owners of 98.60 acres of land, situated in the James McMillan Survey, Abstract No. 987, John Green Survey, Abstract No. 504, and in the Thomas M. Ellis Survey, Abstract 432, in the City of Lancaster ("City"), and known as "QTS Belt Line", (the "Property"); and

WHEREAS, BASE21, LLC; DC1776, LLC; and TXWL, LLC and the City have negotiated and agreed upon building materials as described in "Exhibit 2", for the Property, and have agreed upon the Development Agreement attached hereto as "Exhibit A" for the property described as "Exhibit 1" "Legal Description" all of which are incorporated by reference; and

WHEREAS, the City Council of the City of Lancaster, Texas has determined that execution of the Development Agreement is in the best interest of the citizens of Lancaster, Texas, and desires to authorize the City to enter into the Agreement and to authorize the City Manager to execute the agreement on behalf of the City.

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

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

SECTION 2. The Development Agreement pertaining to QTS Belt Line and attached hereto as Exhibit "A," is hereby ratified and approved, and the City Manager is authorized to execute the agreement on behalf of the City.

SECTION 3. If any article, paragraph, subdivision, clause or provision of this ordinance or the Comprehensive Zoning Map, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this ordinance as a whole or any part or provision thereof, or of the Comprehensive Zoning Map, as amended hereby, other than the part so declared to be invalid or unconstitutional.

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

SECTION 5. 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 12th day of February, 2024.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

Exhibit A

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Lancaster, Texas ("City"), and BASE21, LLC; DC1776, LLC; TXWL, LLC; collectively ("Owner") (individually, a "Party") to be effective (the "Effective Date") on the latest date executed by a Party.

WHEREAS, the City is a home-rule municipal corporation, located in Dallas County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Owner is the owner of the ± 98.60 acre property located at the north of Belt Line Rd. West of Ferris Road, in the City, the legal description of which is more particularly described in Exhibit 1, attached hereto and incorporated by reference (the "Property"); and

WHEREAS, Owner was requested by the City to specify certain requirements to be followed in the development of the Property; and

WHEREAS, this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Owner's reasonable investment-backed expectations in the Property, as may be amended, and as more fully described herein; and

WHEREAS, subject to the terms of this Agreement, Owner agrees and acknowledges that it will construct on the Property structures in accordance with the provisions, standards and notes reflected in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. **Design Elements/Development Standards.** Design elements and development standards to be incorporated into the development of the Property, are included in Exhibit 2.

2. **Covenant Running with the Land.** The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Owner and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other owners of the Property, regardless of whether this Agreement is expressly referenced therein.

3. **Applicability of City Ordinances.** Owner shall develop the Property, and construct all structures on the Property, in accordance with all applicable City ordinances and building/construction codes.

4. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

5. 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. Exclusive venue for any action arising under this Agreement shall lie in Dallas County, Texas.

6. Notice. Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City: The City of Lancaster
211 N. Henry St.
P.O. Box 940
Lancaster, Texas 75146
Attention: City Manager

If to Owner: BASE21, LLC; DC1776, LLC; TXWL, LLC
P.O. Box 249
Colleyville, Texas 76034

7. Prevailing Party. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

8. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

9. Savings/Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

10. Binding Agreement. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either party.

11. Authority to Execute. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Owner warrants and represents that the individual executing this Agreement on behalf of Owner has full authority to execute this Agreement and bind Owner to the same. The City Council hereby authorizes the City Manager of the City to execute this Agreement on behalf of the City.

12. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Dallas County, Texas.

13. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation.

14. Notification of Sale or Transfer: Assignment of Agreement. Owner shall notify the City in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the City within ten (10) business days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the City. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

15. Sovereign Immunity. The Parties agree that the City has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

16. Effect of Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council; and (d)

reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

17. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

18. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

19. Exactions/Infrastructure Costs. Owner has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Owner, regarding Owner's rights under Texas and federal law. Owner hereby waives any requirement that the City retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the City are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Owner specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Owner hereby releases the City from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

20. Rough Proportionality. Owner hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to roadway or infrastructure requirements imposed by this Agreement. Owner and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement, with respect to roadway or infrastructure requirements imposed by this Agreement.

21. Waiver of Texas Government Code § 3000.001 et seq. With respect to any structures or improvements constructed on the Property pursuant to this Agreement, Owner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, effective as of September 1, 2019.

22. Time. Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

23. Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

24. Amendment. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor owner of all or any part of the Land; however, the failure to provide such copies shall not affect the validity of any amendment.

25. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

CITY:

THE CITY OF LANCASTER, TEXAS

By: _____

Name: Opal Mauldin-Jones

Title: City Manager, City of Lancaster

STATE OF TEXAS)

)

COUNTY OF DALLAS)

 This instrument was acknowledged before me on the ____day
of _____, 2024, by Opal Mauldin-Jones City Manager of the City of
Lancaster, Texas, on behalf of the City of Lancaster, Texas.

Notary Public, State of Texas

My Commission Expires: _____

OWNER:

Base21, LLC

STATE OF TEXAS)

By: _____

Name:

Title:

COUNTY OF DALLAS)

 This instrument was acknowledged before me on the ____day
of _____, 2024, by Base21, LLC known to be the person
whose name is subscribed to the foregoing instrument, and that he executed the same
on behalf of and as the act of Owner.

Notary Public, State of Texas

My Commission Expires: _____

**OWNER:
DC1776, LLC**

STATE OF TEXAS)

By: _____

Name:

Title:

COUNTY OF DALLAS)

 This instrument was acknowledged before me on the ____day
of _____, 2024, by DC1776, LLC known to be the person
whose name is subscribed to the foregoing instrument, and that he executed the same
on behalf of and as the act of Owner.

Notary Public, State of Texas

My Commission Expires: _____

**OWNER:
TXWL, LLC**

STATE OF TEXAS)

By: _____

Name:

Title:

COUNTY OF DALLAS)

 This instrument was acknowledged before me on the ____day
of_____, 2024, by TXWL, LLC known to be the person
whose name is subscribed to the foregoing instrument, and that he executed the same
on behalf of and as the act of Owner.

Notary Public, State of Texas

My Commission Expires: _____

Exhibit 1
Legal Description

PROPERTY DESCRIPTION
TRACT 1

BEING a tract of land situated in the Jones Green Survey, Abstract No. 504, City of Lancaster, Dallas County, Texas, and being all of a called 6.0018 acre tract of land described in the Special Warranty Deed to Base21 LLC, recorded in Instrument No. 202300081389, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the north right-of-way line of Belt Line Road (a variable width right-of-way) at the southwest corner of said 6.0018 acre tract, same being the most southerly southeast corner of a called 23.32 acre tract of land described in a Special Warranty Deed to DC1776, LLC, recorded in Instrument No. 202100209708, O.P.R.D.C.T.;

THENCE with the common line of said 6.0018 acre tract and said 23.32 acre tract, the following courses and distances:

North 10°56'47" West, a distance of 396.02 feet to a 1/2-inch iron rod found for corner;

North 75°23'28" East, to a 1/2-inch iron rod found for corner;

North 12°10'15" West, a distance of 801.64 feet to a 1/2-inch iron pipe found for corner;

North 75°36'54" East, a distance of 112.38 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the most northerly northeast corner of said 6.0018 acre tract, same being the northwest corner of a called 3.069 acre tract of land described in a Warranty Deed to Texas Utilities Electric Company, recorded in Volume 87097, Page 4609, Deed Records, Dallas County, Texas;

THENCE with the common line of said 6.0018 acre tract and said 3.069 acre tract, the following courses and distances:

South 02°15'41" West, a distance of 9.84 feet to a 1/2-inch iron rod found for corner;

South 12°10'14" East, a distance of 1,115.63 feet to a 3-1/4 inch aluminum disk stamped "Dallas Power & Light" found for corner;

South 02°10'05" East, passing at a distance of 72.26 feet, a 3-1/4 inch aluminum disk stamped "Dallas Power & Light" found, and continuing with said common line for a total distance of 72.91 feet to a point for corner in the aforementioned north right-of-way line of Belt Line Road, and being at the southeast corner of said 6.0018 acre tract and the southwest corner of said 3.069 acre tract, and at the beginning of a non-tangent curve to the left with a radius of 5,779.65 feet, a central angle of 01°14'11", and a chord bearing and distance of South 75°39'00" West, 124.70 feet;

THENCE with said north right-of-way line of Belt Line Road, the following courses and distances:

In a southwesterly direction, with said non-tangent curve to the left, an arc distance of 124.71 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 75°12'01" West, a distance of 307.48 feet to the **POINT OF BEGINNING** and containing 261,438 square feet or 6.0018 acres of land.

PROPERTY DESCRIPTION
TRACT 2

BEING a tract of land situated in the Jones Greene Survey, Abstract No. 504, City of Lancaster, Dallas County, Texas, and being all of a called 23.32 acre tract of land described in a Special Warranty Deed to DC1776, LLC, recorded in Instrument No. 202100209708, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the north right-of-way line of Belt Line Road (a called 100 foot right-of-way) at the southwest corner of a called 6.0018 acre tract of land described in the Special Warranty Deed to Base21 LLC, recorded in Instrument No. 202300081389, O.P.R.D.C.T.;

THENCE with said north right-of-way line, the following courses and distances:

South 75°12'01" West, a distance of 324.98 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the right with a radius of 5,679.65 feet, a central angle of 01°13'07", and a chord bearing and distance of South 75°58'39" West, 120.80 feet;

In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 120.80 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found at the southeast corner of a called 46.2588 acre tract of land described in a Special Warranty Deed to Base21, LLC, recorded in Instrument No. 202200017686, O.P.R.D.C.T.;

THENCE North 00°38'53" West, with the east line of said 46.2588 acre tract, a distance of 2,119.21 feet to an axle found at the northwest corner of said 23.32 acre tract, same being the southwest corner of a called 21.8487 acre tract of land designated as "Tract II" in a Special Warranty Deed to TXWL LLC, recorded in Instrument No. 202100029850, O.P.R.D.C.T.;

THENCE South 62°56'17" East, with the common line of said 23.32 acre tract and said 21.8487 acre tract, a distance of 739.97 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found at the northeast corner of said 23.32 acre tract, same being the southeast corner of said 21.8487 acre tract, and being at the northwest corner of a called 0.772 acre tract of land described in a Warranty Deed to Texas Utilities Electric Company, recorded in Volume 87097, Page 4612, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being at the southwest corner of a called 4.034 acre tract of land described in a Warranty Deed to Texas Utilities Electric Company, recorded in Volume 87086, Page 3703, D.R.D.C.T.;

THENCE South 02°18'14" West, with the common line of said 23.32 acre tract and said 0.772 acre tract, a distance of 385.82 feet to the southwest corner of said 0.772 acre tract, same being an angle point in the east line of said 23.32 acre tract, and being in the north line of a called 3.069 acre tract of land described in a Warranty Deed to Texas Utilities Electric Company, recorded in Volume 87097, Page 4609, D.R.D.C.T.;

THENCE South 75°36'54" West, with the common line of said 23.32 acre tract and said 3.069 acre tract, passing at a distance of 7.81 feet, the northwest corner of said 3.069 acre tract, same being the northeast corner of said 6.0018 acre tract, and continuing with the common line of said 23.32 acre tract and said 6.0018 acre tract for a total distance of 120.18 feet to a 1/2" iron pipe found at the most northerly northwest corner of said 6.0018 acre tract, same being an angle point in the east line of said 23.32 acre tract;

THENCE continuing with the common line of said 23.32 acre tract and said 6.0018 acre tract, the following courses and distances:

South 12°10'15" East, a distance of 801.64 feet to a 1/2" iron rod found for corner;

South 75°23'28" West, a distance of 326.43 feet to a 1/2" iron rod found for corner;

South 10°56'47" East, a distance of 396.02 feet to the **POINT OF BEGINNING** and containing 1,067,200 square feet or 24.4995 acres of land.

Note: This description was prepared to reflect the current conditions of the property. Refer to Instrument No 202100209708, Official Public Records, Dallas County, Texas, for record property description.

PROPERTY DESCRIPTION
TRACT 3

BEING a tract of land situated in the Thomas M. Ellis Survey, Abstract No. 432, and the James McMillan Survey, Abstract No. 987, City of Lancaster, Dallas County, Texas, and being all of a called 46.2588 acre tract of land described in the Special Warranty Deed to Base21, LLC, recorded in Instrument No. 202200017686, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the north right-of-way line of Belt Line Road (a called 100 foot right-of-way) at the southwest corner of said 46.2588 acre tract and at the southeast corner of a called 44.408 acre tract of land described in a General Warranty Deed to CP Lancaster Land, L.P., recorded in Instrument No. 202200241508, O.P.R.D.C.T.;

THENCE North 00°39'38" West, with the common line of said 46.2588 acre tract and said 44.408 acre tract, a distance of 2,527.56 feet to a disturbed 1/2" iron rod found at the northwest corner of said 46.2588 acre tract and the northeast corner of said 44.408 acre tract, and being in the south line of a called 24.550 acre tract of land designated as "Tract Two" in the General Warranty Deed to CP Lancaster Land, LP, recorded in Instrument No. 202200113579, O.P.R.D.C.T.;

THENCE North 89°11'57" East, with the common line of said 46.2588 acre tract and said 24.550 acre tract, a distance of 825.96 feet to a point for corner in the west line of a called 21.8487 acre tract of land designated as "Tract II" in a Warranty Deed to TXWL, LLC, recorded in Instrument No. 202100029850, O.P.R.D.C.T., from which a 1/2" iron pipe found bears North 89°11'57" East a distance of 1.44 feet, a 1/2" iron rod found at the northeast corner of said 24.550 acre tract bears North 01°09'05" West, a distance of 925.90 feet, and a 5/8" iron rod with red plastic cap stamped "KHA" found at the northwest corner of said 21.8487 acre tract bears North 01°09'05" West, a distance of 944.25 feet;

THENCE South 01°09'05" East, with the west line of said 21.8487 acre tract, a distance of 223.17 feet to an axle found at the southwest corner of said 21.8487 acre tract and at the northwest corner of a called 23.32 acre tract of land described in a Special Warranty Deed to DC1776, LLC, recorded in Instrument No. 202100209708, O.P.R.D.C.T., said point being in the east line of said 46.2588 acre tract;

THENCE South 00°38'53" East, with the east line of said 46.2588 acre tract, a distance of 2,119.21 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found in the north right-of-way line of said Belt Line Road, said point being at the southeast corner of said 46.2588 acre tract and at the beginning of a non-tangent curve to the right with a radius of 5,679.65 feet, a central angle of 00°19'51", and a chord bearing and distance of South 76°45'08" West, 32.80 feet;

THENCE with the north right-of-way line of Belt Line Road the following courses and distances:

In a westerly direction, with said non-tangent curve to the right, an arc distance of 32.80 feet to a 1/2" iron rod found for corner;

South 76°35'01" West, a distance of 815.51 feet to the **POINT OF BEGINNING** and containing 2,015,034 square feet or 46.2588 acres of land.

PROPERTY DESCRIPTION
TRACT 4

BEING a tract of land situated in the Thomas M. Ellis Survey, Abstract No. 432, City of Lancaster, Dallas County, Texas, and being all of a called 21.8487 acre tract of land designated as "Tract II" in the Special Warranty Deed to TXWL LLC, recorded in Instrument No. 202100029850, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the approximate centerline of Greene Road (a variable width prescriptive right-of-way) at the northwest corner of said 21.8487 acre tract, and being in the south line of a called 23.0820 acre tract of land designated as "Tract 2" in the Special Warranty Deed to WHL Dallas 45 LLC, recorded in Instrument No. 201600357674, O.P.R.D.C.T.;

THENCE North 88°57'27" East, with the common line of said 21.8487 acre tract and said 23.0820 acre tract and along said centerline of Greene Road, passing at a distance of 737.58, a mag nail with washer stamped "KHA" found at the southeast corner of said 23.0820 acre tract, and continuing with the north line of said 21.8487 acre tract for a total distance of 852.58 feet to a point for the northeast corner of said 21.8487 acre tract;

THENCE South 00°33'47" East, with an easterly line of said 21.8487 acre tract, a distance of 19.90 feet to a point for the northeast corner of a called 4.034 acre tract of land described in the Deed to Texas Utilities Electric Company, recorded in Volume 87086, Page 3703, Deed Records, Dallas County, Texas (D.R.D.C.T.);

THENCE with the northerly and westerly lines of said 4.034 acre tract, the following courses and distances:

South 88°54'23" West, a distance of 115.00 feet to a point for corner;

South 00°33'47" East, a distance of 258.36 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 02°40'13" West, a distance of 1,240.25 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the southwest corner of said 4.034 acre tract, and being at the southeast corner of said 21.8487 acre tract, and being at the most northerly northeast corner of a called 23.32 acre tract of land described in the Special Warranty Deed to DC1776 LLC, recorded in Instrument No. 202100209708, O.P.R.D.C.T.;

THENCE North 62°56'17" West, with the common line of said 21.8487 acre tract and said 23.32 acre tract, a distance of 739.97 feet to a axle found for the southwest corner of said 21.8487 acre tract, and being at the northwest corner of said 23.32 acre tract, and being in the east line of a called 46.2588 acre tract of land described in the Special Warranty Deed to Base21 LLC, recorded in Instrument No. 202200017686, O.P.R.D.C.T.;

THENCE North 01°09'05" West, with the common line of said 21.8487 acre tract and said 46.2588 acre tract, passing at a distance of 223.17 feet, the northeast corner of said 46.2588 acre tract, same being the southeast corner of a called 24.550 acre tract of land designated as "Tract Two" in the General Warranty Deed to CP Lancaster Land, LP, recorded in Instrument No. 202200113579, O.P.R.D.C.T., from which a 1/2-inch iron pipe found bears North 89°11'57" East, a distance of 1.44 feet, and continuing with the common line of said 21.8487 acre tract and said 24.550 acre tract, passing at a distance of 1,149.07 feet, a 1/2-inch iron rod found at the northeast corner of said 24.550 acre tract, and continuing with the west line of said 21.8487 acre tract for a total distance of 1,167.42 feet to the **POINT OF BEGINNING** and containing 951,729 square feet or 21.8487 acres of land.

Exhibit 2
Design Elements/Development Standards

In consideration for the approval of Zoning Case Z24-3, the developer includes the following design elements/development standards to correspond to the approval from the Planning and Zoning Commission, along with other items as listed below:

Additional Design Elements/Development Standards

1. **Exterior Wall Materials:** Exterior construction materials for all building facades facing a public or private street, and for any building facade that is 20% or more visible from a street (as measured by line-of-sight plans for elevations that are not oriented perpendicular to a street) shall be 100% of traditional masonry (i.e., brick, stone, architectural cast-stone, concrete block, or similar materials), concrete tilt wall, pre-cast concrete panels, and 3-stage stucco. The use of metal as an exterior construction material is permitted for any building facade that is less than 20% visible from a public or private street. A minimum of 30% of a facade adjacent to a public rights-of-way shall be made up of glass.
2. The maximum building height is 110 feet above adjacent constructed grade, except that buildings may be restricted by the Federal Aviation Administration (FAA) regulations.
3. Any substation, switching station, or mechanical equipment adjacent to the Belt Line Road or Green Road rights-of-way, shall be screened with a six (6) to eight (8) foot tall masonry wall and landscaping around the perimeter of the exterior wall.
4. Off-street parking shall comply with the requirements of the Lancaster Development Code. See Exhibit E for the exclusive off-street parking requirements for uses added by this PD to the Property. Designated loading spaces, defined as temporary parking of a vehicle while loading or unloading materials, shall not be required.
5. Landscaping shall comply with the landscaping requirements outlined in the Logistic Port PD. At the time of site plan submittal, shall the landscaping not be in compliance, a special exception will be required from City Council.



Package via email; one hard copy and application original by hand delivery

November 20, 2023

Ms. Vicki Coleman
Development Services Director
City of Lancaster
211 North Henry Street
Lancaster, Texas 75146

**Re: *Planned Development Request
Letter of Intent and Request Summary
QTS Beltline
Lancaster, Texas***

Dear Ms. Coleman:

Thank you, City Staff, for your efforts and input thus far to advance the QTS Beltline project in Lancaster. Following up our Pre Submittal Application Conference held November 8th, please receive this submitted Planned Development (PD) Application Package on behalf of QTS for their perspective purchase of a 98 acre tract of land.

The intent of and purpose of the QTS Beltline Planned Development District is to augment the current Logistics Port Planned Development and LanPort Overlay by:

- Adding Data Center as a permitted defined land use to Logistics Port Subdistrict A
- Increase the maximum allowable building height to 110 feet
- Defining a parking requirement consistent with a Data Center's working population

The submittal package consists of the following:

- Completed Planning Application and Checklist
- Review Fee – \$2,480 (\$1,500 flat fee plus \$10 per acre for 98 acres); will pay via credit card
- Proposed Planned Development District in PDF and MSWord formats with the listed Exhibits:
 - Exhibit A – ALTA Survey
 - Exhibit B – Development Regulations
 - Exhibit C – Concept Plan
 - Exhibit D – Permitted Use Table (added use)
 - Exhibit E – Parking Requirements (added use)



As noted in the proposed PD Development Regulations, prior to building permit issuance, a PD site plan shall be approved in accordance with Article 14.1000 of the city's comprehensive zoning ordinance.

Please contact me with questions. We appreciate your guidance to date and look forward to working with City Staff through this process.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Jake Torpey".

Jake Torpey, PE
Associate

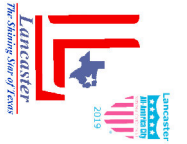
cc: Opal Mauldin-Jones, City Manager
Carey Neal, Assistant City Manager
Santiago Escobar, QTS

City of Lancaster

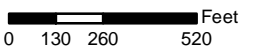
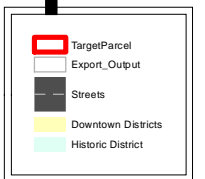
QTS Belt Line

Zoned: PD & AO

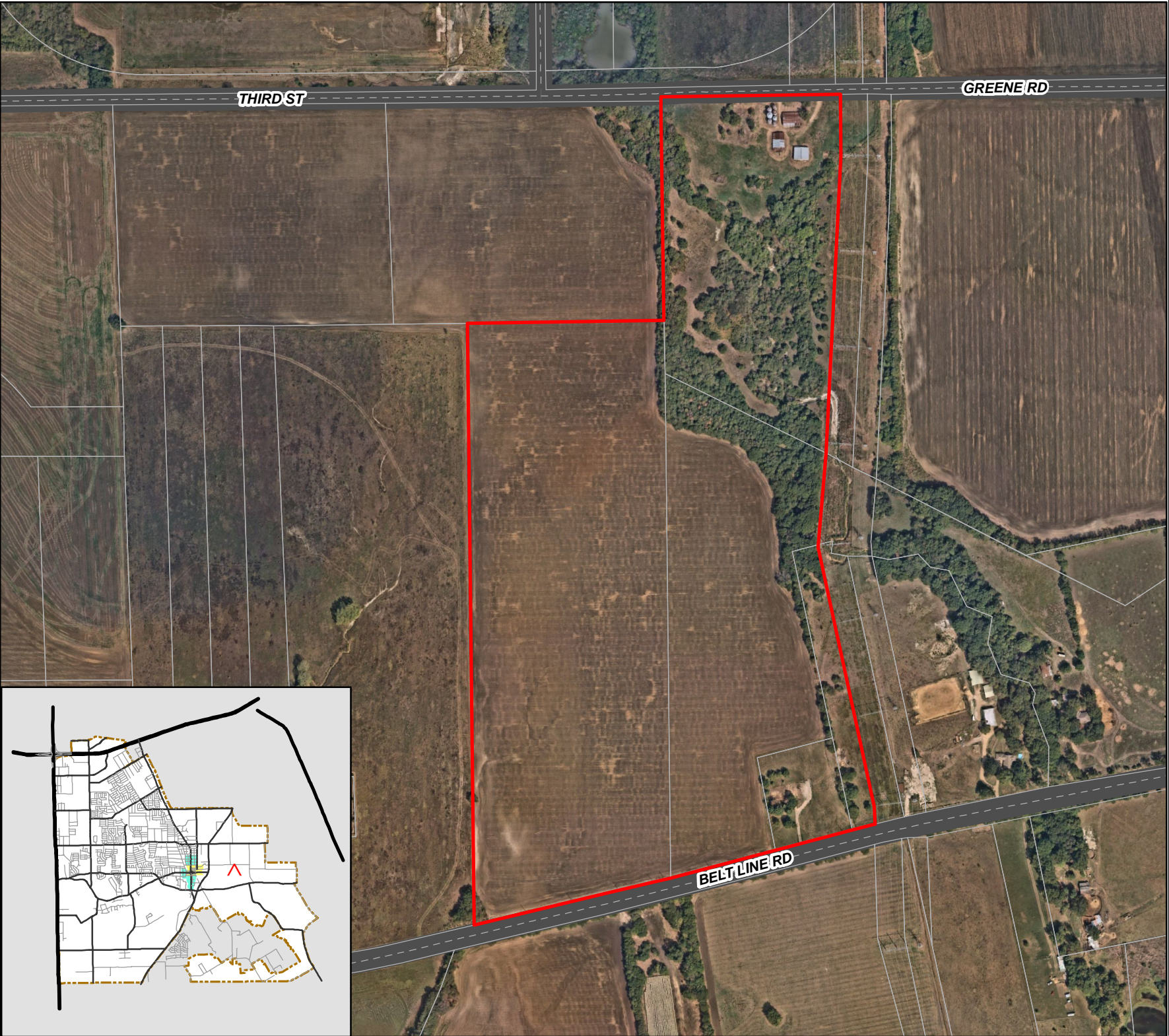
LANPORT Overlay



DISCLAIMER / LIMITATION OF LIABILITY
 The information on this map is provided by the City of Lancaster 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.



Date: 12/1/2023



CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

6.

Meeting Date: 02/12/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Kim Haynie, Senior Planner

Agenda Caption:

Z24-3 Conduct a public hearing and consider an ordinance granting a rezoning request from Agricultural Open (AO), Lanport Overlay, and Logistics Port Planned Development (PD) to a Planned Development (PD) with Data Center uses, and limited Logistics Port B uses, increase the maximum allowable building height to 110-feet from the current 45-feet or 3 stories, as outlined in the Lanport Overlay, and provide a parking ratio consistent with a Data Center's working population on properties addressed as 1201 and 1345 E. Belt Line Rd., and 1240 Greene Rd. being a 98.60 acre tract of land, Abstract No. 504 a tract of land situated in the James McMillan Survey, Abstract No. 987, John Greene Survey, Abstract No. 504, and the Thomas M. Ellis Survey, Abstract 432, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size:** The property is located on E. Belt Line Rd., addressed as 1201 and 1345 E. Belt Line Rd. and 1240 Greene Rd. The property is approximately 98.60 acres in size.
2. **Current Zoning:** The subject site is currently zoned Agricultural Open (AO), Logistics Port Planned Development (PD), Port Industrial Planned Development (PD), and Lanport Overlay.
3. **Adjacent Properties:**
North: Logistics Port PD - Walmart E-Commerce and Undeveloped Land
South: CP Belt Line South PD - Undeveloped Land
East: Agricultural Open (AO) Lanport Overlay - Single-Family Residence and Undeveloped Land
West: CP Belt Line North PD - Undeveloped Land
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan identifies this site as Aviation. The proposed use is compatible with the Aviation designation.

5. **Case History:**

Date	Body	Action
01/02/2024	P&Z	Recommended Approval of Zoning request to PD
03/10/2008	CC	Logistics Port PD Approved
01/15/2008	P&Z	Recommended Approval of Logistic Port PD
01/02/2008	CC	Lanport Overlay Approved
11/6/2007	P&Z	Recommended Approval of Lanport Overlay
10/16/1989	CC	Zoning Map Adopted

Operational Considerations:

QTS Belt Line Planned Development is intended to support data center and industrial uses. The site will have frontage along E. Belt Line Road and Greene Road, and will contain approximately 98.60 acres. The site is proposed to be composed of two (2) data centers total. Each tract could potentially have multiple users and buildings with intended uses such as data centers, e-commerce, and other related logistics uses.

Consistency with the City's Comprehensive Plan

The City's Future Land Use Plan of the Comprehensive Plan identifies this site as Aviation. The Aviation land use category allows for primary flex industrial/office space, retail, civic and institutional uses, and parks. The intended industrial data center uses are consistent with the future land use designation.

Proposed Uses, Development Densities, Intensities, and Development Regulations are Generally Consistent

The concept plan and uses are in compliance with the Logistics Port and Lanport Overlay regulations, with the exception of the building height and glazing. The applicant proposes a maximum allowable building height of 110-feet. The Business Park Sub-district only allows for 45-feet or 3-stories.

Configuration of Uses are Compatible with Existing and Planned Adjoining Uses

The subject property is adjacent to undeveloped land. The surrounding area where the subject site is located is planned for industrial use. The Planned Development request is compatible with future uses that could potentially develop by right within the Lanport Overlay.

Conform to the City's Thoroughfare Plan

E. Belt Line Road is a proposed four-lane Major Arterial Type B, requiring 100-feet in rights-of-way. Greene Road is a proposed four-lane Minor Arterial, requiring 100-feet in rights-of-way. At the time of platting, all applicable improvements will be identified.

Proposed Open Space

Per section 14.101(b)(2)(A) of the Lancaster Development Code as shown on the attached conceptual plan, "A minimum of twenty percent (20%) of the gross land area within the entire PD District shall be devoted to open space". At the time of site plan submittal, 20% open space will be required.

Publicly Accessible Open Space

Open space will be accounted for at the time of site plan submittal. Open space will be required to be accessible.

Amenities

No amenities are required or proposed at this time. However, during the site plan phase, amenities such as walking trails, bike paths, and public art can be considered.

Development Furthers The Public Health, Safety and General Welfare of The Community

The proposed PD does not negatively impact the health, safety, and wellness of the community. The request is compatible with what is currently allowed by right on surrounding properties, should they be developed.

Based upon an analysis of the nine (9) considerations that must be taken into account when reviewing a Planned Development application, the proposed zoning change request to a Planned Development is appropriate.

The proposed PD does not negatively impact the health, safety, and wellness of the community. The request is compatible with what is currently allowed by right on surrounding properties, should they be developed.

Based upon an analysis of the nine (9) considerations that must be taken into account when reviewing a Planned Development application, the proposed zoning change request to a Planned Development is appropriate.

Legal Considerations:

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

Public Information Considerations:

On December 17, 2023 a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to property owners within 200 feet of the subject site, and posted a sign on the property. At the time of this report, staff has not received any letters of support, or opposition.

Options/Alternatives:

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

Recommendation:

At the January 2, 2024 Planning & Zoning Commission meeting, the Planning & Zoning commission recommended approval and staff recommends approval, as presented.

Attachments

Ordinance

PD Document

Letter of Intent

Location Map

P & Z Minutes January 2, 2024

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, CHANGING OF THE ZONING (Z24-3) DESIGNATION ON 98.60 ACRES OF LAND, LOCATED ON E. BELT LINE ROAD, WEST OF FERRIS ROAD, ADDRESSED AS 1201 AND 1345 E. BELT LINE ROAD, AND 1240 GREENE ROAD, SITUATED IN THE JAMES MCMILLAN SURVEY, ABSTRACT NO. 987, JOHN GREENE SURVEY, ABSTRACT NO. 504 AND THE THOMAS M. ELLIS SURVEY, ABSTRACT NO. 432, FROM AGRICULTURAL OPEN (AO) DISTRICT, LANPORT OVERLAY, AND LOGISTIC PORT PLANNED DEVELOPMENT (PD) DISTRICT TO PLANNED DEVELOPMENT (PD) DISTRICT WITH DATA CENTER USES AND LIMITED LOGISTIC PORT USES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

SECTION 2. From and after the effective date of this Ordinance, Zoning Case No. Z24-3, the zoning of the 98.60-acre parcel comprising the Property is hereby changed from Agricultural Open (AO) District, Lanport Overlay, Logistics Port Planned Development (PD) District to Planned Development (PD) District with Data Center and other limited uses as shown in "Exhibit B Development Regulations", "Exhibit C Concept Plan", "Exhibit D Primary Uses Permitted", and "Exhibit E Parking Requirements". The Property is described in "Exhibit A" Zoning Exhibit attached hereto and made a part hereof for all purposes. The City's Zoning Map shall be amended to reflect the zoning amendment referenced herein.

SECTION 3. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

SECTION 4. Any prior ordinance or resolution of the City Council in conflict with the provisions contained in this Ordinance is hereby repealed and revoked, to the extent of the conflict with this Ordinance.

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

SECTION 6. This ordinance shall 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 12th day of February, 2024.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

PROPERTY DESCRIPTION
TRACT 1

BEING a tract of land situated in the Jones Green Survey, Abstract No. 504, City of Lancaster, Dallas County, Texas, and being all of a called 6.0018 acre tract of land described in the Special Warranty Deed to Base21 LLC, recorded in Instrument No. 202300081389, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found in the north right-of-way line of Beltline Road (a variable width right-of-way) at the southwest corner of said 6.0018 acre tract, same being the most southerly southeast corner of a called 23.32 acre tract of land described in a Special Warranty Deed to DC1776, LLC, recorded in Instrument No. 202100209708, O.P.R.D.C.T.;

THENCE with the common line of said 6.0018 acre tract and said 23.32 acre tract, the following courses and distances:

North 10°56'47" West, a distance of 396.02 feet to a 1/2-inch iron rod found for corner;

North 75°23'28" East, to a 1/2-inch iron rod found for corner;

North 12°10'15" West, a distance of 801.64 feet to a 1/2-inch iron pipe found for corner;

North 75°36'54" East, a distance of 112.38 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the most northerly northeast corner of said 6.0018 acre tract, same being the northwest corner of a called 3.069 acre tract of land described in a Warranty Deed to Texas Utilities Electric Company, recorded in Volume 87097, Page 4609, Deed Records, Dallas County, Texas;

THENCE with the common line of said 6.0018 acre tract and said 3.069 acre tract, the following courses and distances:

South 02°15'41" West, a distance of 9.84 feet to a 1/2-inch iron rod found for corner;

South 12°10'14" East, a distance of 1,115.63 feet to a 3-1/4 inch aluminum disk stamped "Dallas Power & Light" found for corner;

South 02°10'05" East, passing at a distance of 72.26 feet, a 3-1/4 inch aluminum disk stamped "Dallas Power & Light" found, and continuing with said common line for a total distance of 72.91 feet to a point for corner in the aforementioned north right-of-way line of Beltline Road, and being at the southeast corner of said 6.0018 acre tract and the southwest corner of said 3.069 acre tract, and at the beginning of a non-tangent curve to the left with a radius of 5,779.65 feet, a central angle of 01°14'11", and a chord bearing and distance of South 75°39'00" West, 124.70 feet;

THENCE with said north right-of-way line of Beltline Road, the following courses and distances:

In a southwesterly direction, with said non-tangent curve to the left, an arc distance of 124.71 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 75°12'01" West, a distance of 307.48 feet to the **POINT OF BEGINNING** and containing 261,438 square feet or 6.0018 acres of land.

PROPERTY DESCRIPTION
TRACT 2

BEING a tract of land situated in the Jones Green Survey, Abstract No. 504, City of Lancaster, Dallas County, Texas, and being all of a called 23.32 acre tract of land described in a Special Warranty Deed to DC1776, LLC, recorded in Instrument No. 202100209708, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the north right-of-way line of Beltline Road (a called 100 foot right-of-way) at the southwest corner of a called 6.0018 acre tract of land described in the Special Warranty Deed to Base21 LLC, recorded in Instrument No. 202300081389, O.P.R.D.C.T.;

THENCE with said north right-of-way line, the following courses and distances:

South 75°12'01" West, a distance of 324.98 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the right with a radius of 5,679.65 feet, a central angle of 01°13'07", and a chord bearing and distance of South 75°58'39" West, 120.80 feet;

In a southwesterly direction, with said non-tangent curve to the right, an arc distance of 120.80 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found at the southeast corner of a called 46.2588 acre tract of land described In a Special Warranty Deed to Base21, LLC, recorded in Instrument No. 202200017686, O.P.R.D.C.T.;

THENCE North 00°38'53" West, with the east line of said 46.2588 acre tract, a distance of 2,119.21 feet to an axle found at the northwest corner of said 23.32 acre tract, same being the southwest corner of a called 21.8487 acre tract of land designated as "Tract II" in a Special Warranty Deed to TXWL LLC, recorded in Instrument No. 202100029850, O.P.R.D.C.T.;

THENCE South 62°56'17" East, with the common line of said 23.32 acre tract and said 21.8487 acre tract, a distance of 739.97 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found at the northeast corner of said 23.32 acre tract, same being the southeast corner of said 21.8487 acre tract, and being at the northwest corner of a called 0.772 acre tract of land described in a Warranty Deed to Texas Utilities Electric Company, recorded in Volume 87097, Page 4612, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being at the southwest corner of a called 4.034 acre tract of land described in a Warranty Deed to Texas Utilities Electric Company, recorded in Volume 87086, Page 3703, D.R.D.C.T.;

THENCE South 02°18'14" West, with the common line of said 23.32 acre tract and said 0.772 acre tract, a distance of 385.82 feet to the southwest corner of said 0.772 acre tract, same being an angle point in the east line of said 23.32 acre tract, and being in the north line of a called 3.069 acre tract of land described in a Warranty Deed to Texas Utilities Electric Company, recorded in Volume 87097, Page 4609, D.R.D.C.T.;

THENCE South 75°36'54" West, with the common line of said 23.32 acre tract and said 3.069 acre tract, passing at a distance of 7.81 feet, the northwest corner of said 3.069 acre tract, same being the northeast corner of said 6.0018 acre tract, and continuing with the common line of said 23.32 acre tract and said 6.0018 acre tract for a total distance of 120.18 feet to a 1/2" iron pipe found at the most northerly northwest corner of said 6.0018 acre tract, same being an angle point in the east line of said 23.32 acre tract;

THENCE continuing with the common line of said 23.32 acre tract and said 6.0018 acre tract, the following courses and distances:

South 12°10'15" East, a distance of 801.64 feet to a 1/2" iron rod found for corner;

South 75°23'28" West, a distance of 326.43 feet to a 1/2" iron rod found for corner;

South 10°56'47" East, a distance of 396.02 feet to the **POINT OF BEGINNING** and containing 1,067,200 square feet or 24.4995 acres of land.

Note: This description was prepared to reflect the current conditions of the property. Refer to Instrument No 202100209708, Official Public Records, Dallas County, Texas, for record property description.

PROPERTY DESCRIPTION
TRACT 3

BEING a tract of land situated in the Thomas M. Ellis Survey, Abstract No. 432, and the James McMillan Survey, Abstract No. 987, City of Lancaster, Dallas County, Texas, and being all of a called 46.2588 acre tract of land described in the Special Warranty Deed to Base21, LLC, recorded in Instrument No. 202200017686, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the north right-of-way line of Belt Line Road (a called 100 foot right-of-way) at the southwest corner of said 46.2588 acre tract and at the southeast corner of a called 44.408 acre tract of land described in a General Warranty Deed to CP Lancaster Land, L.P., recorded in Instrument No. 202200241508, O.P.R.D.C.T.;

THENCE North 00°39'38" West, with the common line of said 46.2588 acre tract and said 44.408 acre tract, a distance of 2,527.56 feet to a disturbed 1/2" iron rod found at the northwest corner of said 46.2588 acre tract and the northeast corner of said 44.408 acre tract, and being in the south line of a called 24.550 acre tract of land designated as "Tract Two" in the General Warranty Deed to CP Lancaster Land, LP, recorded in Instrument No. 202200113579, O.P.R.D.C.T.;

THENCE North 89°11'57" East, with the common line of said 46.2588 acre tract and said 24.550 acre tract, a distance of 825.96 feet to a point for corner in the west line of a called 21.8487 acre tract of land designated as "Tract II" in a Warranty Deed to TXWL, LLC, recorded in Instrument No. 202100029850, O.P.R.D.C.T., from which a 1/2" iron pipe found bears North 89°11'57" East a distance of 1.44 feet, a 1/2" iron rod found at the northeast corner of said 24.550 acre tract bears North 01°09'05" West, a distance of 925.90 feet, and a 5/8" iron rod with red plastic cap stamped "KHA" found at the northwest corner of said 21.8487 acre tract bears North 01°09'05" West, a distance of 944.25 feet;

THENCE South 01°09'05" East, with the west line of said 21.8487 acre tract, a distance of 223.17 feet to an axle found at the southwest corner of said 21.8487 acre tract and at the northwest corner of a called 23.32 acre tract of land described in a Special Warranty Deed to DC1776, LLC, recorded in Instrument No. 202100209708, O.P.R.D.C.T., said point being in the east line of said 46.2588 acre tract;

THENCE South 00°38'53" East, with the east line of said 46.2588 acre tract, a distance of 2,119.21 feet to a 5/8" iron rod with red plastic cap stamped "KHA" found in the north right-of-way line of said Belt Line Road, said point being at the southeast corner of said 46.2588 acre tract and at the beginning of a non-tangent curve to the right with a radius of 5,679.65 feet, a central angle of 00°19'51", and a chord bearing and distance of South 76°45'08" West, 32.80 feet;

THENCE with the north right-of-way line of Belt Line Road the following courses and distances:

In a westerly direction, with said non-tangent curve to the right, an arc distance of 32.80 feet to a 1/2" iron rod found for corner;

South 76°35'01" West, a distance of 815.51 feet to the **POINT OF BEGINNING** and containing 2,015,034 square feet or 46.2588 acres of land.

PROPERTY DESCRIPTION
TRACT 4

BEING a tract of land situated in the Thomas M. Ellis Survey, Abstract No. 432, City of Lancaster, Dallas County, Texas, and being all of a called 21.8487 acre tract of land designated as "Tract II" in the Special Warranty Deed to TXWL LLC, recorded in Instrument No. 202100029850, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with red plastic cap stamped "KHA" found at the approximate centerline of Greene Road (a variable width prescriptive right-of-way) at the northwest corner of said 21.8487 acre tract, and being in the south line of a called 23.0820 acre tract of land designated as "Tract 2" in the Special Warranty Deed to WHL Dallas 45 LLC, recorded in Instrument No. 201600357674, O.P.R.D.C.T.;

THENCE North 88°57'27" East, with the common line of said 21.8487 acre tract and said 23.0820 acre tract and along said centerline of Greene Road, passing at a distance of 737.58, a mag nail with washer stamped "KHA" found at the southeast corner of said 23.0820 acre tract, and continuing with the north line of said 21.8487 acre tract for a total distance of 852.58 feet to a point for the northeast corner of said 21.8487 acre tract;

THENCE South 00°33'47" East, with an easterly line of said 21.8487 acre tract, a distance of 19.90 feet to a point for the northeast corner of a called 4.034 acre tract of land described in the Deed to Texas Utilities Electric Company, recorded in Volume 87086, Page 3703, Deed Records, Dallas County, Texas (D.R.D.C.T.);

THENCE with the northerly and westerly lines of said 4.034 acre tract, the following courses and distances:

South 88°54'23" West, a distance of 115.00 feet to a point for corner;

South 00°33'47" East, a distance of 258.36 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 02°40'13" West, a distance of 1,240.25 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the southwest corner of said 4.034 acre tract, and being at the southeast corner of said 21.8487 acre tract, and being at the most northerly northeast corner of a called 23.32 acre tract of land described in the Special Warranty Deed to DC1776 LLC, recorded in Instrument No. 202100209708, O.P.R.D.C.T.;

THENCE North 62°56'17" West, with the common line of said 21.8487 acre tract and said 23.32 acre tract, a distance of 739.97 feet to a axle found for the southwest corner of said 21.8487 acre tract, and being at the northwest corner of said 23.32 acre tract, and being in the east line of a called 46.2588 acre tract of land described in the Special Warranty Deed to Base21 LLC, recorded in Instrument No. 202200017686, O.P.R.D.C.T.;

THENCE North 01°09'05" West, with the common line of said 21.8487 acre tract and said 46.2588 acre tract, passing at a distance of 223.17 feet, the northeast corner of said 46.2588 acre tract, same being the southeast corner of a called 24.550 acre tract of land designated as "Tract Two" in the General Warranty Deed to CP Lancaster Land, LP, recorded in Instrument No. 202200113579, O.P.R.D.C.T., from which a 1/2-inch iron pipe found bears North 89°11'57" East, a distance of 1.44 feet, and continuing with the common line of said 21.8487 acre tract and said 24.550 acre tract, passing at a distance of 1,149.07 feet, a 1/2-inch iron rod found at the northeast corner of said 24.550 acre tract, and continuing with the west line of said 21.8487 acre tract for a total distance of 1,167.42 feet to the **POINT OF BEGINNING** and containing 951,729 square feet or 21.8487 acres of land.

Exhibit B
Development Regulations

SECTION 1. STATEMENT OF INTENT AND PURPOSE.

The intent of and purpose of the QTS Belt Line Planned Development District is to augment the current Logistics Port Planned Development and LanPort Overlay by:

- Adding Data Center as a permitted defined land use;
- Increasing the maximum allowable building height to 110 feet; and
- Defining a parking requirement consistent with a Data Center's working population.

SECTION 2. DEFINITIONS.

For purposes of this **Exhibit B**, the terms defined in this Section 2 shall have the meanings ascribed to them by this section, and if they are not defined in this section, terms will defer to the Lancaster Development Code definition.

- (a) CONCEPT PLAN means the concept plan attached as **Exhibit C**.
- (b) DATA CENTER means a facility containing equipment for remote storage, processing, or distribution of large amounts of data, cryptocurrency, or similar medium. This includes equipment for telecommunication switching, routers, operation centers, and other infrastructure critical for e-commerce companies, internet servers, data firms, fiberoptic cable, and other technology providers.
- (c) DEVELOPMENT REGULATIONS means the PD Development Regulations set forth in this **Exhibit B**.
- (d) DISTRICT means the QTS Belt Line Planned Development District encompassing the Property.
- (e) PROPERTY means the property described on **Exhibit A**.

SECTION 3. APPLICABLE REGULATIONS; PD CONCEPT PLAN; PD SITE PLAN; TRAFFIC IMPACT ANALYSIS DEFERRAL.

Development and use of the Property shall comply with the provisions of the Logistics Port Planned Development and in the event of a conflict between governing documents, this PD ordinance shall control. If development of the Property is for Data Center use, such development shall generally conform to the concept plan attached as **Exhibit C**. Prior to building permit issuance, a PD site plan shall be approved in accordance with Article 14.1000 of the city's comprehensive zoning ordinance. A PD site plan shall be approved if it demonstrates compliance with applicable city regulations.

The variability of development footprints and phasing associated with the allowed uses requires that detailed site planning be deferred to the PD Site Plan step. Preliminary Drainage and Utility Studies, or Traffic Impact Analyses may be required at the PD Site Plan step as directed by City Staff. Sites greater than 10 acres will require PD Site Plan approval by the Planning and Zoning Commission.

SECTION 4. PRIMARY USES PERMITTED.

See the permitted use table on **Exhibit D** for uses permitted on the Property. In addition, all temporary uses related to construction and development, including, but not limited to, the following uses on a temporary basis: construction yards, construction trailers, portable buildings, and asphalt or concrete batch plants. Portable buildings are excluded as primary uses. More than one primary use is permitted on a lot within separate buildings, and any permitted primary use may also be operated as an accessory use. Temporary uses will require a building permit.

SECTION 5. DIMENSIONAL STANDARDS.

- (a) The maximum building height is 110 feet above adjacent constructed grade, except that buildings may be restricted by the Federal Aviation Administration (FAA) regulations.

SECTION 6. OFF-STREET PARKING.

Off-street parking shall comply with the requirements of the Lancaster Development Code. See **Exhibit E** for the exclusive off-street parking requirements for uses added by this PD to the Property. Designated loading spaces, defined as temporary parking of a vehicle while loading or unloading materials, shall not be required.

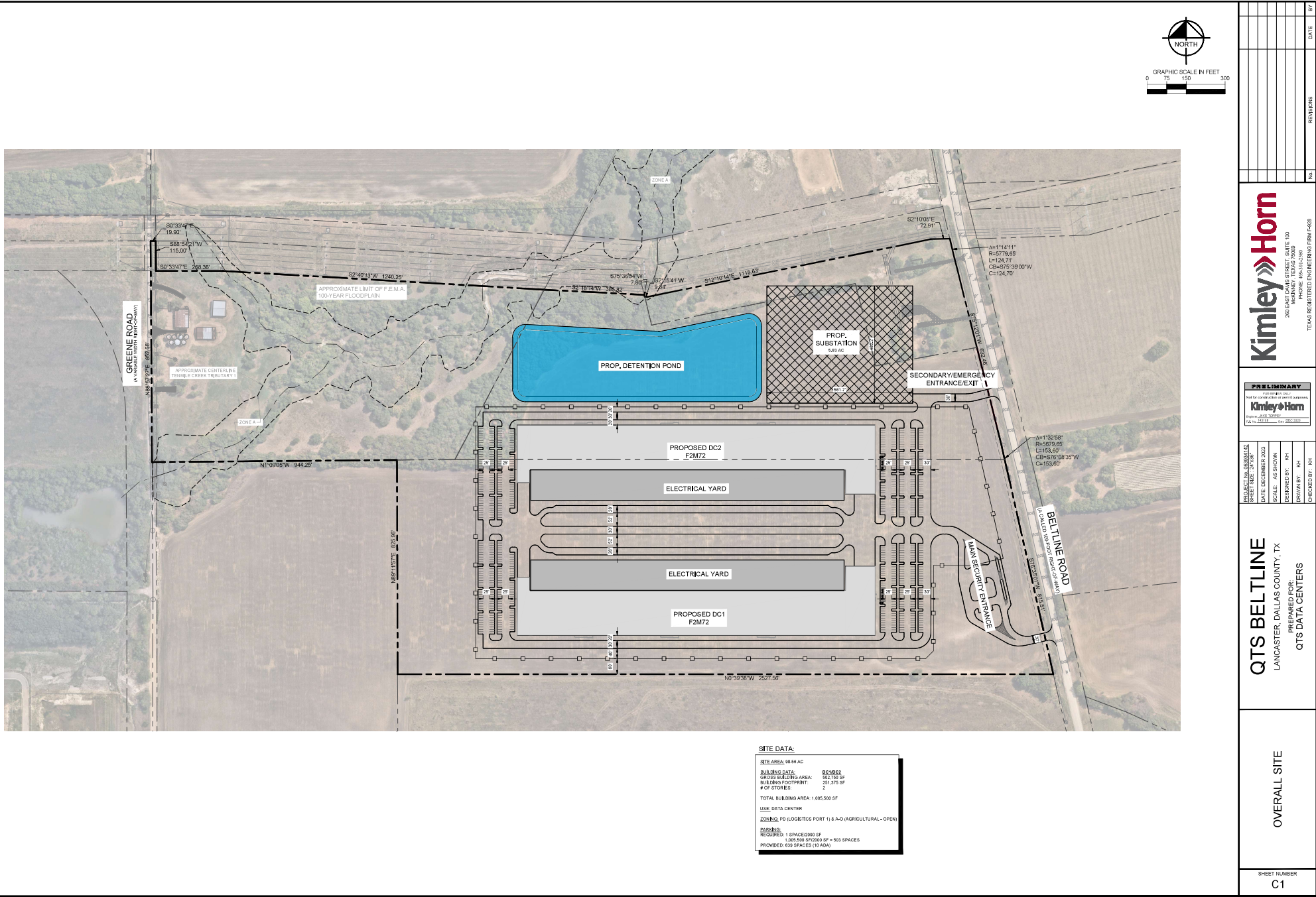
SECTION 7. SCREENING.

Any substation, switching station, or mechanical equipment adjacent to the Belt Line Road or Greene Road rights-of-way, shall be screened with a six (6) to eight (8) foot tall masonry wall and landscaping around the perimeter of the exterior wall.

SECTION 8. LANDSCAPING.

Landscaping shall comply with the landscaping requirements outlined in the Logistic Port PD. At the time of site plan submittal, shall the landscaping not be in compliance, a special exception will be required from City Council.

Exhibit C



Kimley»Horn
200 EAST DAVIS STREET, SUITE 100
LANCASTER, TEXAS 77905
PHONE: (409) 281-2500
TEAS REGISTERED ENGINEER #FW 4208

PRELIMINARY
Not for construction or other purposes.
Kimley»Horn
Project No. 202304102
Sheet No. 2 of 3
DATE: DECEMBER 2023
SCALE: AS SHOWN
DESIGNED BY: KH
DRAWN BY: KH
CHECKED BY: KH

QTS BELTLINE
LANCASTER, DALLAS COUNTY, TX
PREPARED FOR:
QTS DATA CENTERS

OVERALL SITE
SHEET NUMBER
C1

THIS DOCUMENT IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. (KHA). IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KHA. KHA ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS DOCUMENT. KHA DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, OPINIONS, OR CONCLUSIONS CONTAINED HEREIN. KHA ACCEPTS NO LIABILITY FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF OR FROM THE USE OF THIS DOCUMENT. KHA'S SOLE LIABILITY IS LIMITED TO THE FEES RECEIVED FOR THE PREPARED WORK. KHA'S LIABILITY IS LIMITED TO THE FEES RECEIVED FOR THE PREPARED WORK. KHA'S LIABILITY IS LIMITED TO THE FEES RECEIVED FOR THE PREPARED WORK.

Exhibit D
Permitted Use Table

	QTS Beltline PD Proposed PD Use Chart
Rural & Animal-Related	(P = permitted by right) (S = SUP) (Blank Not Permitted)
Agricultural Uses on Un-Platted Land	P
Institutional & Community Service	
College, University, or Seminary	
Emergency Ambulance Services, Ground	
Government Facility	P
Library, Art Gallery or Museum (Public)	
Office & Professional	
Bank, Savings and Loan, Credit Union or similar Financial Institution with Drive-Through+	
Bank, Savings and Loan, Credit Union or similar Financial Institution without Drive-Through	
Office Building, less than 5,000 square feet	
Office Building, 5,000 square feet or more	P
Retail & Personal Services	
Copy Center	
Rental Store, without Outside Storage and Display	

Restaurant, Less than 2,000 Square Feet, with Drive-Thru+	
Restaurant, Less than 2,000 Square Feet, without Drive-Thru	
Restaurant, 2000 Square Feet or more, with Drive-Thru+	
Restaurant, 2000 Square Feet or more, without Drive-Thru	
Retail store with gasoline product sales limited to 2 fuel dispensers and 4 vehicles	
Commercial & Business Services	
Building & Landscape Material with Outside Storage+	
Building Maintenance, Service & Sales with Outside Storage+	P
Feed Store, Ranch Supply	
Food Processing	
Furniture Upholstery, Refinishing or Resale	
Heavy Machinery & Equipment (Rental, Sales & Service)	P
Locksmith	
Machine Shop	
Manufactured Building/Housing Sales	
Medical or Scientific Research Lab	P
Research and Technology	P
Trade School	
Temporary On-site Construction Office+	P

Auto & Marine-Related	
Car Wash/Auto Detail+ (Accessory Use Only)	
Service Station+ (Accessory Use Only)	
Industrial & Manufacturing	
Asphalt or Concrete Batch Plant, Temporary+	P
Bottle Works, Milk or Soft Drinks	P
Brewery, Distillery or Winery (Excluding Brew Pub)	
Food Processing (No Slaughtering)	P
Light Assembly & Fabrication	P
Manufacturing, Light	P
Metal Plating, Electro Plating	P
Monument Works, Stone and Metal	P
Printing & Publishing	P
Salvage or Reclamation of Products (Indoors)	
Sheet Metal Shop	
Tool, Dye, Gauge and Machine Shop	
Welding Repair	P
Wholesale, Distribution & Storage	
Cold Storage Plant	P
Heavy Construction Trade (W/ No Outside Storage)	

Mini-warehouse+	
Outside Storage+	
Warehouse/ Distribution Center	P
Wholesale Showroom Facility	P
Utilities, Communications & Transportation	
Airport, Heliport or Landing Field	
Bus Service Facility	
Telephone Switching Station	P
Data Center	P
Electrical Substation (Accessory Use Only)	Accessory
Helipad	
Utilities (Non-Municipally owned or Controlled), including Water Treatment, and Supply, and Wastewater Treatment	S
Radio Broadcasting	
Railroad Yard or Shop	
TV Broadcasting & Other Communication Service	
Wireless Communication Tower	S

Uses with a “+” will defer to the Lancaster Development Code Use Standard conditions.

Exhibit E
Parking Requirements

Utilities, Communications & Transportation	Minimum Parking Requirement
Data Center	1 space for every 3,000 square feet of first floor employee accessible building area or 1 space for every 2 employees, whichever is lesser; requirement may be modified by Director of Planning or designee with occupier study of parking requirements based on employee shift count or similar



Package via email; one hard copy and application original by hand delivery

November 20, 2023

Ms. Vicki Coleman
Development Services Director
City of Lancaster
211 North Henry Street
Lancaster, Texas 75146

**Re: *Planned Development Request
Letter of Intent and Request Summary
QTS Beltline
Lancaster, Texas***

Dear Ms. Coleman:

Thank you, City Staff, for your efforts and input thus far to advance the QTS Beltline project in Lancaster. Following up our Pre Submittal Application Conference held November 8th, please receive this submitted Planned Development (PD) Application Package on behalf of QTS for their perspective purchase of a 98 acre tract of land.

The intent of and purpose of the QTS Beltline Planned Development District is to augment the current Logistics Port Planned Development and LanPort Overlay by:

- Adding Data Center as a permitted defined land use to Logistics Port Subdistrict A
- Increase the maximum allowable building height to 110 feet
- Defining a parking requirement consistent with a Data Center's working population

The submittal package consists of the following:

- Completed Planning Application and Checklist
- Review Fee – \$2,480 (\$1,500 flat fee plus \$10 per acre for 98 acres); will pay via credit card
- Proposed Planned Development District in PDF and MSWord formats with the listed Exhibits:
 - Exhibit A – ALTA Survey
 - Exhibit B – Development Regulations
 - Exhibit C – Concept Plan
 - Exhibit D – Permitted Use Table (added use)
 - Exhibit E – Parking Requirements (added use)



As noted in the proposed PD Development Regulations, prior to building permit issuance, a PD site plan shall be approved in accordance with Article 14.1000 of the city's comprehensive zoning ordinance.

Please contact me with questions. We appreciate your guidance to date and look forward to working with City Staff through this process.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Jake Torpey".

Jake Torpey, PE
Associate

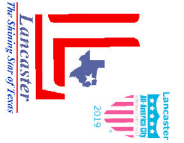
cc: Opal Mauldin-Jones, City Manager
Carey Neal, Assistant City Manager
Santiago Escobar, QTS

City of Lancaster

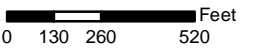
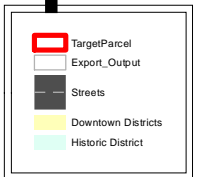
QTS Belt Line

Zoned: PD & AO

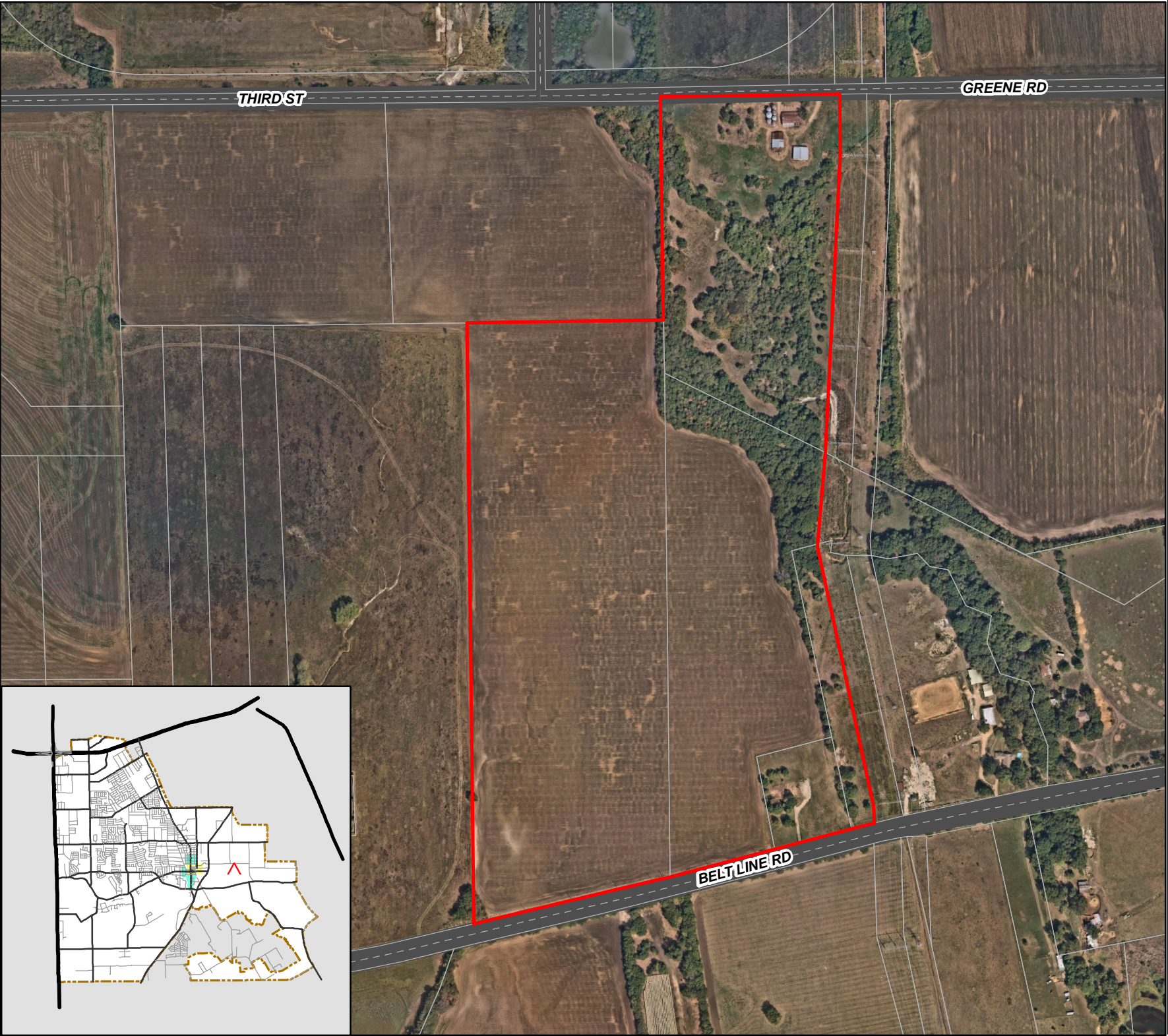
LANPORT Overlay



DISCLAIMER / LIMITATION OF LIABILITY
 The information on this map is provided by the City of Lancaster 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.



Date: 12/1/2023



MINUTES

PLANNING AND ZONING COMMISSION REGULAR MEETING OF JANUARY 2, 2024

The Planning and Zoning Commission of Lancaster, Texas, met in a Regular Meeting in the Council Chambers of City Hall on January 2, 2024, at 7:07 p.m. with a quorum present to-wit:

Commissioners Present:

Temika Whitfield, Chair
Taryn Walker
Spencer Hervey
Shandra Betts, Alternate

Commissioners Absent:

Lawrence Prothro
Karen Collins

City Staff Present:

Carey Neal, Deputy City Manager
Vicki Coleman, Director of Development Services
Nyliah Acosta, Assistant Director of Development Services
Kim Haynie, Senior Planner

Call to Order

Chair Whitfield called the meeting to order at 7:07 p.m. on January 2, 2024.

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:

Items listed under the consent agenda are considered routine and are generally enacted in one motion. The exception to this rule is that a Commission 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 Planning and Zoning Commission Regular Meeting held on December 5, 2023.**

MOTION: Commissioner Walker made a motion to approve the consent agenda, seconded by Commissioner Hervey. The vote was cast 4 for, 0 against. (Prothro, Collins absent)

PUBLIC HEARING:

2. **Z24-3 Conduct a public hearing and consider a request to change the zoning from Agricultural Open (AO), Lanport Overlay, and Logistics Port Planned Development (PD) to a Planned Development (PD) with Data Center uses, and limited Logistic Port uses, on properties addressed as 1201 and 1345 E. Belt Line Rd, and 1245 Green Rd. being a 98.60 acre tract of land, Abstract No. 504 a tract of land situated in the James McMillan Survey, Abstract No. 987, John Green Survey, Abstract No. 504, and the Thomas M. Ellis Survey, Abstract 432, City of Lancaster, Dallas County, Texas. The QTS Beltline Planned Development District will do the following: 1) Define Data Center; 2) Allow for data centers and limited Logistics Port B uses; 2) Increase the maximum allowable building height to 110-feet from the current 45-feet or 3-stories, as outlined in the Lanport Overlay; and 3) Provide a parking ratio consistent with a Data Center's working population.**

Chair Whitfield opened the public hearing.

Senior Planner, Kim Haynie, gave a presentation.

Jake Torpey, 260 East Davis St, McKinney, TX, 75068, spoke in support of item 2.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Hervey. The vote was cast 4 for, 0 against. (Prothro, Collins absent)

MOTION: Commissioner Walker made a motion to approve item 2, seconded by Commissioner Hervey. The vote was cast 4 for, 0 against. (Prothro, Collins absent)

3. **Z24-5 Conduct a public hearing and consider a zoning change from Agricultural Open (A-O) to Single Family Estates (SF-E). The property is located approximately 44 feet north of Meadow Creek Drive on N. Bluegrove Rd., addressed as 975 N. Bluegrove Rd., out of the William Rawlins Survey, Abstract No. 1200, Page 185, Tract 31, 1.0 acre, City of Lancaster, Dallas County, Texas.**

Chair Whitfield opened the public hearing.

Senior Planner, Kim Haynie, gave a presentation.

Alexander Aguire, did not speak, but was in support of item 3.

Eduardo Valdez, did not speak, but was in support of item 3.

The Commission asked questions regarding what the applicant intended to develop. The applicant stated they were going to build their family home.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Betts. The vote was cast 4 for, 0 against. (Aguilar, Collins absent)

MOTION: Commissioner Walker made a motion to approve item 3, seconded by Commissioner Hervey. The vote was cast 4 for, 0 against. (Prothro, Collins absent)

4. **Z24-6 Conduct a public hearing and consider a zoning change from Agricultural**

Open (A-O) to Single Family Estates (SF-E). The property is located approximately 184 feet north of Meadow Creek Drive on N. Bluegrove Rd., addressed as 811 N. Bluegrove Rd., out of the William Rawlins Survey, Abstract No. 1200, Tract 69, 1.682 acres, City of Lancaster, Dallas County, Texas

Chair Whitfield opened the public hearing.

Senior Planner, Kim Haynie, gave a presentation.

Eduardo Valdez, did not speak, but was in support of item 3.

The Commission asked general questions regarding what was currently on the property, and about the proposed home. The applicant stated a corral was on the property, and specifics on the home were not known at the time.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Betts. The vote was cast 4 for, 0 against. (Prothro, Collins absent)

MOTION: Commissioner Walker made a motion to approve item 4, seconded by Commissioner Hervey. The vote was cast 4 for, 0 against (Prothro, Collins absent)

- 5. Z24-8 Conduct a public hearing and consider a request to change the zoning from Agricultural Open (AO) to Single-Family Estate (SF-E) on a property addressed at 1538 Raintree Drive, being 1.88 acres, known as Lot 16, out of the Raintree Acres Addition, City of Lancaster, Dallas County, Texas.**

Chair Whitfield opened the public hearing.

Senior Planner, Kim Haynie, gave a presentation.

Byron Nobles, 724 Hilltop Circle, Desoto, TX, 75115, did not speak, but was in support of item 5.

Yeni Nobles, 724 Hilltop Circle, Desoto, TX, 75115, spoke in support of item 5.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Betts. The vote was cast 4 for, 0 against. (Prothro, Collins absent)

MOTION: Commissioner Hervey makes a motion to approve item 5, seconded by Commissioner Walker. The vote was cast 4 for, 0 against. (Prothro, Collins absent)

- 6. Z24-9 Conduct a public hearing and consider a request to change the zoning from Light Industrial Lanport Overlay, and Logistics Port Planned Development (PD) to Planned Development with Data Center uses, and limited Logistics Port uses on a property addressed as 1005 & 1101 E. Pleasant Run Road and 1900 Cornell Road described as 25.98 acres out of the Thomas A. Phillip Survey, Abstract No. 1123, and 74.001 acres out of the Samuel Keller Survey Abstract No. 721, and Joseph Manley Survey, Abstract No. 867, City of Lancaster, Dallas County, Texas. The CP Pleasant Run North Planned Development District will do the following: 1) Define Data Center; 2) Allow for data centers and limited Port**

Industrial Sub-District uses; 2) Increase the maximum allowable building height to 110-feet from the current 45-feet or 3-stories, as outlined in the Lanport Overlay; and 3) Provide a parking ratio consistent with a Data Center's working population.

Chair Whitfield opened the public hearing.

Assistant Director of Development Services, Nyliah Acosta, stated the applicant had requested to postpone the item.

Tim Keith, 16400 North Dallas Parkway, Dallas, TX 75248 spoke in support to the postponement of a future date, on item 6.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Betts. The vote was cast 4 for, 0 against. (Prothro, Collins absent)

MOTION: Commissioner Walker made a motion to postpone item 6 to a later (unspecified) date, seconded by Commissioner Hervey. The vote was cast 4 for, 0 against. (Prothro, Collins absent)

- 7. Z24-10 Conduct a public hearing and consider a request to change the zoning from Agricultural Open (AO) to Single-Family Residential (SF-2) on a property addressed as 800 Truman Circle known as a tract of land out of the Arthur Eldridge Abstract No. 449 Pg 476, City of Lancaster, Dallas County, Texas**

Chair Whitfield opened the public hearing.

Senior Planner, Kim Haynie, gave a presentation.

Michel Dorman, did not speak, but was in support of item 7.

MOTION: Commissioner Walker made a motion to close the public hearing, seconded by Commissioner Betts. The vote was cast 4 for, 0 Against. (Aguilar, Collins absent)

MOTION: Commissioner Walker made a motion to approve item 7, seconded by Commissioner Hervey. The vote was cast 4 for, 0 against. (Prothro, Collins absent)

ACTION:

- 8. HLPC24-1 Discuss and consider approval of a Certificate of Appropriateness (COA) to paint the exterior trim (windows and siding), door, front fence, columns, beams, and three sections of brick on the front facade, on the property addressed as 410 S. Dallas Avenue, City of Lancaster, Dallas County, Texas.**

Assistant Director of Development Services, Nyliah Acosta, gave a presentation.

Deanna Daniels, 201 Overhill Drive, Waxahachie, TX, 75165, spoke in support of item

8.

Jacobe Daniels, 201 Overhill Drive, Waxahachie, TX, 75165, spoke in support of item 8.

Ashley Simon, 2645 Princeton Drive, Lancaster, TX 75165, spoke in support of item 8.

Riad Frasier, 438 S. Dallas Ave, Lancaster, TX, 75146, did not speak, but was in support of item 8.

MOTION: Commissioner Walker made a motion to accept HLPCs recommendation to approve painting of the exterior trim (windows and siding), door, front fence, columns, and beams; and denial of painting the brick. Seconded by Commissioner Hervey. The vote was cast 3 for, 0 against, 1 abstention. (Prothro, Collins absent) (Betts abstained)

9. PS24-15 Discuss and consider approval of a Final Plat for Bear Creek Ranch Phase 4, creating 179 lots and 11 open spaces, located at the intersection of Green Acres Lane and E. Reindeer Road, the property is approximately 43.426 acres in size and is in the Samuel T. Bledsoe Survey, Abstract No. 120, City of Lancaster, E.T.J., Dallas County, Texas

Senior Planner, Kim Haynie, gave a presentation

Jake Finch, 16380 Addison Rd, Addison, TX, 75001, spoke in favor of the application.

MOTION: Commissioner Walker made a motion to deny item as presented, seconded by Commissioner Hervey. Vote cast 4 for, 0 against. (Prothro, Collins absent)

10. Discuss and consider the election of a Vice-Chair to the Planning and Zoning Commission

Commissioner Walker nominated herself for Vice-Chair.

MOTION: Commissioner Hervey made a motion for Commissioner Walker to be Vice-Chair, seconded by Commissioner Betts. Vote cast 4 for, 0 against. (Prothro, Collins absent)

11. Discuss and consider the election of a Chair to the Planning and Zoning Commission

MOTION: Commissioner Walker made a motion for Current Chair Whitfield to remain Chair. Seconded by Commissioner Hervey. Vote cast 4 for, 0 against. (Prothro, Collins absent)

ADJOURMENT:

MOTION: Commissioner Walker made a motion to adjourn, seconded by Commissioner Hervey. The vote was 4 for, 0 against. (Prothro, Collins absent)

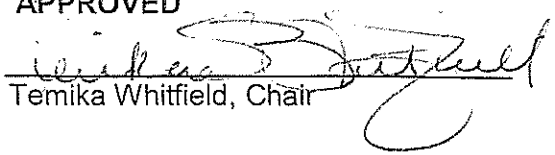
The meeting was adjourned at 8:22 PM.

ATTEST:



Vicki Coleman, Director of Development Services

APPROVED


Temika Whitfield, Chair

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

7.

Meeting Date: 02/12/2024

Policy Statement: This request supports the City Council 2023-2024 Policy Agenda

Goal(s): Sound Infrastructure
Quality Development

Submitted by: Nyliah Acosta, Assistant Director of Development Services

Agenda Caption:

M24-22 conduct a public hearing and consider an ordinance granting a special exception to Section 14.504 (a) (4) (A) Building Articulation - to not meet the required horizontal and vertical building articulation requirement on a property addressed as 2543 Balomede Avenue, City of Lancaster, Dallas County, Texas

Background:

1. **Location and Size:** The property is addressed as 2543 Balomede Avenue and is approximately 3.172 acres in size.
2. **Current Zoning:** The subject property is currently zoned Commercial Highway (CH).
3. **Adjacent Properties:**
North: Commercial Highway (CH) - Commercial Uses and Undeveloped Land
South: Commercial Highway (CH) - Vacant Undeveloped Land
East: Commercial Highway (CH)- Single-Family Dwellings and Undeveloped Land
West: Commercial Highway (CH) - Commercial Uses
4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan designates the property as Suburban Mixed Use Center. Multi-tenant commercial uses to include a car dealership is consistent with the Future Land Use Plan of the Comprehensive Plan.

Operational Considerations:

The property currently consists of several lots that have since been platted into one lot. There are six existing structures on the property. The structure addressed as 2543 Balomede Avenue was constructed without permits, or site plan approval. In an effort to bring the property into compliance, the applicant submitted a site plan application in June 2023, to address the structure on the property built without permits. Upon staff review, the following building design standards have been identified as not being met:

Per Section 14.504 (a) (4) (A) (1) *Horizontal Articulation* - states, "no building wall shall extend for a distance equal to 3 times the wall's height without having an off-set of 25% of the wall's height, and". Section 14.504 (a) (4) (A) (2) *vertical Articulation* - states, "no horizontal wall shall extend for a distance greater than 3 times the height of the wall without changing height by a minimum of 25% of the wall's height". The applicant is requesting an exception to not meet the horizontal and vertical articulation requirements.

In lieu of not meeting the design standards, the applicant is proposing to add landscaping inside and outside the existing fence where the un-permitted structure sits. Should the exception be approved, the

applicant will be required to apply for a building permit.

Legal Considerations:

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

Public Information Considerations:

On January 31, 2024, a notice for this public hearing appeared in the Focus Daily Newspaper. Staff also mailed notifications of this public hearing to property owners within 200 feet of the subject site and posted a sign on the property. There were no letters received in support or opposition to the request.

Options/Alternatives:

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

Recommendation:

Staff recommends approval as presented, with the additional landscaping shown on Exhibit 1.

Attachments

Ordinance

Exhibit 1

Letter of Intent

Location Map

Sign Posting

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS GRANTING TWO (2) SPECIAL EXCEPTIONS (M24-22) TO THE LANCASTER DEVELOPMENT CODE TO: 1) NOT PROVIDE THE REQUIRED HORIZONTAL ARTICULATION PER SECTION 14.504 (a) (4) (A) (1); AND 2) NOT PROVIDE THE REQUIRED VERTICAL ARTICULATION PER SECTION 14.504 (a) (4) (A) (2), FOR THE PROPERTY ADDRESSED AS 2543 BALOMEDE, CITY OF LANCASTER, DALLAS COUNTY, TEXAS, BEING IN SUBSTANTIAL CONFORMANCE TO THE ATTACHED EXHIBITS, ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER 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 two (2) requests for special exceptions: 1) not provide the required Horizontal Articulation per Section 14.504 (a) (4) (a) (1); and 2) not provide the required Vertical Articulation per Section 14.504 (a) (4) (a) (2) as shown in Exhibit "1"; and

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 two (2) special exceptions have given the requisite notices by publication and otherwise, and have 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 exhibits.

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

SECTION 1. That the City of Lancaster, Texas hereby grants two (2) exceptions to: 1) not provide the required Horizontal Articulation per Section 14.504 (a) (4) (a) (1); and 2) not provide the required Vertical Articulation per Section 14.504 (a) (4) (a) (2).

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 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 12th day of February.

ATTEST:

APPROVED:

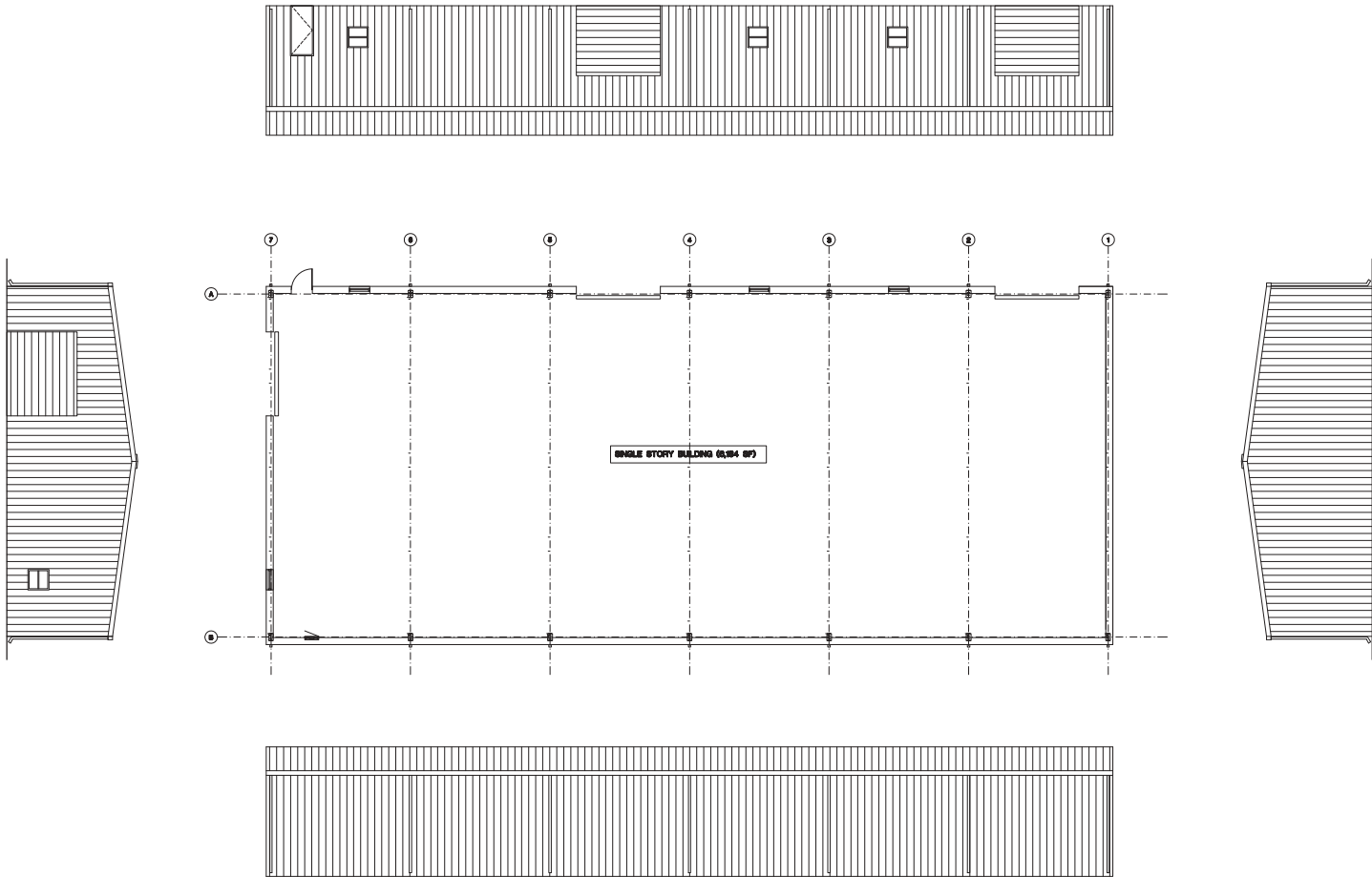
Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

Exhibit 1



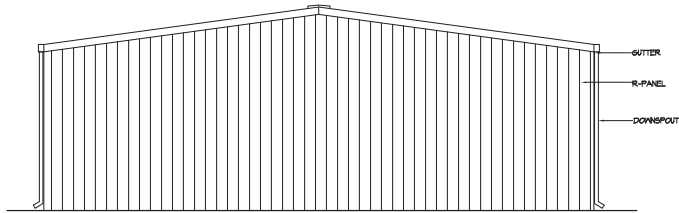
MA International
2601 Perth Street
Dallas, TX 75220
johnma2@yahoo.com
F-3485



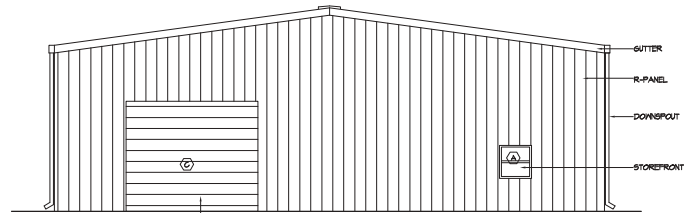
REVISIONS	
#	DATE
1	04.25.20
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8	
9	
10	

BAKRI AUTOMOTIVE
DEALERSHIP
2543 BALCOMBE AVE
LANCASTER, TX
75134

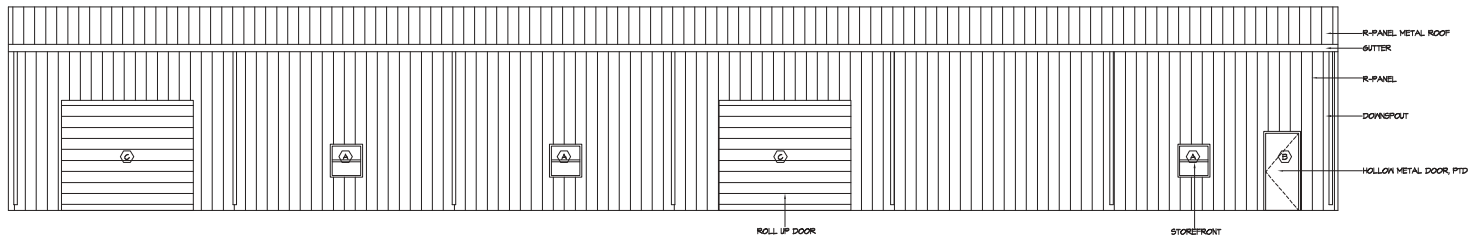
OVERALL
ELEVATIONS



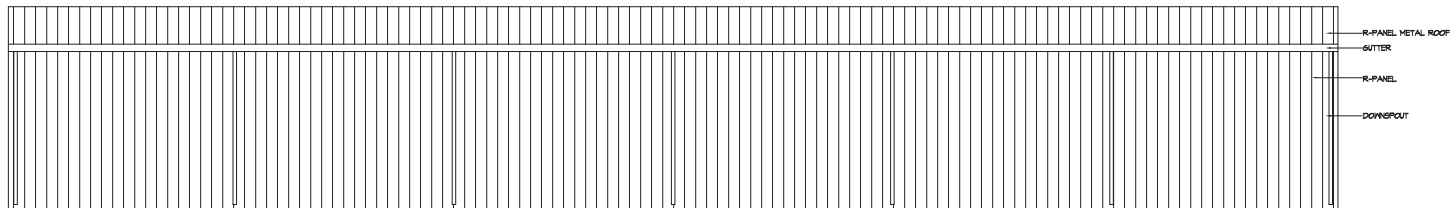
4. REAR ELEVATION- EAST



3. FRONT ELEVATION- WEST



2. SIDE ELEVATION- NORTH



1. SIDE ELEVATION- SOUTH

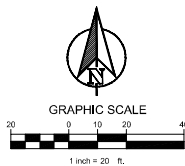
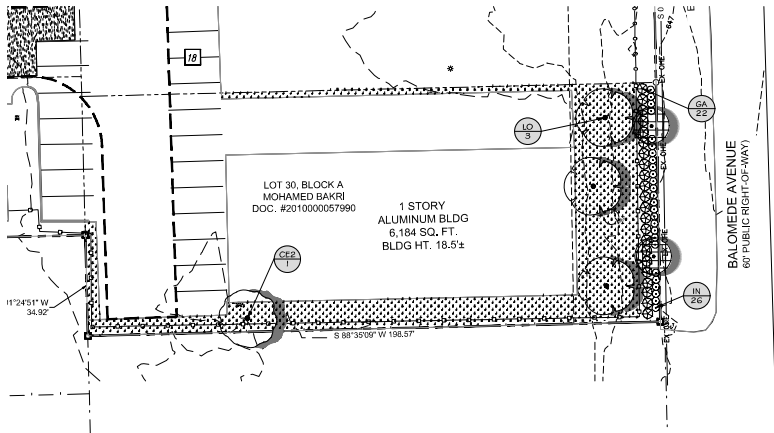
MA International
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johnma2@yahoo.com
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

#	DATE	SUBMISSION
1	04-25-20	CONSTRUCTION DOCUMENT
2		
3		
4		
5		

BAKRI AUTOMOTIVE
DEALERSHIP
2543 BALOMEDE AVE
LANCASTER, TX
75134

ELEVATIONS



PLANT SCHEDULE

TREES	CODE	COMMON / BOTANICAL NAME	SIZE	CONTAINER	QTY
	QM	Live Oak / Quercus virginiana min. 12' ht.; streetyard tree	CONT.	3' Gal	3
	CE2	Cedar Elm / Ulmus crassifolia min. 12' ht.; parking lot tree	CONT.	3' Gal	1
	IV	Yaupon Holly / Ilex vomitoria min. 10' ht.; street tree; multi-trunk	CONT.	3' CM	2
SHRUBS	CODE	COMMON / BOTANICAL NAME	SIZE		QTY
	GA	Glossy Abelia / Abelia grandiflora 36" o.c.	5 gal		22
	IN	Dwarf Yaupon / Ilex vomitoria 'Nana' 24" o.c.	3 gal		26
GROUND COVERS	CODE	COMMON / BOTANICAL NAME	SIZE		QTY
	CD	Bermuda Grass / Cynodon dactylon '16' 419'	sod		3,574 sf

PLANTING AND IRRIGATION GUARANTEE

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED AND EXISTING PLANTS SHALL SURVIVE FOR ONE YEAR AFTER FINAL OWNER ACCEPTANCE OF THE INSTALLATION WORK. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR APPROPRIATE WATERING OF THE LANDSCAPE THROUGH INSTALLATION OF A PROPERLY DESIGNED IRRIGATION SYSTEM. THE OWNER SHALL APPROVE THE SYSTEM DESIGN BEFORE INSTALLATION OF PLANTS OR IRRIGATION.

LANDSCAPE CALCULATIONS - LANCASTER

LANDSCAPE AREA	
SITE AREA:	16,499 SF
REQUIRED LANDSCAPE AREA:	3,300 SF (20%)
PROVIDED LANDSCAPE AREA:	4,280 SF

GENERAL GRADING AND PLANTING NOTES

- BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CERTIFIES THAT HE HAS READ AND WILL COMPLY WITH THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
- IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MASONRY) AS INDICATED ON THE GRADING PLANS.
- BEFORE STARTING ANY GRADING, THE CONTRACTOR SHALL VERIFY THAT THE FINISH GRADES OF ALL LANDSCAPE AREAS ARE AT LEAST 1/4" OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTIONS ON TURF AREA AND PLANTING BED PREPARATION.
- 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 SHOWN ON THE REPORT AND ON THE GRADING PLANS. AREAS OF POTENTIAL POONDING SHALL BE SEGREGATED TOULDS IN WITH THE SURROUNDING GRADES AND ELIMINATE POONDING POTENTIAL.
- THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE FINISH GRADES PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST FOR SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
- AFTER INSTALLING SOIL AMENDMENTS IN TURF AREAS, AND IN ORDER TO ALLOW FOR PROPER MULCH DEPTH, ENSURE THAT THE FINISH GRADES IMMEDIATELY ADJACENT TO WALKS AND OTHER PAVING SURFACES IS 3" BELOW FINISH GRADE, (DEPENDS TO MEET FINISH GRADE AT APPROXIMATELY 1" AWAY FROM THE SURFACES).
- AFTER INSTALLING SOIL AMENDMENTS IN TURF AREAS, ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER PAVING SURFACES IS 3" BELOW FINISH GRADE, TURNING TO MEET FINISH GRADE AT APPROXIMATELY 1" AWAY FROM THE SURFACES.
- IF 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, OWNER, CONTRACTOR, AND OWNER.
- ALL PLANT LOCATIONS ARE INDICATED BY ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PLANTING AUTHORITY ARE MET (E.G., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
- 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, PLANT QUANTITY AS SHOWN ON THE PLAN FOR INDIVIDUAL SYMBOLS OR CALLOUT FOR GROUNDCOVER PATTERNS SHALL TAKE PRECEDENCE.
- 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.
- 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.
- 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.
- CONTRACTOR SHALL EQUIP EXISTING IRRIGATION SYSTEM TO ACCOMMODATE PROPOSED PLANTINGS & ENSURE FULL FUNCTIONALITY OF SYSTEM.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

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 ENCRUST THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDING 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).

ROC
ROC DESIGN ENGINEERS
Superior Civil Engineering Service
Texas Firm F-13744

9101 N. LBJ Fwy, SUITE 570
Dallas, Texas 75243
Phone 972.639.8375

BAKRI AUTOMOTIVE DEALERSHIP

2542 N. I-35
2543 Balomede Street
Lancaster, Texas 75134

No.	Revision/Issue	Date



Issued Date: 06-12-23
Project No: 230014
Drawn By: JPK
Checked By: MJK
Designed By: JPK

Project	Sheet
230014	LP-1
Date: 06/12/23	Scale: 1" = 30'



GENERAL

A. QUAL

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PRODUCTS

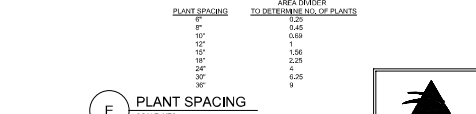
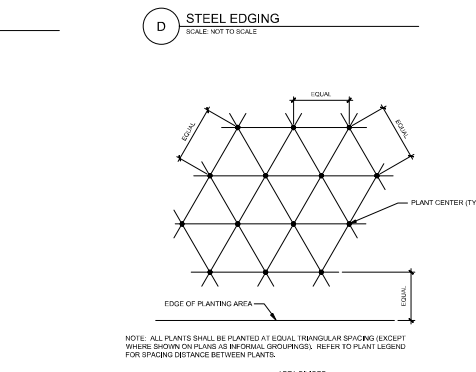
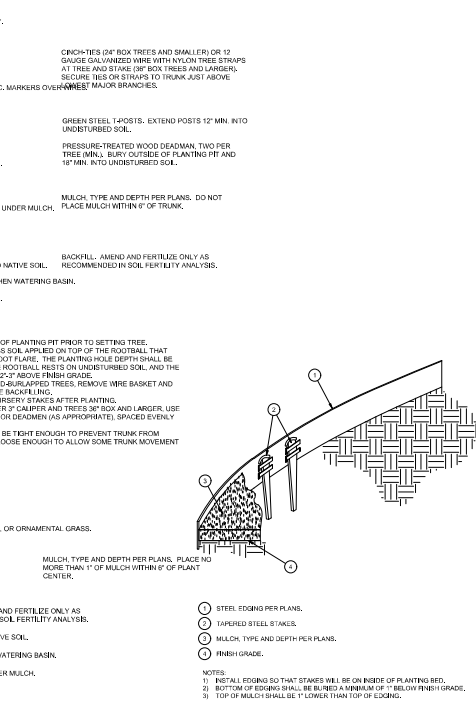
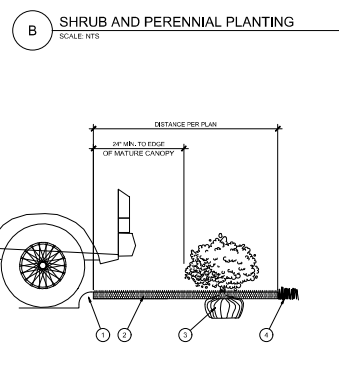
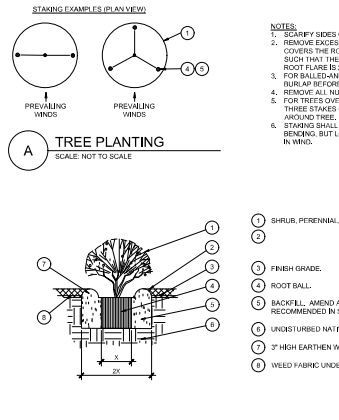
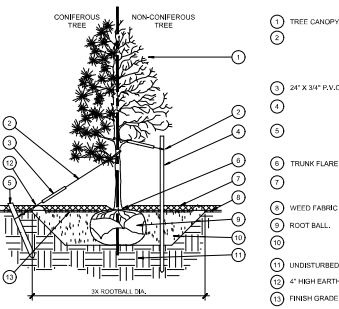
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METHODS

1. **SOIL PREPARATION**
 - a. **GRADING AND WORKING THE LANDSCAPE CONTRACTOR SHALL TAKE THE GRADE OF THE GRADING AND WORKING AREAS WITHIN ± 0.1 OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.**
 - b. **TEST**
 - i. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TAKEN AT 10' DEPTHS FOR ANALYSIS OF THE FOLLOWING: pH, ORGANIC MATTER, NITROGEN, PHOSPHORUS, POTASSIUM, SODIUM, CALCIUM, MAGNESIUM, SULFUR, CHLORINE, AND ZINC. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL. FRESH HORNED CORES SHOULD BE TAKEN AT 10' DEPTHS. THE ANALYSIS LOCATIONS ARE INDICATED ON THE PLANS. THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE (3) ANALYSES PER VARIATION IN SOIL TYPES OR VARIATIONS IN FINISH GRADES.
 - ii. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL pH, ORGANIC MATTER, NITROGEN, PHOSPHORUS, POTASSIUM, SODIUM, CALCIUM, MAGNESIUM, SULFUR, CHLORINE, AND ZINC. CONCENTRATIONS SHALL BE REPORTED IN PERCENTS FOR NITROGEN, PHOSPHORUS, POTASSIUM, SODIUM, CALCIUM, MAGNESIUM, SULFUR, CHLORINE, AND ZINC. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BROADCAST FERTILIZER RECOMMENDATIONS FOR GRASS AND TREES, SEPARATE SOIL PREPARATION AND BROADCAST FERTILIZER RECOMMENDATIONS FOR PERENNIALS, AND SEPARATE SOIL PREPARATION AND BROADCAST FERTILIZER RECOMMENDATIONS FOR ALL OTHER SOIL RELATED ISSUES. THE CONTRACTOR SHALL FOLLOW THE RECOMMENDATIONS FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
 - iii. THE CONTRACTOR SHALL INSTRUCT THE LANDSCAPE CONTRACTOR TO FOLLOW THE SOILS REPORT RECOMMENDATIONS, ANY CHANGE IN COST DUE TO THE SOILS REPORT RECOMMENDATIONS, EITHER AS AN INCREASE OR DECREASE. THE CONTRACTOR SHALL FOLLOW THE RECOMMENDATIONS FOR FOLIOBROADCAST FERTILIZERS ONLY. THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
 - i. FERTILIZER: STABILIZED GRASS FERTILIZER - 4-24-15 PLUS PER 1,000 SF.
 - ii. PREPLANT: TURF FERTILIZER - 15-20-20 (BULAR, BULB, BULB, ORGANIC) - 15 LBS PER 1,000 SF.
 - iii. CLAY "BLOT" OR OTHER LIQUID SOIL MANUFACTURERS RECOMMENDED RATE FOR GRASSES AND PERENNIALS.
 - iv. SOIL AMENDMENT: 10% TO 15% OF THE RECOMMENDED AMOUNTS TO THE TOP OF THE SOIL BY MEANS OF SPREADING OR TOPDRESSING.
 - v. WATERING: WATERED GROUND TO A MINIMUM OF 100% SOIL MOISTURE.
 - vi. 10-20-20 FERTILIZER (OR UREA, ORGANIC, SLOW RELEASE) - 0.85 LBS PER CWT.
 - vii. 10-20-20 FERTILIZER (OR UREA, ORGANIC, SLOW RELEASE) - 0.85 LBS PER CWT.
 - viii. RICH PONYFILL - 2 LBS PER LBS PER CWT.
 2. **CONTRACTOR SHALL FOLLOW THE FOLLOWING SPECIFICATIONS:**
 - a. **CONTRACTOR SHALL FOLLOW THE FOLLOWING SPECIFICATIONS:**
 - i. THE CONTRACTOR SHALL FOLLOW THE FOLLOWING SPECIFICATIONS: "GRADING" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
 - ii. THE CONTRACTOR SHALL FOLLOW THE FOLLOWING SPECIFICATIONS: "FINISH GRADE" REFERS TO THE FINISH GRADE OF ALL LANDSCAPE AREAS ARE WITHIN ± 0.1 OF FINISH GRADE. SEE SPECIFICATIONS FOR FINISH GRADES OF ALL LANDSCAPE AREAS.
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 - xxxiv. THE CONTRACTOR SHALL FOLLOW THE FOLLOWING SPECIFICATIONS: "FINISH GRADE" REFERS TO THE FINISH GRADE OF ALL LANDSCAPE AREAS ARE WITHIN ± 0.1 OF FINISH GRADE. SEE SPECIFICATIONS FOR FINISH GRADES OF ALL LANDSCAPE AREAS.
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 - xlv. THE CONTRACTOR SHALL FOLLOW THE FOLLOWING SPECIFICATIONS: "GRADING" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
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 - xlvi. THE CONTRACTOR SHALL FOLLOW THE FOLLOWING SPECIFICATIONS: "GRADING" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS

NO

An automatic irrigation system will be provided for all landscaping,* and "Required landscaping must be permanently maintained in a healthy growing condition at all times. The property owner is responsible for regular weeding, mowing of grass, irrigating, fertilizing, pruning and other permanent maintenance of all plantings, as needed.



EXAMPLE: PLANTS AT 18" O.C. IN 100 SF OF PLANTING AREA = $100/2.25 = 44$ PLANTS

ROC 
ROC DESIGN ENGINEERS
Superior Civil Engineering Service
Texas Firm F-13744

9101 N. LBJ FWY, SUITE 570
Dallas, Texas 75243
Phone 972.639.8375

2542 N. I-35
2543 Balomede Street
Lancaster, Texas 75134

Revision/Issue	Date



Issued Date: 06-12-23
Project No: 230014

Drawn By:	JPK
Checked By:	MAK
Designed By:	JPK

230014	Sheet
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06/12/23	LP-2
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1" = 30'	
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Roc Design Engineers, Inc

Superior Civil Engineering Service

January 10, 2024

Nyliah Acosta

Assistant Director
Development Services Department
211 N. Henry Street
Lancaster, TX 75146

RE: Special Variance. DP23-8 Bakri Automotive Dealership Addition Site Plan application

Dear Ms. Acosta:

In reference to the Horizontal Articulation requirements for the DP23-8 Bakri Automotive Dealership Addition Site Plan application, we are requesting a Special Variance. The Special Variance is requested because the building referenced is at the back of the Lot. Also, we are enhancing the landscaping of the back area of the building facing Balomede Avenue inside the fence and outside the fence. Landscaping enhancements shown on attached Landscape plan will include the following:

Inside the fence:

- Three Live Oak / Quercus virginiana 3" Cal. 12' ht.; street yard tree

Outside the fence:

- 22 Glossy Abelia / Abelia grandiflora 5 gal. 36" O.C.
- Two Yaupon Holly / Ilex vomitoria 3" Cal. 10' ht.; street tree; multi-trunk
- 26 Dwarf Yaupon / Ilex vomitoria `Nana` 3 gal. 24" O.C.

Finally it is our hope that since the building is in the back area of the Lot and with the additional landscaping enhancement provided facing Balomede Avenue, Council will grant the variance.



Respectfully submitted,

Majed Khalaf, P.E.
Director of Operations
Roc Design Engineers
Rocdesignengineers@gmail.com
9101 LBJ HWY Suite 570
Dallas Texas 75243

μ 

A number line is shown with tick marks at 0, 45, 90, and 180. A bracket above the line spans from 0 to 90 and is labeled "Feet".

This is an aerial photograph of a residential neighborhood with white property lines and address numbers overlaid. A red rectangle highlights the property at address 2543. The property is a rectangular lot containing a single-story house with a dark roof. Surrounding properties include 2542, 2532, 2539, 2538, 2534, 2530, 2522, 2514, 2500, 2516, 2619, 2620, 2622, 2623, 2627, 2630, 2700, 3231, 3227, 3235, 3223, 3211, 3207, 3201, 3117, 3122, 3116, 3204, 3208, 3214, 3226, 2614, 2608, 2542, 2607, 2538, 2534, 2530, 2522, 2514, 3201, 2504, and 3313. A multi-lane road with a yellow center line runs vertically on the left side of the image. An inset map in the bottom left corner shows a larger area with a grid of streets, with a red triangle indicating the location of the highlighted property.



Public Hearing



*MA4-22 Special
Exception Building
Design*
For More Information

PLANNING DIVISION

972-218-1315

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting

8.

Meeting Date: 02/12/2024

Policy Statement: This request supports the City Council 2023-2024 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 Section 551.071 of the Texas Government Code (the Texas Open Meetings Act), 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:

1) Pleasant Run Road Improvements (Dallas County MCIP 31403).

LANCASTER CITY COUNCIL

City Council Regular Meeting

9.

Meeting Date: 02/12/2024

Policy Statement: This request supports the City Council 2023-2024 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.