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

Monday, April 22, 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/84096827939?pwd=R3ZHT0Era0FITnZ6QUNDUjh3d2dQdz09

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: Council member Derrick Robinson

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 Meetings held on February 26, 2024, and March 11, 2024.

2. Consider a resolution authorizing the City Manager to sign and execute a commercial lease agreement with Zach Albess.

3. Consider a resolution approving the terms and conditions of an Interlocal Agreement to provide a Best Southwest Hispanic Heritage Festival for the citizens of Cedar Hill, DeSoto, Duncanville and Lancaster.

4. Consider a resolution authorizing the purchase of six (6) 2024 Chevrolet Tahoes from Freedom Chevrolet through an Interlocal Agreement with the City of Dallas, Texas, in an amount not to exceed three hundred seven thousand eight hundred dollars ($307,800.00).

5. Consider a resolution authorizing the outfitting six (6) 2024 Chevrolet Tahoes from Priority Public Safety through an Interlocal Agreement with the City of Dallas, Texas, in an amount not to exceed two hundred twenty-one thousand six hundred forty-eight dollars and twenty-two cents ($221,648.22).

PUBLIC HEARING:

6. Z24-14 Conduct a public hearing and consider an ordinance granting a Specific Use Permit to allow for a Substation and Switching Station on the property described as a 19.738 acre tract of land located at the southwest corner of Dallas Avenue and Red Oak Road, known as a tract of land situated in the William C. Walker Survey, Abstract No. 1528, addressed as 2401 S. Dallas Avenue, City of Lancaster, Dallas County, Texas.

7. M24-16 Conduct a public hearing and consider an ordinance granting an amendment to the 2020 Master Thoroughfare Plan of the City of Lancaster's Comprehensive Plan to delete a 1,150 foot segment of Parkerville Road west of Dallas Ave.

ACTION:

8. Discuss and consider a resolution ratifying a Performance Agreement in an amount not to exceed five hundred thirty-eight thousand four hundred fifty dollars ($538,450), with SI DFW02A, LLC (Stack) from funds collected from the one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.

9. Discuss and consider a resolution approving a Chapter 380 Economic Development Agreement by and between the City of Lancaster and SI DFW02A, LLC (Stack).

EXECUTIVE SESSION:

10. 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) Real Property located at 1508 Dewberry Boulevard (Bel-Air Place Apartments).
    2) Real Property located at 632 Reindeer Road.
    3) Real Property located at 3410 Sherwood Drive.
    4) Future Infrastructure (Houston School Road water main damage).
    5) DeltaVictor LLC v. City of Lancaster.
    6) Pleasant Run Road Improvements (Dallas County MCIP 31403).
    7) Sales Tax Audit.
    8) 1713 Enchanted (NPO and Parking Pad).

11. 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 April 19, 2024, @ 5:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.

Carey D. Neal, Jr.

Assistant City Manager

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **1.**

Meeting Date: 04/22/2024

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 Meetings held on February 26, 2024, and March 11, 2024.

Background:

Attached for your review and consideration are minutes from the City Council Regular Meetings held on February 26, 2024 and March 11, 2024.

Attachments

February 26, 2024

March 11, 2024

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF FEBRUARY 26, 2024

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on February 26, 2024, 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 [Zoom]
Marco Mejia
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 and Communication Chief
Christine Harris-Reed, Director of Finance
Dori Lee, Assistant City Manager
Jermaine Sapp, Director of Equipment and Facility Services
Sam Urbanski, Police Chief
Shane Shepard, Director of Economic Development
Vicki Coleman, Director of Development Services
Cheryl Womble, Purchasing Agent
Greg Carrell, Assistant to the City Manager
Jennifer Avila, Deputy City Secretary
Keaira English, Public Relations Manager
Martaz' Shia Gibbs, Executive Assistant to the City Manager
Mike Rasco, Assistant Director of Parks and Recreation
Ron Gleaves, IT Manager
Stephanie Renteria, City Secretary Administrative Secretary

Call to Order:
Mayor Hairston called the meeting to order at 7:00 p.m. on February 26, 2024.

Invocation:
Reverend Mitchell Cheatham gave the invocation.

Pledge of Allegiance:
Councilmember Strain-Burk led the pledge of allegiance.

Public Testimony/Citizen's Comments:
John Hubbard, 1719 Angel Pkwy, Allen, TX 75002, spoke in support of Executive Session 16.8. item.

Misty Ventura, 9405 Biscayne Blvd, Dallas, TX 75218, spoke in support of Executive Session 16.8 item.

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Keaira English, 211 N. Henry Street, Lancaster, TX 75146; shared information on the Extreme Green Trash off event, Mayor State of the City Event, and the Lancaster Citizen Public Safety Academy.

Consent Agenda:

1. **Consider approval of minutes from the Regular Meeting held on January 22, 2024.**

2. **Consider a resolution accepting the 2023 Lancaster Police Department Racial Profiling Analysis Annual Report.**

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, seconded by Mayor Pro Tem Cheatham to approve consent items C1 – C2. The vote was cast 7 for, 0 against.

Action:

3. **M24-25 Discuss and consider a resolution authorizing the City Manager to execute a Development Agreement with Joseph Kemp, relating to building materials for the development of the properties addressed as 1818 & 1836 Cedardale Road being 10.004 acres known as Lot 29, and 30, out of the Franklin Farms Addition, City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones shared that action item 3 will be moved to the March 11, 2024, regular meeting.

4. **M24-24 Discuss and consider a resolution authorizing the City Manager to execute a Development Agreement with Glenda Investments, Inc., relating to building materials, amenities, landscaping and phasing for the development of the property addressed as 405 Hana Lane described as a 5.43 acre tract of land out of the Muttick 2 addition, City of Lancaster, Dallas County, Texas.**

Director of Development Services Coleman gave a staff report regarding action item 4.

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, seconded by Councilmember Strain-Burk to approve action item 4. The vote was cast 7 for, 0 against.

Public Hearing:

5. **Z24-7 Conduct a public hearing and consider an ordinance to change the zoning from Agricultural Open (AO) to a Planned Development (PD) for Multi-Family (MF-16) uses for a Senior Living development on properties addressed as 1818 & 1836 Cedardale Road being 10.004 acres known as Lot 29, and 30, out of the Franklin Farms Addition, City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones shared that public hearing item 5 will be moved to the March 11, 2024, regular meeting.

City Attorney Ritter advised the Council to open the public hearing for comments. Following the public hearing, a motion can be made to table the item by Council.

Mayor Hairston opened the public hearing.

No speakers.

Draft

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

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Mejia to move public hearing item 5 to the March 11, 2024, regular minutes. The vote was cast 7 for, 0 against.

6. **M24-15 Conduct a public hearing and consider an ordinance to amend the Comprehensive Land Use Plan and Future Land Use Map from Rural Living to Mixed-Use Neighborhood, on properties addressed as 1818 & 1836 Cedardale Road being 10.004 acres known as Lot 29, and 30, out of the Franklin Farms Addition, City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones shared that public hearing item 6 will be moved to the March 11, 2024, regular meeting.

Mayor Hairston opened the public hearing.

No speakers.

MOTION: Councilmember Strain-Burk 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 Strain-Burk made a motion, seconded by Mayor Pro Tem Cheatham to approve public hearing item 6. The vote was cast 7 for, 0 against.

7. **Z24-4 Conduct a public hearing and consider an ordinance to change the zoning from Agricultural Open (AO) to a Planned Development (PD) for Commercial Highway (CH) uses and a Car Wash on property addressed as 405 Hana Ln., described as a 5.43 acre tract of land out of the Muttick 2 addition, City of Lancaster, Dallas County, Texas.**

Director of Development Services Coleman gave a staff report regarding action item 7.

Mayor Hairston opened the public hearing.

Greg Guern, 2000 Rushing Creek Dr, Heartland, TX 75126 the architect for public hearing 7 shared that he is available to answer questions regarding the building for Council.

Councilmember Robinson asked what is being done regarding crossroad access from the lot to the road.

Andrew Yeoh, 6814 Clear Spring Cir, Garland, TX 75064, the civil engineer of for public hearing 7 informed the Council that they have been in communication with Walmart and Home Depot to secure access to the shared parking lot. This access would provide two main road accesses for the development.

Mike Booth, 8 Skyline Drive, Trophy Club, TX 76262, the car wash equipment distributor shared his support for public hearing item 7.

Draft

Mayor Pro Tem Cheatham asked for clarification on the hotel policy for extend state.

Director of Development Services Coleman explained that the City's existing ordinance on extended stays limits occupancy to 30 days. The Council has the authority to impose stricter limitations, as evidenced by past approvals with a 14-day maximum stays for specific hotels.

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

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Mejia to approve public hearing item 7 with a 14-day maximum extended stay. The vote was cast 7 for, 0 against.

8. **Z24-11 Conduct a public hearing and consider an ordinance to revoke a Specific Use Permit (SUP) allowing the parking of three dump trucks on a property zoned Single-Family Residential (SF-6) located at 828 N. Lancaster Hutchins Rd., known as Lot 16, Block 1, out of the Eastside Acres Addition, City of Lancaster, Dallas County, Texas.**

Director of Development Services Coleman gave a staff report regarding action item 8.

Mayor Hairston opened the public hearing.

No speakers.

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro Tem Cheatham 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 approve public hearing item 8. The vote was cast 7 for, 0 against.

Action:

9. **Discuss and consider declaring a certain board, commission, or committee position(s) vacant due to excessive absences and a resignation.**

Mayor Hairston shared that the City Council will consider declaring vacancies only and will fill the vacancies at the March 11, 2024, regular meeting.

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, seconded by Councilmember Strain-Burk to accept the resignations for action item 9. The vote was cast 7 for, 0 against.

10. **Discuss and consider a resolution approving an agreement with Charter Communication, Inc. to provide access to broadband (high-speed internet) throughout the City of Lancaster in an amount not to exceed six hundred ninety-five thousand seventy dollars and zero cents ($695,070.00).**

City Manager Mauldin-Jones gave a staff report regarding action item 10.

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MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, seconded by Councilmember Jaglowski to approve action item 10. The vote was cast 7 for, 0 against.

11. **Discuss and consider a resolution approving a Chapter 380 Economic Development Agreement by and between the City of Lancaster and Mayflower Star LLC.**

Director of Economic Development Shepard gave a staff report regarding action item 11.

MOTION: Councilmember Mejia made a motion, seconded by Councilmember Strain-Burk to approve action item 11. The vote was cast 7 for, 0 against.

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

City Manager Mauldin-Jones shared that action item 12 is a companion item of action item 11.

MOTION: Councilmember Mejia made a motion, seconded by Deputy Mayor Pro Tem Gooden-Davis to approve action item 12. The vote was cast 7 for, 0 against.

13. **Discuss and consider a resolution approving a Chapter 380 Economic Development Agreement, in an amount not to exceed one million five hundred thousand dollars ($1,500,000) by and between the City of Lancaster, Texas and CP Lancaster Land, LP and authorizing the City Manager to execute the agreement, and provide an effective date.**

Director of Economic Development Shepard gave a staff report regarding action item 13.

MOTION: Councilmember Mejia made a motion, seconded by Deputy Mayor Pro Tem Gooden-Davis to approve action item 13. The vote was cast 5 for, 0 against, 1 abstain [Cheatham] [Strain-Burk recused].

14. **Discuss and consider a resolution approving an amendment to Section 14.01 and 14.02 of the agreement for solid waste and disposal services with Community Waste Disposal, L.P. (CWD) to provide for a Consumer Price Index rate increase for residential and commercial solid waste services.**

City Manager Mauldin-Jones gave a staff report regarding action item 14.

MOTION: Deputy Mayor Pro Tem Gooden Davis, made a motion, seconded by Councilmember Strain-Burk to approve action item 14. The vote was cast 7 for, 0 against.

15. **Consider a resolution amending Section 10.1700 (Garbage Collection Fees) of the Master Fee Schedule for fees and charges assessed for solid waste and recycling collection.**

City Manager Mauldin-Jones shared that action item 15 is a companion item of action item 14.

MOTION: Deputy Mayor Pro Tem Gooden Davis, made a motion, seconded by Councilmember Strain-Burk to approve action item 15. The vote was cast 7 for, 0 against.

Draft

Executive Session:

16. **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) **Real Property located at 1508 Dewberry Boulevard (Bel-Air Place Apartments).**
    2) **Real Property located at 632 Reindeer Road.**
    3) **Real Property located at 3410 Sherwood Drive.**
    4) **Future Infrastructure (Houston School Road water main damage).**
    5) **DeltaVictor LLC v. City of Lancaster.**
    6) **Pleasant Run Road Improvements (Dallas County MCIP 31403).**
    7) **Sales Tax Audit.**
    8) **Potential dis-annexation of real estate.**

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

The City Council recessed for Executive Session at 8:23 p.m. and reconvened into open session at 9:10 p.m.

No action.

MOTION: Councilmember Mejia made a motion, seconded by Mayor Pro Tem Cheatham to adjourn. The vote was cast 7 for, 0 against.

The meeting was adjourned at 9:10 p.m.

ATTEST: **APPROVED:**

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

Draft

MINUTES

LANCASTER CITY COUNCIL REGULAR MEETING OF MARCH 11, 2024

The City Council of the City of Lancaster, Texas, met in a called Regular Meeting in the Council Chambers of City Hall on March 11, 2024, 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]
Mayor Pro Tem Mitchell Cheatham
Deputy Mayor Pro Tem Betty Gooden-Davis

Councilmember Absent:
Derrick Robinson

City Staff Present (City Hall & Zoom):
Opal Mauldin-Jones, City Manager
Sorangel O. Arenas, City Secretary
Amanda Davis, City Attorney Representative
Carey Neal, Deputy City Manager
Chris Youngman, Emergency Management and Communication Chief
Christine Harris-Reed, Director of Finance
Dori Lee, Assistant City Manager
Jermaine Sapp, Director of Equipment and Facility Services
Shane Shepard, Director of Economic Development
Vicki Coleman, Director of Development Services
Cheryl Womble, Purchasing Agent
Greg Carrell, Assistant to the City Manager
Jacqueline Page, Assistant Director of Finance
Jennifer Avila, Deputy City Secretary
Keaira English, Public Relations Manager
Marcus Talton, Assistant Police Chief
Mike Rasco, Assistant Director of Parks and Recreation
Robert Martin, Assistant to the City Manager
Ron Gleaves, IT Manager
Stephanie Renteria, City Secretary Administrative Secretary

Call to Order:
Mayor Hairston called the meeting to order at 7:05 p.m. on March 11, 2024.

Invocation:
Pastor Urban M. Brown, Life Christ Family Church gave the invocation.

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

Proclamation:
Mayor Hairston read the Queenish Black Dolls and Family Empowerment Day and Visiting Nurse Association of Texas Month Proclamations.

Draft

Public Testimony/Citizen's Comments:

Andrew Mills, 202 Creekwood Dr. Lancaster, TX 75146 wishes not to speak, however, would like the record to show support for action item 8.

Richmond Escanlan, 1709 Dartmouth Dr. Glenn Heights, TX 75154 shared his support for action item 8.

Mayra Velasquez, 831 Bayport Dr. Lancaster, TX 75134 shared concerns regarding flooding in her neighborhood.

Anthony Smith, 1107 Bayport Dr. Lancaster, TX 75134 shared concerns regarding flooding in his neighborhood.

Fabiola Melesio, 1106 Bayport Dr. Lancaster, TX 75134 shared concerns regarding flooding in her house and neighborhood.

Elsy Guzman, 1116 Bayport Dr. Lancaster, TX 75134 shared concerns regarding flooding in her neighborhood.

Tracy McGee, 235 W. Main St. Lancaster, TX 75146 requested help from City Staff regarding building on their empty lot.

Aracelie Lopez, 1049 Bayport Dr. Lancaster, TX 75146 requested the addition of sidewalks and speed bumps in her neighborhood.

Keaira English, 211 N. Henry Street, Lancaster, TX 75146; shared information on the Mayor State of the City event, and the Lancaster Citizen Public Safety Academy.

Consent Agenda:

1. **Consider approval of minutes from the Special Meeting(s) held on February 5, 2024, and February 10, 2024.**

2. **Consider a resolution declaring an unopposed candidate for Mayor in the May 4, 2024general municipal election, declaring the unopposed candidate elected to office; canceling the election for Mayor at-large.**

3. **Consider a resolution accepting the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2023.**

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to approve consent items C1 – C3. The vote was cast 6 for, 0 against [Robinson, absent].

Action:

4. **M24-25 Discuss and consider a resolution authorizing the City Manager to execute a Development Agreement with KRR Cedardale Seniors, LLC., relating to building materials for the development of the 10.004 acres known as Lot 29, and 30, out of the Franklin Farms Addition, addressed as 1818 & 1836 Cedardale Road City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones gave a staff report regarding action item 4.

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, seconded by Mayor Pro Tem Cheatham to approve action item 4. The vote was cast 6 for, 0 against [Robinson, absent].

Public Hearing:

5. **Z24-7 Conduct a public hearing and consider an ordinance to change the zoning from Agricultural Open (AO) to a Planned Development (PD) for Multi-Family (MF-16) uses for a Senior Living development on 10.004 acres known as Lot 29, and 30, out of the Franklin Farms Addition, addressed as 1818 & 1836 Cedardale Road, City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones shared this is a companion item to action item 4 and gave a staff report regarding public hearing 5.

Councilmember Strain-Burk questioned if the developer would consider selling any of the cottages, or if the cottages are strictly intended for rental.

Joseph Kemp, 1624 Promontory Dr. Cedar Hill, TX 75104 the developer clarified that the development is strictly for rental purposes.

Mayor Hairston opened the public hearing.

No Speakers.

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

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, seconded by Councilmember Strain-Burk to approve public hearing item 5. The vote was cast 6 for, 0 against [Robinson absent].

6. **M24-15 Conduct a public hearing and consider an ordinance to amend the Comprehensive Land Use Plan and Future Land Use Map from Rural Living to Mixed-Use Neighborhood, on10.004 acres known as Lot 29, and 30, out of the Franklin Farms Addition, addressed as1818 & 1836 Cedardale Road, City of Lancaster, Dallas County, Texas.**

City Manager Mauldin-Jones shared this is a companion item to the previous 2 items and gave a staff report on public hearing 6.

Mayor Hairston opened the public hearing.

No Speakers.

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

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, seconded by Councilmember Strain-Burk to approve public hearing item 6. The vote was cast 6 for, 0 against [Robinson absent].

Draft

Action:

7. **M24-23 Discuss and consider an ordinance granting a special exception to Chapter 6.007.004-*Height Limitation,* of the Code of Ordinances, to allow for a 10-foot tall ornamental wrought iron fence, on a 58.8766 acre tract of land situated in the Thomas A. Phillips Survey Abstract No. 1123, City of Lancaster, Dallas County, Texas.**

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

Caleb Bardin, 3819 Maple Ave. Dallas, TX 78219, a representative of the applicant, spoke in favor of action item 7.

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

8. **Discuss and consider a resolution ratifying an amendment to the Performance Agreement between Kyoto Brew LLC and the Lancaster Economic Development Corporation (LEDC) to extend the completion deadlines from January 1, 2024, to January 1, 2025.**

Director of Economic Development Shepard gave a staff report regarding action item 8.

MOTION: Councilmember Strain-Burk made a motion, seconded by Councilmember Jaglowski to approve action item 8. The vote was cast 6 for, 0 against [Robinson absent].

9. **Discuss and consider appointments to the Comprehensive Plan Steering Committee.**

Councilmember Jaglowski gave a report regarding action item 9.

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to approve action item 9. The vote was cast 6 for, 0 against [Robinson, absent].

10. **Discuss and consider declaring a certain board, commission, or committee position(s) vacant due to a resignation.**

Mayor Hairston shared that this item is to declare a vacancy only.

MOTION: Councilmember Strain-Burk made a motion, seconded by Deputy Mayor Pro Tem Gooden-Davis to approve action item 10. The vote was cast 6 for, 0 against [Robinson absent].

11. **Discuss and consider appointment(s) to the Airport Advisory Board, Capital Improvement Advisory Committee, Public Engagement Committee, Planning and Zoning Commission, Property Standards and Appeals and Youth Advisory Committee.**

Councilmember Strain-Burk asked if the members must be in City Limits to be considered for the Airport Advisory Board.

Draft

City Secretary Arenas clarified that residency within the city limits is not required, and that individuals residing within the Extraterritorial Jurisdiction (ETJ) of the city may also be considered.

Airport Advisory Board
MOTION: Councilmember Strain-Burk made a motion, second by Councilmember Jaglowski to nominate Miguel Gonzalez to the vacant regular position and Dale Gibbs to the alternate position with terms expiring 2024 for the Airport Advisory Board. The vote was cast 6 for, 0 against [Robinson absent].

Capital Improvements Advisory Committee
MOTION: Councilmember Strain-Burk made a motion, second by Councilmember Jaglowski to nominate Taushia LaFlore to the vacant regular position with term expiring 2025 for the Capital Improvements Advisory Committee. The vote was cast 6 for, 0 against [Robinson absent].

Deputy Mayor Pro Tem Gooden-Davis nominated Capri Truvillion for the vacant Real Estate, Development, Building Industries position.

Deputy Mayor Pro Tem Gooden-Davis withdrew her motion.

MOTION: Councilmember Jaglowski made a motion, second by Councilmember Strain-Burk to nominate Ashley Richardson to the vacant Real Estate, Development, Building Industries position with term expiring 2024 for the Capital Improvements Advisory Committee. The vote was cast 6 for, 0 against [Robinson absent].

MOTION: Deputy Mayor Pro Tem Gooden-Davis made a motion, second by Councilmember Strain-Burk to nominate Kristen Wicks to the alternate position with term expiring 2024 for the Capital Improvements Advisory Committee. The vote was cast 6 for, 0 against [Robinson absent].

Planning and Zoning Commission
MOTION: Councilmember Strain-Burk made a motion, second by Deputy Mayor Pro Tem Gooden-Davis to nominate Sharonda Betts for the vacant regular position with term expiring 2025 for the Planning and Zoning Commission. The vote was cast 6 for, 0 against [Robinson absent].

Deputy Mayor Pro Tem Gooden-Davis nominated Sonya Roston for the vacant regular position.

Councilmember Strain-Burk nominated Daniel Holden for the vacant regular position.

Councilmember Jaglowski nominated Tenicia Oliver for the vacant regular position.

The roll call vote was cast 3 for Sonya Roston [Mejia, Cheatham, Gooden-Davis], 2 for Daniel Holden [Hairston, Strain-Burk] and 1 for Tenicia Oliver [Jaglowski]. Sonya Roston was appointed to the vacant regular position with term expiring 2025 for the Planning and Zoning Commission [Robinson absent].

Deputy Mayor Pro Tem Gooden-Davis nominated Paula Young for the alternate position.

Councilmember Strain-Burk nominated Daniel Holden for the alternate position.

The roll call vote was cast 3 for Paula Young [Mejia, Cheatham, Gooden-Davis] and 3 for Daniel Holden [Hairston, Strain-Burk, Jaglowski] [Robinson absent] Motion Failed.

Draft

MOTION: Councilmember Strain-Burk made a motion, seconded by Mayor Pro Tem Cheatham to table the appointment for the Planning and Zoning Commission alternate position to the March 25, 2024, regular meeting. The vote was cast 6 for, 0 against [Robinson absent].

Property Standards and Appeals Boards

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to appoint Andre Lindsey to the regular position with term expiring 2024 for the Property Standards and Appeals Boards. The vote was cast 6 for, 0 against [Robinson absent].

Councilmember Strain-Burk nominated Paula Young for the alternate position.

Mayor Pro Tem Cheatham nominated Tenicia Oliver for the alternate position.

Councilmember Jaglowski nominated Juana Valezquez for the alternate position.

The roll call vote was cast 5 for, 1 against [Strain-Burk] to appoint Tenicia Oliver to the alternate position with term expiring 2024 for the Property Standards and Appeals Boards [Robinson absent].

Public Engagement Committee

Mayor Hairston advised the City Council that the appointment for the Public Engagement Committee will be tabled to the March 25, 2024, regular meeting.

Youth Advisory Committee

MOTION: Councilmember Jaglowski made a motion, seconded by Councilmember Strain-Burk to nominate Antonio Paulo to the regular position with the term expiring 2024 for the Youth Advisory Committee. The vote was cast 6 for, 0 against [Robinson absent].

Airport Advisory Board

Members	Term Expires	Position
Miguel Gonzalez	2024	Regular Position
Dale Gibbs	2024	Alternate Position

Capital Improvements Advisory Committee

Members	Term Expires	Position
Taushia LaFlore	2025	Regular Position
Ashley Richardson	2024	Real Estate, Development, Building Industries
Kristen Wicks	2024	Alternate Position

Planning and Zoning Commission

Members	Term Expires	Position
Sharonda Betts	2025	Regular Position
Sonya Roston	2025	Regular Position

Property Standards and Appeals Boards

Members	Term Expires	Position
Andre Lindsey	2024	Regular Position
Tenicia Oliver	2024	Alternate Position

Draft

Youth Advisory Committee

Members	Term Expires	Position
Antonio Paulo	2024	Regular Position

Executive Session:

12. **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) **Sales Tax Audit.**
    2) **Potential dis-annexation of real estate.**

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

The City Council recessed for Executive Session at 8:19 p.m. and reconvened into open session at 8:29 p.m.

MOTION: Councilmember Strain-Burk made a motion, second by Deputy Mayor Pro-Tem Gooden-Davis to engage the Martin Todd and Leonard Law Firm on the terms proposed in the February 26, 2024, engagement letter for item 12.1. The vote was cast 6 for, 0 against [Robinson absent].

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

The meeting was adjourned at 8:30 p.m.

ATTEST: **APPROVED:**

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

Draft

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **2.**

Meeting Date: 04/22/2024

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

Goal(s): Effective Municipal Operations
Financially Sound Government

Submitted by: Kellen Benbrook, Airport Manager

Agenda Caption:

Consider a resolution authorizing the City Manager to sign and execute a commercial lease agreement with Zach Albess.

Background:

Zach Albess, an aircraft rental company owner, contacted the City of Lancaster to inquire about the use of the terminal building for their business operations. The suite totals 1600.4 square feet and is located within the old Airport Terminal Building Suite 102.

Leasing of the airport terminal building office space is addressed in the master fee schedule to allow a charge of $12.00 per square foot per year which amounts to $1,600.40 per month for the length of the agreement. The agreement is set to end on April 31, 2025, unless the occupant desires to invoke the optional extension clause that allows the applicant to extend the lease for an additional 2 years.

The terminal lease agreement is in conformance with all other agreements that City Council biannually approves for the Lancaster Regional Airport.

Legal Considerations:

The standard airport office space Lease agreement and the resolution has been reviewed and approved by the City Attorney, as to form.

Public Information Considerations:

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

Fiscal Impact:

Additional revenue will be collected by the Lancaster Regional Airport in the amount of $1,600.40 per month for the duration of the lease agreement. An increase in fuel sales is also expected with an associated increase in aircraft operations.

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

Lease Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING A COMMERCIAL LEASE AGREEMENT FOR SPACE AT LANCASTER REGIONAL AIRPORT WITH ZACH ALBESS ATTACHED HERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lancaster Regional Airport has space available for one or more tenants to occupy; and

WHEREAS, the City Council of Lancaster, Texas desires to authorize the City Manager to sign lease agreements for the available airport rental space on a form approved by the City Attorney; and

WHEREAS, delegation to the City Manager will assist in expediting an efficient airport operation;

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

SECTION 1. That the City Manager is hereby authorized to utilize and execute the airport office space commercial lease attached hereto on behalf of the City of Lancaster, Texas.

SECTION 2. 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 22nd day of April 2024.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

STATE OF TEXAS §
§ **AIRPORT OFFICE LEASE AGREEMENT**
COUNTY OF DALLAS §

THIS AIRPORT OFFICE SPACE LEASE AGREEMENT ("Lease") is made and entered into this 1st day of April, 2024, by and between the **CITY OF LANCASTER**, a Texas Home-rule Municipal Corporation ("City" or "Lessor") and **Zach Albess** ("Lessee").

WITNESSETH:

WHEREAS, City is the owner and operator of the Lancaster Regional Airport ("Airport") which is located in the City of Lancaster , Dallas County, State of Texas; and

WHEREAS, Lessee desires to lease and use the Leased Premises (defined below) for the conduct of an aviation related activity and associated uses as authorized herein; and

WHEREAS, in accordance with the provisions contained within this Lease, City desires to allow Lessee to use the Property for the foregoing purpose;

NOW, THEREFORE, for and in consideration of the rental payments, covenants, promises, and agreements contained herein, and for other good and valuable consideration, City and Lessee agree as follows:

ARTICLE 1
DEFINITIONS

As used in this Lease, the following words and phrases shall have the following meanings unless the context clearly indicates otherwise:

Airport means the Lancaster Regional Airport, located at 950 Ferris Road, Lancaster, Texas 75146.

FAR means Federal Aviation Regulations.

Hazardous Materials is defined herein as that term is so defined by EPA, TCEQ, NFPA and City ordinances, inclusive.

Initial Rent means ONE THOUSAND SIX HUNDRED AND 40/100 DOLLARS ($1,600.40) per month during the Initial Term.

Leased Premises means an approximately 1,600.4 square foot space located within the Airport Office Building owned by City and located at 730 Ferris Road, Lancaster, Texas, said space being more commonly known as "Suite 102" and generally depicted as set forth in Exhibit "A," attached hereto and incorporated herein by reference.

Option Period Rent means the amount to be paid monthly by Lessee to City during the Option Lease Term, which amount shall be ONE THOUSAND SIX HUNDRED AND 40/100 DOLLARS ($1,600.40).

Rent means, collectively, Initial Rent and Option Period Rent.

ARTICLE 2
PREMISES LEASED

2.1 **Lease Created**: City hereby leases to Lessee, and Lessee hereby leases the Leased Premises from City, in accordance with the terms and conditions of this Lease.

2.2 **Acceptance of Leased Premises Conditions**: By acceptance of this Lease, Lessee warrants and represents that Lessee:

A has carefully and completely examined and inspected the entire Leased Premises and is fully informed of the condition of the Leased Premises; and

B. is completely satisfied as to the suitability of the Leased Premises for all of the activities contemplated by this Lease.

Lessee accepts possession of the Leased Premises as is, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration and by the ordinances of the City of Lancaster.

ARTICLE 3
USE OF LEASED PREMISES

3.1 **Permitted Use:** Subject to the provisions of this Lease, Lessee is granted the right to use and occupy the Leased Premises for office uses related to the operation of an aviation-related business including, but not limited to, FAR Part 141 and 61 flight and ground training, FAR Part 142 simulator school, FAR Part 135 Air Taxi/Charter, aircraft brokerage and sales, aircraft maintenance services, avionics services, aircraft management services, commercial pilot services, and resale of pilot training supplies and such other uses as approved from time to time by the Airport Manager in accordance with this Lease ("the Permitted Use"). Lessee agrees not to engage in any other activity on the Leased Premises other than the Permitted Use and agrees not to use, develop, or occupy the Leased Premises in any manner contrary to the Lancaster Regional Airport Layout Plan or Airport Minimum Standards for any purpose other than that specified in this Lease, without the prior express written consent of City.

3.2 **Ingress and Egress:** Lessee, its employees, customer, guests, patrons, suppliers, vendors, and invitees shall have the right of ingress and egress to and from the Leased Premises. If the rights granted by this provision adversely affect Airport operations, City shall have the right, upon prior notice to Lessee, to restrict and/or limit hours in which such rights may be exercised, provided such restrictions do not unreasonably affect Lessee's ability to access and use the Leased Premises for the Permitted Uses.

3.3 **Quiet Enjoyment**: Upon payment of Rent and any required fees and the performance of the covenants, agreements, and conditions to be observed and performed by Lessee, Lessee shall peacefully and quietly have, hold, and enjoy the Leased Premises and privileges granted for the term of this Lease free from hindrance or interruption by City. Lessee agrees that temporary inconveniences such as noise, disturbances, traffic detours and the like, caused by or associated with the construction of Airport improvements or Airport events, shall not constitute a breach of quiet enjoyment of the Leased Premises, provided same do not materially adversely affect Lessee's ability to access and use the Leased Premises.

ARTICLE 4
TERM

4.1 **Initial Lease Term**: The initial term of this Lease shall be one (1) year commencing on May 1, 2024, and ending on May 1, 2025, ("the Initial Lease Term") unless sooner terminated in accordance with the provisions hereof.

4.2 **Optional Extension of Term by Lessee**: Lessee shall have the right to extend the term of this Lease for a one period beginning May 1, 2025, and ending May 1, 2027, ("the Option Lease Term") upon Lessee delivering written notice to the City to exercise the option, which notice must be delivered to the City not later than February 1, 2025.

4.3. **Right of First Refusal:** If prior to end of the Initial Lease Term or Option Lease Term, as applicable, City receives a solicited or unsolicited proposal from a third-party for the lease of the Leased Premises that City finds desirable and acceptable, City agrees to provide a copy of such proposal to Lessee. Not later than ten (10) days after delivery of such proposal to Lessee, Lessee shall notify City that it will enter into an agreement with the City on substantially the same terms as contained in the third-party proposal ("the Right of First Refusal"). Lessee's failure to enter such agreement within twenty (20) days after notifying City of its desire to enter such agreement shall terminate Lessee's right to enter such agreement as provided in this Section 4.3. Notwithstanding the above provisions, the Right of First Refusal granted in this Section 4.3 shall not be effective if:

A. Lessee is in default of this Lease at the time of receipt of the third-party proposal; or

B. During the term of this Lease, Lessee has been declared by City to be in default of this Lease three or more times and has provided a notice of default to Lessee, notwithstanding that Lessee may have cured said defaults to avoid termination of this Lease; or

C. Lessee has been delinquent on the payment of Rent more than three (3) times during the term of this Lease.

4.4 **Holdover:** In the event Lessee should hold over and remain in possession of the Leased Premises after the expiration of the term of this Lease or termination for any other cause,

such holding over shall not be deemed to operate as a renewal or extension of this Lease and shall create a tenancy-at-will which may be terminated at any time by the Airport Manager or Lessee by providing one (1) day's written notice. The rents, fees, and/or other charges paid during the holding over period shall be equal to 150% of the monthly rents, fees, and/or other charges that were being charged by City at the time the Lease expired or was terminated.

ARTICLE 5
RENT

5.1 **Amount of Rent**: For the use and occupancy of the Leased Premises, Lessee agrees to pay Rent to the City as follows:

A. For the period Initial Lease Term, Lessee will pay the Initial Rent.

B. For the Option Lease Term, Lessee shall pay the Option Period Rent.

5.2 **Payment of Rent:** Rent shall be paid not later than the first (1st) day of each calendar month during the term of this Lease, with the first payment of Initial Rent being due on March 1, 2024, and a payment of Rent being due on the first (1st) day of each month thereafter during the Initial Lease Term and, if applicable, the Option Lease Term.

5.3 **Setoffs:**

A. During the Initial Lease Term and the Optional Lease Term a rent rebate shall be authorized quarterly from the start date of the lease based off fuel purchased from the Airport. Rent rebate shall follow this schedule:

Term	Percent Rebated	Dollars	Minimum gallons
1st Yr	17% Rebate:	$1,921.53	if 2,340g/qtr purchased
	33% Rebate:	$1,551.12	if 4,680g/qtr purchased
2nd Yr	9% Rebate:	$2,106.74	if 2,340g/qtr purchased
	16% Rebate:	$1,944.68	if 4,680g/qtr purchased

After the first two years, payment of Rent shall be absolutely net to City and shall be made without any abatement, deductions, reductions, set offs, or counterclaims of any kind.

5.4 **Late Charges**: A late charge of Ten Percent (10%) shall be automatically added to any installment of Rent not received by City by the close of business of the 10th day of the month in which it is due. The late charge shall become part of the Rent due and owing to City. Only one late charge shall be assessed on each delinquent payment of Rent.

5.5 **Payment Location:** All payments of Rent or other amounts due under this Lease, if any, shall be made to City of Lancaster and sent to the attention of the Finance Department at P.O. Box 940, Lancaster, Texas 75146 or to such other place as City may in writing direct

Lessee from time to time. The failure to make any payment of any amount due under this Lease when due may result in a termination of the Lease as provided in Article 12.

5.6 **Interest on Unpaid Delinquent Amounts:** Any amount of Rent or other fees or charges Lessee is required to pay City pursuant to this Lease and that remains unpaid for more than thirty (30) days after the amount was due shall accrue interest beginning on the 31st day after the payment was due at a rate equal to the lesser of (a) 18% or (b) the greatest amount allowed by law.

ARTICLE VI
LESSEE'S OPERATIONS

6.1 **Conduct**: Lessee shall take all reasonable measures to control the conduct, demeanor and appearance of its employees, agents, and invitees, while in the Leased Premises and ensure their compliance with all applicable federal, state, and local laws, ordinances, and regulations related to Lessee's use of the Leased Premises. Lessee will further conduct itself, and cause its employees, agents and invitees to conduct themselves, with full regard for the rights, convenience and welfare of all other tenants in the Office Building and on the Airport. All employees having contact with the public shall be courteous, clean, appropriately attired, and neat in appearance. Lessee agrees that it shall not permit any loud, abusive or obscene language or offensive acts or conduct on the Leased Premises by its employees. Should any employee or agent of Lessee fail to conduct themselves in accordance with the provisions of this Section 6.1, Lessee shall, upon written notice from City, take immediate corrective action with respect to such employee and otherwise take all reasonable steps necessary to resolve or remove the cause of the complaint.

6.2 **Relation to Others:** Lessee, for itself and its agents, and employees agree to maintain a friendly and cooperative, though competitive, relationship with other companies engaged in similar or like business or with other tenants on Airport property. Lessee shall not engage in open public disputes, disagreements, denigration or conflicts regarding activities at the Airport which would tend to deteriorate the quality of the service of Lessee or its competitors or other tenants or which would be incompatible with the best interest of the public at the Airport.

6.3 **Prohibited Activities:** Lessee shall not:

A. install or operate, or otherwise cause or authorize the installation or operation, of amusement machines, video or audio equipment (other than video or audio equipment related to any security or flight training system installed in the Leased Premises), automated teller machines, or vending machines in or upon the Leased Premises without the written approval of City; or

B. sell or serve, or authorize the sale or service, of alcoholic beverages, on the Leased Premises; or

C. sell, rent, or deliver, or authorize the sale, rental, or delivery, books, magazines or other printed matter, or photographs, films, motion pictures or video

cassettes which depict or describe sexual activities, or contain nudity or humans in a state of nudity, as those terms are defined in Lancaster Code of Ordinances §4.601, as amended; or

D. bring or allow into the Leased Premises any animals;

E. install in or upon the Leased Premises any fixtures, machines, tools, equipment, or other items of personal property; or

F. drill or make any holes in any brick; or

G. commit any waste; or

H. make any material structural alterations or additions to the Leased Premises without the prior written consent of City.

ARTICLE 7.
LESSEE MAINTENANCE OF LEASED PREMISES

7.1 **Installation, Presence and Removal of Personal Property Lease**: Any personal property belonging to Lessee located on the Leased Premises located thereon shall be there at the sole risk of Lessee. City shall have no liability or responsibility for any theft, misappropriation or damage to any personal property belonging to Lessee or any customer of Lessee unless due to the willful misconduct of City. Lessee shall remove all equipment, trade fixtures, and systems owned by Lessee and installed in or upon the Leased Premises not later than five (5) days after termination or expiration of this Lease; provided, however, any such equipment, fixtures, or systems installed by Lessee that cannot be removed without permanently damaging the Leased Premises shall remain and become the sole property of City. Subject to the rights of any party holding a superior security interest in the equipment, fixtures, and systems, if Lessee fails to remove such property from the Leased Premises within five (5) days of termination or expiration of this Lease, then City retains the right to remove or have removed at the expense of Lessee all equipment, fixtures, and systems and Lessee agrees to pay City for such expense within fifteen (15) days after receipt of an invoice from City.

7.2 **Signs**: Lessee may, at its own expense and upon written approval by the Airport Manager (which shall not be unreasonably withheld), install signs in the Office Building at locations to be determined by the Airport Manager indicating the name, location, and hours of operation of Lessee's business in the Leased Premises. Such signs shall be consistent with the size, color, location, copy and manner of display of other signs throughout the Office Building. Lessee agrees to reimburse City for any damage or injury to the Leased Premises resulting from the installation, maintenance or removal of any such signs.

7.3 **Hazardous Materials**: Lessee shall not:

A. cause or allow any Hazardous Material, as defined in applicable federal or state laws or regulations, to be placed, stored, generated, used, released or disposed of, in, on, under, about, or transported from the Leased Premises; or

B. do, or allow to be done, any act, nor store any material, which will in any manner conflict with any term or provision of any policy of insurance insuring the Office Building or its contents.

7.4 Utilities: Lessee shall directly procure and promptly pay for all utilities and utility services including television, internet, and telephone charges relating to the Leased Premises during the Term of this Lease.

7.5 General Maintenance: Lessee shall, at all times and at its expense, keep and maintain the Leased Premises, including all structural and other improvements installed in the Leased Premises, together with all of its fixtures, plate and mirror glass, equipment and personal property therein, in good repair and in a clean and orderly condition and appearance. Lessee shall keep the areas immediately adjacent to the exits and entrances to the Leased Premises clean and orderly and free of obstructions.

7.6 Preventive Maintenance: Lessee shall maintain and repair all interior areas and surfaces of the Leased Premises, including sweeping, washing, servicing, repairing, replacing, cleaning and interior painting that may be required to properly maintain the Leased Premises in a safe, clean, wholesome, sanitary, orderly and attractive condition. Lessee shall establish an adequate preventive maintenance program and the provisions of which shall be subject to periodic review by City, and which shall include, without limitation, the cleaning and repair of all floors, interior walls, ceilings, lighting, decor and equipment. Regardless of Lessee's compliance with its preventive maintenance program, Lessee shall clean such surfaces and equipment immediately upon being instructed to do so by City or by other governmental agencies having such authority.

7.7 Pest Control: Lessee understands and acknowledges that City desires and intends to maintain a pest free environment within the entire Office Building. Lessee shall be solely responsible for a pest free environment within its Leased Premises by maintaining its own pest control services, in accordance with the most modern and effective control procedures applicable to the Permitted Use. All materials used in pest control shall conform to Federal, State, and City laws, regulations and ordinances. All control substances utilized shall be used with all precautions to obviate the possibility of accidents to humans, domestic animals and pets. Whenever City deems that pest control services must be provided to a building or area that includes the Leased Premises, Lessee shall pay for the costs of services provided for the Leased Premises.

7.8 Quality of Work: Lessee covenants and agrees to make all repairs necessary or advisable to keep the Leased Premises from deteriorating in value or condition and to restore and maintain the Leased Premises, with the exception of normal wear and tear and aging consistent with normal office usage and time. City shall have the right and privilege, through its agents and officials, to make inspections of the Leased Premises and thereafter to make recommendations to

Lessee of any repairs that in City's opinion are necessary to be performed by Lessee in the Leased Premises in accordance with the provisions of this Lease. Lessee agrees to complete such recommended repairs not later than the thirtieth (30) day after the date that such recommendations are made. Such repairs shall be made in an expeditious and workmanlike manner. In the event Lessee fails to commence such recommended repairs within the time required, City may, within its sole discretion, make such repairs as it deems necessary for and on behalf of Lessee; and, in such event, the cost of such repairs shall be paid by Lessee not later than ten (10) days following receipt of a written request from City for reimbursement of such repair costs..

7.9 **Refuse Disposal**: Lessee shall immediately clean up all refuse, rubbish, scrap material and debris caused or generated by its use of the Leased Premises, so that the Leased Premises shall at all times present a clean, neat, sanitary and orderly appearance. Lessee shall provide and use covered receptacles of all garbage, trash and other refuse at the Leased Premises provided on the exterior of the Office Building. Lessee shall not use any trash receptacles located on the interior of the Office Building but exterior to the Leased Premises for depositing trash and other refuse. Lessee shall not allow boxes, cartons, barrels, or other items to accumulate in or upon the Leased Premises in an unsightly manner or in a manner that may pose a safety hazard of any kind. In the event City discontinues providing garbage removal services as it is currently providing, Lessee shall ensure the proper storage and removal from the Airport of all garbage, debris and other waste materials, whether solid or liquid, generated by or arising out of the operations and activities occurring on the Leased Premises, whether by Lessee or a third party occupying the Leased Premises. With respect to recyclable products, Lessee agrees to participate in the City's recycling program by depositing all recyclable products in the appropriate recycling container in lieu of the other trash receptacles.

ARTICLE 8.
CITY MAINTENANCE OF AIRPORT

8.1 **City Authority**: While the Airport Manager has the authority to manage the Airport (including the authority to interpret, administer, and enforce agreements and policies and the authority to permit temporary, short-term occupancy/use of Airport property), Lessee understands and acknowledges that the ultimate authority to grant the occupancy/use of Airport land and/or improvements and/or the right to engage in an Aeronautical Activity at the Airport, and to approve, adopt, amend, or supplement any Lease, policy, or practice relating thereto is expressly reserved to City through the City Council.

8.2 **Office Building Maintenance**: City agrees, at City's sole expense, to maintain and repair the structural parts of the Office Building and other improvements exterior to the Leased Premises (including, without limitation, the roof, foundation and bearing and exterior walls, windows, window glass, plate glass, doors, pest control and extermination) and the parking lot, drives, sidewalks and common areas.

8.3 **HVAC and Electricity:** So long as Lessee is not in default of this Lease, City shall furnish the Leased Premises during reasonable and usual business hours the following services at Lessor's sole expense:

A. Heat and air conditioning during the customary periods of the year when and to the same extent City furnishes heat and air-conditioning for other portions of the Office Building' and

B. Electric current consisting of one hundred and ten (110) volt, sixty (60) cycle service for lighting and ordinary business appliances.

8.4 **Airport Development**: City reserves the right, but shall not be obligated to Lessee, to develop and/or improve the landing areas and/or other portions of the Airport as City determines in its sole discretion. City reserves the right to close any portion of the Airport and/or any of the facilities located thereon when it deems that such action is reasonably necessary to maintain, repair, or develop the Airport and/or facilities located thereon and/or for the safety of the general public; provided, however, that except in times of temporary emergency, adverse weather conditions, or public calamity, City shall use its best efforts at all times to keep the Airport open with sufficient access to, and use of, the Leased Premises by Lessee for the Permitted Use. City shall provide advance notice of any closures of the Airport to the extent possible.

8.5 **War, National Emergency, Riot, or Natural Disaster**: During time of war, national emergency, riot or natural disaster, City shall have the right to lease the Airport or any part thereof to the United States or the State of Texas for government or military use. In this case, any provisions of this Lease which are inconsistent with the provisions of any lease with a government entity shall be suspended for the term of the lease with the government entity.

8.6 **Access to the Leased Premises**: City and/or its representatives shall have the right to enter the Leased Premises at all times and for any purpose necessary, incidental to, or connected with the performance of Lessee and/or City's obligations under this Lease. City shall provide three (3) hours advance written notice (which shall include email transmission) prior to entering any non-public area except when City determines that emergency circumstances due to safety concerns require immediate entry without prior notice. Nothing herein shall be construed as restricting City and or its employees or agents from entering any part of the Leased Premises for purposes of carrying out any inspection related to the enforcement of City's ordinances and regulations.

8.7 **Performance of Acts**: All acts performable under this Lease by City or City Council may, at the option of City and without right of objection by Lessee, be performed by a representative or delegate of City.

8.8 **Exercising Rights**: No exercise of any rights reserved by City herein shall be deemed or construed as an eviction of Lessee nor shall such exercise be grounds for any abatement of rents, fees or charges nor serve as the basis for any claim or demand for damages of any nature whatsoever, unless such exercise materially interferes with the rights granted Lessee in this Lease.

8.9 **Rights in Addition to Others:** The rights and reservations set forth in Sections 8.1 though 8.8, inclusive, are in addition to all other rights and privileges reserved by City including those outlined under Federal and/or State Sponsor Assurances.

ARTICLE 9.
ADDITIONAL LESSEE OBLIGATIONS

9.1 **Taxes, Assessments, and Fees**: Lessee shall pay and discharge all taxes, assessments or other fees whether general or special, ordinary or extraordinary, charged by any government or quasi-governmental entity relating directly to the Leased Premises and/or the Permitted Use conducted at the Airport including leasehold (or possessory interest tax), personal property, income, excise, or any other business tax, assessment, or fee, as applicable. The foregoing notwithstanding, Lessee shall have the right, before delinquency occurs, of protesting, contesting, objecting to or opposing the legality or amount of any such tax, assessment or fee which Lessee deems, in good faith, are illegal or excessive; and in the event of such contest, Lessee may, to the extent provided by law, defer the payment of any such tax, assessment or fee. However, Lessee shall deposit with City that amount of any taxes that are not the subject of any contest and which are not in dispute to be held by City, in trust, until the conclusion of any tax contest and payment of any final determination.

9.2 **Costs, Expresses, and Other Charges**: Lessee shall pay all required costs, expenses and other charges or obligations of every kind and nature whatsoever relating to the Leased Premises and/or the Permitted Use, which may arise or become due during the term of this Lease.

9.3 **Non-Discrimination**: Lessee, in the conduct of its authorized use of the Leased Premises and/or on the Airport, shall furnish service on a fair, equal and just basis to all users thereof and shall charge fair and reasonable prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchases, or classes of purchasers. Lessee further agrees as follows:

A. Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) no person on the grounds of race, color, gender or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and

(3) Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in

Federally Assisted Programs of the Department of Transportation and as said regulations may be amended. In the event of breach of any of the preceding nondiscrimination covenants, Lessee agrees that City has the right to take such action against Lessee as the Federal government may direct to enforce this covenant, including termination of this Lease.

B. In accordance with these requirements, Lessee shall not discriminate in any manner against any employee or applicant for employment because of political or religious opinion or affiliation, sex, race, creed, color or national origin and further, Lessee shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

9.4 **Insurance:** Prior to the Effective Date of this Lease, without limiting any of the other obligations or liabilities of Lessee during the term of this Lease, Lessee shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to City. Certificates of each policy shall be delivered to City before any Effective Date of this Lease, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without thirty (30) days advance written notice being given to City, except when the policy is being canceled for nonpayment of premium, in which case ten (10) days advance written notice is required. Prior to the effective date of cancellation, Lessee must deliver to City a replacement certificate of insurance or proof of reinstatement.

A. The types and minimum amounts of coverage shall be as follows:

(1). Commercial General Liability Insurance, including independent contractor's liability and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of this Lease, fully insuring Lessee's liability for injury to or death of City's employees and any third parties, extended to include personal injury liability coverage, with damage to property of third parties, with minimum limits as set forth below:

General Aggregate	$1,000,000
Products-Components Operations Aggregate	$1,000,000
Each Occurrence	$1,000,000
Medical Expense (any one person)	$5,000

(2). Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of $500,000 per occurrence; or separate limits of $250,000 for bodily injury (per person), $500,000 bodily injury (per

accident), and $100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

(3). Workers Compensation – Statutory

(4) If owning or operating aircraft on the Airport, Aircraft Liability Insurance with coverage for bodily injury and property damage, including passengers, with a combined single limit of not less than $1,000,000.

B. Each insurance policy to be furnished by Lessee shall include the following conditions by endorsement to the policy:

(1) Name the City as an additional insured as to all applicable coverage (except Workers Compensation);

(2) The term "City" shall include all authorities, boards, commissions, divisions, departments and offices of City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of City;

(3) The policy phrase "other insurance" shall not apply to City where City is an additional insured on the policy; and

(4) All provisions of this Lease concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Insurance furnished by Lessee shall be in accordance with the following requirements:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Lessee. City's decision thereon shall be final;

2. All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

D. Lessee hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the intention that the insurance policies shall protect all parties to the Lease and be primary coverage for all losses covered by the policies.

E. Companies issuing the insurance policies and Lessee shall have no recourse against City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of Lessee.

F. Approval, disapproval or failure to act by Lessee regarding any insurance supplied by Lessee shall not relieve Lessee of full responsibility or liability for damages and accidents as set forth in this Lease. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Lessee from liability.

G. No special payments shall be made for any insurance that Lessee is required to carry; all are included in the agreement price and the agreement unit prices.

H. Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

ARTICLE 10.
INDEMNIFICATION

LESSEE AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND COMPLETELY HOLD HARMLESS CITY AND ITS CITY COUNCIL (INDIVIDUALLY AND COLLECTIVELY), REPRESENTATIVES, OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS (HEREINAFTER REFERRED TO COLLECTIVELY IN THIS ARTICLE AS "CITY") FROM ANY AND ALL LIENS, CLAIMS, CHARGES, ENCUMBRANCES, DEMANDS, DAMAGES, FINES, OBLIGATIONS, SUITS, JUDGMENTS, PENALTIES, CAUSES OF ACTION, LOSSES, LIABILITIES, ADMINISTRATIVE PROCEEDINGS, ARBITRATION, OR COSTS OF ANY NATURE WHATSOEVER INCLUDING REASONABLE ATTORNEY'S FEES, AT ANY TIME RECEIVED, INCURRED, OR ACCRUED BY CITY RELATING TO THIS LEASE OR ARISING FROM DAMAGE OR INJURY OF ANY NATURE WHATSOEVER WHICH MAY RESULT FROM LESSEE'S POSSESSION, USE, OCCUPANCY, MANAGEMENT, MAINTENANCE, OR CONTROL OF THE LEASED PREMISES AND/OR THE CONDUCT OF LESSEE'S ACTIVITIES AT THE AIRPORT OR ARISING OUT OF LESSEE'S ACTIONS OR INACTIONS, REGARDLESS OF ANY SOLE OR CONCURRENT NEGLIGENCE OF THE CITY.

ARTICLE 11.
DEFAULTS AND REMEDIES

11.1 **Lessee Default:** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee.

A. The filing by Lessee of a voluntary petition in bankruptcy;

B. The assignment of all or substantially all of Lessee's assets for the benefit of Lessee's creditors;

C. A court making or entering any decree or order:

(1) adjudging Lessee to be bankrupt or insolvent;

(2) approving as properly filed a petition seeking reorganization of Lessee or an arrangement under the bankruptcy laws or any other applicable debtor's relief law or statute of the United States or any state thereof;

(3) appointing a receiver, trustee or assignee of Lessee in bankruptcy or insolvency or for its property; and

(4) directing the winding up or liquidation of Lessee and such decree or order shall continue for a period of (60) days.

D. The filing of any non-consensual lien against the Leased Premises resulting from any act or omission of Lessee which is not discharged or contested in good faith as determined by City by proper legal proceedings within sixty (60) days of receipt of actual notice by Lessee, unless Lessee posts a bond within this time period equal to the amount of the lien;

E. The voluntary abandonment by Lessee of the Leased Premises or its failure to maintain an on-going business at the Leased Premises for a period of thirty (30) days or more, coupled with the failure to pay Rent as provided in Article 5;

F. The transfer of Lessee's interest in a manner not authorized herein or by other operation of law;

G. Lessee becomes in arrears in the payment of the whole or any part of the amount(s) agreed upon herein for a period of thirty (30) days after the time such payments become due;

H. Intentional falsification by Lessee of any record which results in the deprivation of any Rent, fee or other charge from the City granted under this Lease;

I. The failure by Lessee to perform any of the covenants, conditions or obligations imposed on it by this Lease or any other Lease with City where the failure continues for a period of twenty (20) days after written notice from City; and

J. The transfer or assignment or attempted transfer or assignment of this Lease by Lessee, without securing prior written approval of City. It shall be understood for the purpose of this provision that negotiations by Lessee for the assignment or transfer of this Lease shall not be construed as "attempted transfer."

11.2 **<u>Failure to Cure Default</u>**: In the event of any default by Lessee that is not cured within twenty (20) days (five (5) days, if the default relates to the non-payment of Rent) of receiving notice from City, City may, in addition to any other remedies available to City, terminate this Lease. If the default concerns a failure to make payments to City; however, no

written or other notice of default shall be required. If this Lease is terminated, any payments made to City shall be forfeited to City and Lessee shall have no rights to recover the payments. This forfeiture shall not diminish nor limit City's right to recover such damages as may result from the default by Lessee.

11.3 **Force Majeure**: Notwithstanding the foregoing, no failure of either party to perform or delay in performance which is caused by any war, civil disorder or other national emergency or which is due to an intervening act of God shall be deemed an event of default.

11.4 **Additional Remedies:** In addition to the termination and forfeiture rights described in the preceding paragraphs, City shall have the following rights and remedies upon default by Lessee:

A. The recovery of any unpaid Rent, fees and other payments due and owing at the time of termination, plus any unpaid Rent and fees that would have been earned and other payments that would have been made in the Lease had not been breached by Lessee.

B. The recovery of any damages, costs, fees and expenses incurred by City as a result of the breach of the Lease by Lessee, including reasonable attorneys' fees and expenses.

C. The removal of all persons from the Leased Premises and the removal and storage at Lessee's expense of all of Lessee's property on the Leased Premises, in accordance with the law.

D. Any other right or remedy, legal or equitable, including specific performance, that City is entitled to under applicable law, whether stated in this Lease or not.

11.5 **Lessee Continuing Obligations**: No termination of this Lease following an uncured default shall relieve Lessee of the obligation to deliver and perform on all outstanding obligations and requirements prior to the effective date of the termination and Lessee's liabilities under this Lease shall continue.

11.6 **Re-entry on Termination**: In the event of any such termination as above enumerated, City shall have the right at once and without further notice to Lessee to enter and take full possession of the Leased Premises occupied by Lessee under this Lease in accordance with the law. Upon the termination of this Lease for any reason, Lessee shall yield up the Leased Premises, including any facilities, fixtures and equipment, and the City Equipment, to City in the same condition as when received, reasonable and ordinary wear and tear excepted.

11.7 **Cost of Re-Entry:** Upon termination of this Lease, Lessee covenants and agrees to pay and discharge all reasonable costs, attorney's fees and expenses that may be incurred by City in enforcing the covenants, conditions and agreements of this Lease, re-entering and/or

repossessing the Leased Premises, restoring the Leased Premises to the condition by this Lease, and protecting the Leased Premises.

ARTICLE 12.
TERMINATION

This Lease shall terminate upon any of the following events:

A. Mutual written agreement of the parties;

B. Upon the end of the Lease Term, including any extensions thereof by exercise of the Option Lease Term, as set forth in Article 4, above;

C. Lessee providing written notice to City not later than thirty (30) days prior to the date of termination; provided, however, Lessee's termination of this Lease pursuant to this Article 12 shall not relieve Lessee of any obligations to pay Rent or other fees to City that accrued prior to the date of termination, which obligations shall survive the termination of this Lease; and

D. Upon Lessee's failure to cure any default of this Lease following the notice provided in this Lease, including, but not limited to, any one or more of the events described in Article 11, above.

ARTICLE 13.
NO WAIVER

No failure on the part of either party to enforce any of the terms and/or conditions set forth in this Lease shall be construed as or deemed to be a waiver of the right to enforce such terms and/or conditions. The acceptance by City of any Rent, fee or other payment shall not be construed as or deemed to be a waiver by City of any breach by Lessee of any covenant, condition or obligation.

ARTICLE 14.
DAMAGE TO LEASED PREMISES

If at any time during the Term of this Lease any part of the Leased Premises is damaged or destroyed, City shall be under no obligation to rebuild or repair the damaged or destroyed portion of the Leased Premises. This Lease shall terminate and Lessee shall be obligated to pay Rent only through the date the event causing the damage occurred if the damage is to such extent that Lessee is unable to use the Leased Premises for the Permitted Use and City elects to not make such repairs.

ARTICLE 15.
MISCELLANEOUS

15.1 **Assignment**: No portion of this Lease may be assigned without the prior express written consent of City. In the event this Lease is assigned, Lessee shall remain liable to City for the remainder of the term of the Lease to pay to City any portion of rents, fees, and/or other charges not paid by the assignee when due. The assignee shall not assign the Lease without the prior express written consent of City and any assignment by Lessee shall contain a provision to this effect. Further, any assignee of Lessee shall be bound by the terms and conditions of this Lease. Any assignment without City's prior express written consent shall be null and void and, at City's election, shall constitute a default.

15.2 **No Subleasing:** Lessee shall not sublease the Leased Premises (or any part of the Leased Premises) or subcontract any operation or service it performs or is permitted to perform, without the prior express written consent of the City, which consent may be withheld at the sole discretion of City. A sublease made contrary to the requirements of this section shall be null and void. Unless otherwise stated in a written consent, a sublease is subject to all of the terms and conditions of the Lease. In addition, the Lessee shall at all times assume total responsibility for the acts and omissions of a sublessee and/or subcontractor.

15.3 **Encumbrances**: Lessee shall have no authority, express or implied, to create any lien, charge or encumbrance upon the Leased Premises or its leasehold interest created by this Lease. Lessee shall further not allow the Leased Premises to be or become subject to any non-consensual lien (including mechanic's liens), charge or encumbrance whatsoever. Lessee acknowledges and understands that the Leased Premises are owned by City, a Texas governmental entity, and as such, as a matter of law, no lien may attach to the Leased Premises and is void.

15.4 **Landlord's Lien:** Lessee hereby grants a lien to City upon all personal property owned by Lessee in or on the Leased Premises as a possessory pledge to secure the timely performance by Lessee of all its obligations hereunder. In the event of default of this Lease by Lessee, City is authorized to seize and hold all of the personal property belonging to Lessee on the Leased Premises to secure such performance, to sell same at public or private sale and to apply the proceeds thereof first to pay the expenses of the sale, and to pay all amounts due to City hereunder, holding the balance remaining subject to Lessee's order. A copy of this Lease shall be the only warrant required.

15.5 **Non Partnership or Joint Venture:** Nothing in this Lease is intended to nor shall be construed as in any way creating or establishing the relationship of partners between City and Lessee or as constituting either party as the agent, representative, or employee of the other party for any purpose or in any manner whatsoever, or of creating any joint enterprise of the parties.

15.6 **Binding Effect:** This Lease shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the parties hereto.

15.7 **Subordination:** This Lease is subject and subordinate to the provisions of any existing or future agreements between the City and the United States or the State of Texas relating to the operation, management, maintenance, planning, and/or development of the Airport

the terms and execution of which have been (or may be) required as a condition precedent to receiving federal and/or state funds for the development of the Airport and Lessee further agrees to conduct its operations under this Lease in accordance with and be subject to all obligations (including grant assurances), existing and future, of City to any regulatory authority. Should this Lease contain provisions in conflict therewith, the latter shall control, and the terms of this Lease shall be modified accordingly.

15.8 Governing Law; Venue: This Lease shall be deemed to have been made and shall be construed in accordance with the laws of the State of Texas. Venue shall be in Dallas County, Texas.

15.9 Headings: All section, paragraph, and subparagraph headings contained in this Lease are for the convenience in reference only, and are not intended to define or limit the scope of this Lease or any provision therein.

15.10 Severability: In the event that any provision in this Lease is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Lease, provided that the invalidity of any such provision does not materially prejudice either City or Lessee in their respective rights and obligations contained in the valid provisions of this Lease.

15.11 Counterparts: This Lease has been executed in several counterparts, each of which shall be deemed an original.

15.12 Amendments: Any modification, alteration, or amendment to the Lease shall be made in writing, agreed to, and approved by both parties.

15.13 Notices: Whenever any notices required by this Lease are to be made, given or transmitted to the parties, such notice shall be hand delivered or sent by certified mail, postage prepaid, and addressed to:

If to City:

City Manager
LANCASTER REGIONAL AIRPORT
P.O. Box 940
Lancaster, Texas 75146

If to Lessee:

Zach Albess
508 West Lookout Drive
Richardson, TX 75080

With Copy to:

David T. Ritter
BROWN & HOFMEISTER, L.L.P.
740 East Campbell Road, Suite 800
Richardson, Texas 75081

With Copy to:

The parties may, from time to time, designate to each other in writing a different address or different entity or entities to which all such notices, communications, or payments shall be given or made.

15.14 <u>Entire Agreement:</u> This Lease contains and embodies the entire agreement between the parties and supersedes and replaces any and all prior agreements, understandings and promises on the same subject, whether written or oral.

(Signatures on Following Page)

CITY/LESSOR:

SIGNED AND AGREED this 1st day of May, 2024.

CITY OF LANCASTER, TEXAS

By: _____
Opal Mauldin-Jones, City Manager

ATTEST:

_____
Sorangel O. Arenas, City Secretary

LESSEE:

SIGNED AND AGREED this 1st day of May, 2024.

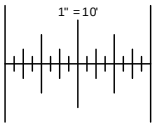
ZACH ALBESS

By: _____
Zach Albess, Owner and Operator

EXHIBIT "A"
DEPICTION OF LEASED PREMISES

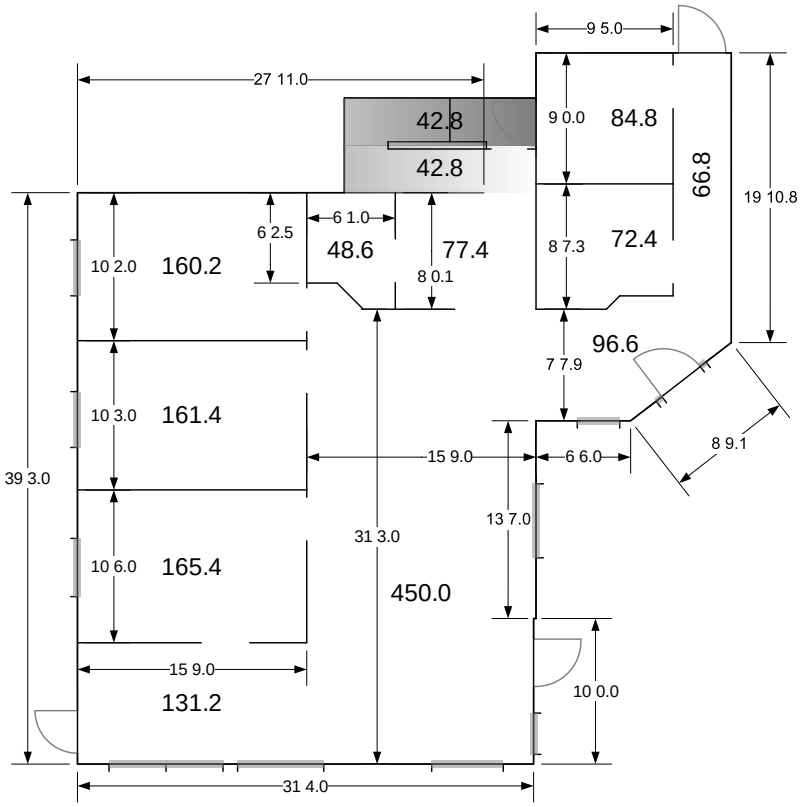
Office Building
730 Ferris Road

Measurements are in square feet and feet/ inches.



Total Square Footage

1st Floor = 1,600.4



CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **3.**

Meeting Date: 04/22/2024

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

Goal(s): Healthy, Safe & Engaged Community

Submitted by: Dori Lee, Assistant City Manager/Civil Service Director

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Agenda Caption:

Consider a resolution approving the terms and conditions of an Interlocal Agreement to provide a Best Southwest Hispanic Heritage Festival for the citizens of Cedar Hill, DeSoto, Duncanville and Lancaster.

Background:

The Best Southwest Cities of Cedar Hill, DeSoto, Duncanville and Lancaster have a well established partnership spanning more than 35 years. Shared services, programs and special events such as a Tri-City Jail, regional fire training and the Best Southwest Juneteenth to name a few. We are seeking to further expand the relationship to enhance services to our community.

Annually each city hosts a Hispanic Heritage Festival and to provide for a broader celebration we are proposing to join in a regional celebration. The host city will plan the event and may incur additional costs associated with the event. Contingent on approval of the City Council, each non-host city will contribute ten thousand dollars ($10,000) as we currently do for Juneteenth. The Cities of Cedar Hill, DeSoto and Duncanville have approved the agreement.

The purpose of the Interlocal Agreement is to improve planning and delegation of each city's responsibilities for the Hispanic Heritage Festival. The parties agree to continue rotating the responsibility of serving as the host city for the event and to share in the cost and responsibilities. Non-host cities will provide public safety assistance with the goal of providing a fair distribution of resources for each city.

The host city rotates annually with the initial rotation being DeSoto 2024, Duncanville 2025; Cedar Hill 2026 and Lancaster 2027.

Legal Considerations:

The resolution has been reviewed and approved by the City Attorney, 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.

Fiscal Impact:

Each city will contribute ten thousand dollars ($10,000) annually and additional costs may be incurred by the host city.

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

Hispanic Heritage Festival ILA

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF DESOTO, TEXAS ("DESOTO"), AND THE CITY OF LANCASTER, TEXAS, THE CITY OF CEDAR HILL, TEXAS AND THE CITY OF DUNCANVILLE, TEXAS (EACH A "PARTY" AND COLLECTIVELY THE "PARTIES"), ACTING BY AND THROUGH THEIR AUTHORIZED REPRESENTATIVES; ESTABLISHING THE ROLES AND RESPONSIBILITIES FOR EACH PARTY FOR THE 2024, 2025, 2026, AND 2027 BEST SOUTHWEST HISPANIC HERTIAGE FESTIVAL AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parties will partner together to provide a Hispanic Heritage Celebration (the “Event”) for the citizens of DeSoto, Lancaster, Cedar Hill, and Duncanville, and have found that through such partnership the citizens are afforded an event that provides quality entertainment and activities; and

WHEREAS, WHEREAS, this Agreement is made pursuant to and under the authority of the Interlocal Cooperation Act of 1971, as amended, and codified in Chapter 792 of the Texas Government Code (the "Act"); and

WHEREAS, WHEREAS, the Parties are local governments as defined in §791 .003 of the Act, and each are empowered by §791.011 of the Act to contract with each other to provide governmental functions and services such as community celebrations; and

WHEREAS, WHEREAS, the Parties desire to enter into this Interlocal Cooperation Agreement (the "Agreement") for the purposes of planning and delegating each Party's responsibilities for the Event for the years 2024, 2025, 2026, and 2027; and

WHEREAS, WHEREAS, it is mutually advantageous for the Parties to enter into this Agreement; and

WHEREAS, WHEREAS, the Parties shall make the payments required under this Agreement from current available funds;

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

In consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. The purpose of this Agreement is to plan and delegate each Party's responsibilities for the Event for the years 2024, 2025, 2026, and 2027. The Parties agree to rotate the responsibility of serving as the Host City for the Event and to share in the cost and responsibilities.

SECTION 2. The Term of this Agreement shall commence on the last date of execution hereof (the "Effective Date") and shall continue for three (3) years through September 30, 2027, unless sooner terminated as provided herein. Thereafter, the Agreement will renew automatically for a period of one (I) year (the "Renewal Term").

SECTION 3. A Party may terminate the Agreement without cause by giving written notice to the other Parties no later than 180 days prior to September 21st. If the Party seeking to terminate the Agreement is scheduled to serve as the Host City during the current or Renewal Term, then the notice of termination must be provided to the other Parties no later than November 30th prior to their scheduled obligation to serve as Host City.

SECTION 4. The responsibility for serving as Host City shall rotate among the Parties with the initial rotation being Desoto in 2024; Duncanville in 2025; Cedar Hill in 2026; and Lancaster in 2027. The Host City's responsibilities will continue in this order for the subsequent Renewal Term.

SECTION 5. The Host City in any given year of the Term of this Agreement shall have the following responsibilities: a. Secure a location for the Event; b. Secure staff and providing equipment for entertainment; c. Secure vendors, entertainment, and activities; d. Provide an operations plan to the other parties no later than two weeks prior to the scheduled event; e. Provide VIP passes, food, parking, and seating for up to ninety-four (94) representatives of the Parties in the following order of priority: Elected Officials, Park Commission or Board members, City Management, and Parks & Recreation Staff; f. Shall provide for liability insurance for the event and site location, and; g. Provide security to ensure that VIP areas and services are reserved for identified guests.

SECTION 6. Parties not serving as the Host City in any given year of the Term of this Agreement shall have the following responsibilities: a. Provide assistance with public safety concerns by providing an adequate number of police officers or other security resources for the Event. This shall be determined by the Parties prior to the event with the goal of equitable distribution of responsibilities among the Parties. Each Party shall be responsible for the costs in providing security staff for the event; and b. Provide the Host City a financial contribution in the amount of Ten Thousand Dollars ($10,000) to the Host City by July 31st.

SECTION 7. The Parties agree that the Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments only from current revenues legally available to the paying Party.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of April, 2024.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

STATE OF TEXAS §
§ **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF DALLAS §

This Interlocal Cooperation Agreement ("Agreement") is made by and between the City of DeSoto, Texas ("Desoto"), and the City of Lancaster, Texas, City of Cedar Hill, Texas, and the City of Duncanville, Texas, (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the Parties will partner together to provide a Hispanic Heritage Celebration (the "Event") for the citizens of DeSoto, Lancaster, Cedar Hill, and Duncanville, and have found that through such partnership the citizens are afforded an event that provides quality entertainment and activities; and

WHEREAS, this Agreement is made pursuant to and under the authority of the Interlocal Cooperation Act of 1971, as amended, and codified in Chapter 792 of the Texas Government Code (the "Act"); and

WHEREAS, the Parties are local governments as defined in §791.003 of the Act, and each are empowered by §791.011 of the Act to contract with each other to provide governmental functions and services such as community celebrations; and

WHEREAS, the Parties desire to enter into this Interlocal Cooperation Agreement (the "Agreement") for the purposes of planning and delegating each Party's responsibilities for the Event for the years 2024, 2025, 2026, and 2027; and

WHEREAS, it is mutually advantageous for the Parties to enter into this Agreement; and

WHEREAS, the Parties shall make the payments required under this Agreement from current available funds;

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Article I
Purpose

The purpose of this Agreement is to plan and delegate each Party's responsibilities for the Event for the years 2024, 2025, 2026, and 2027. The Parties agree to rotate the responsibility of serving as the Host City for the Event and to share in the cost and responsibilities.

Article II
Term

The Term of this Agreement shall commence on the last date of execution hereof (the "Effective Date") and shall continue for three (3) years through September 30, 2027, unless sooner terminated as provided herein. Thereafter, the Agreement will renew automatically for a period of one (1) year (the "Renewal Term").

Article III
Termination

A Party may terminate the Agreement without cause by giving written notice to the other Parties no later than 180 days prior to September 21st. If the Party seeking to terminate the Agreement is scheduled to serve as the Host City during the current or Renewal Term, then the notice of termination must be provided to the other Parties no later than November 30th prior to their scheduled obligation to serve as Host City.

Article IV
Host City Rotation

The responsibility for serving as Host City shall rotate among the Parties with the initial rotation being **Desoto** in **2024**; **Duncanville** in **2025**; **Cedar Hill** in **2026**; and **Lancaster** in **2027.** The Host City's responsibilities will continue in this order for the subsequent Renewal Term.

Article V
Host City Responsibilities

The Host City in any given year of the Term of this Agreement shall have the following responsibilities:

a. Secure a location for the Event;

b. Secure staff and providing equipment for entertainment;

c. Secure vendors, entertainment, and activities;

d. Provide an operations plan to the other parties no later than two weeks prior to the scheduled event;

e. Provide VIP passes, food, parking, and seating for up to ninety-four (94) representatives of the Parties in the following order of priority: Elected Officials, Park Commission or Board members, City Management, and Parks & Recreation Staff;

f. Shall provide for liability insurance for the event and site location, and,

g. Provide security to ensure that VIP areas and services are reserved for identified guests.

Article VI
Non-Host City Responsibilities

Parties not serving as the Host City in any given year of the Term of this Agreement shall have the following responsibilities:

a. Provide assistance with public safety concerns by providing an adequate number of police officers or other security resources for the Event. This shall be determined by the Parties prior to the event with the goal of equitable distribution of responsibilities among the Parties. Each Party shall be responsible for the costs in providing security staff for the event; and

b. Provide the Host City a financial contribution in the amount of Ten Thousand Dollars ($10,000) to the Host City by July 31st.

Article VII
Availability of Revenue

The Parties agree that the Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments only from current revenues legally available to the paying Party.

Article VIII
Miscellaneous

8.1 Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement.

8.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.3 Assignment. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party.

8.4 Relationship of Parties. It is not the intent of the Parties to create, nor shall this Agreement be construed as creating, a partnership, association, joint venture or trust. No Party shall be under the control of, or shall be deemed to control, the other Party. Each Party shall be individually responsible for its own covenants, obligations and liabilities.

8.5 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of the obligations under this Agreement but only during such period of Force Majeure.

8.6 Governing Law. The validity of this Agreement and any of its terms and 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 the State District Court of Dallas County, Texas.

8.7 Amendment. This Agreement may be amended only by a mutual written agreement signed by both Parties hereto.

8.8 Notice. Any notice herein required or permitted to be delivered shall be deemed received when sent in the United States Mail, postage prepaid, certified mail, return receipt requested, or by hand delivery or facsimile transmission at the address set forth below:

If Intended for DeSoto:
City of DeSoto, Texas
Attn: Isom Cameron,
Interim City Manager
211 East Pleasant Run Road, Suite A
DeSoto, Texas 75115
Phone: (972) 274-2489

With Copy to:
Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager Smith, L.L.P.
500 North Akard
1800 Ross Tower
Dallas, Texas 75201
Phone: (214) 965-9900

If Intended for Lancaster:
City of Lancaster
Attn: Opal Mauldin-Jones
City Manager
211 North Henry Street
Lancaster, Texas 75146
Phone: (972) 218-1300

With Copy to:
David T. Ritter
Brown & Hofmeister, L.L.P.
740 East Campbell Road, Suite 800
Richardson, Texas 75081
Phone: (214) 747-6100

If Intended for Cedar Hill:
City of Cedar Hill, Texas
Attn: Greg Porter, City Manager
285 Uptown Boulevard
Cedar Hill, Texas 75104
Phone: (972) 291-5100

With Copy to:
Ron G. MacFarlane, Jr.
The MacFarlane Firm
400 East Royal Lane, Suite 290
Irving, Texas 75039
Phone: (214) 232-5158

If Intended for Duncanville:
City of Duncanville, Texas
Attn: Douglas Finch,
City Manager
203 East Wheatland Road
Duncanville, Texas 75116
Phone: (972) 780-5000

With Copy to:
Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard
1800 Ross Tower
Dallas, Texas 75201
Phone: (214) 965-9900

8.9 Severability. 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

8.10 Recitals. Recitals to this Agreement are incorporated herein.

8.11 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.

8.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

8.13 Immunity. This event is for a legitimate governmental purpose to promote the public good and serve to support community and regional racial diversity; and, nothing contained herein shall be construed to waive governmental immunity from suit, claim or liability.

EXECUTED this ____ day of _____, 2024.

City of DeSoto, Texas

By: _____
Isom Cameron, Interim City Manager

APPROVED AS TO FORM:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(04-04-2023-TM 134383)

EXECUTED this ____ day of _____, 2024.

City of Lancaster, Texas

By: _____
Opal Mauldin-Jones, City Manager

APPROVED AS TO FORM:

By: _____
David T. Ritter, City Attorney

EXECUTED this ____ day of _____, 2024.

City of Cedar Hill, Texas

By: _____
Stephen Mason, City Mayor

APPROVED AS TO FORM:

By: _____
Ron G. MacFarlane, Jr., City Attorney

EXECUTED this ____ day of _____, 2024.

City of Duncanville, Texas

By: _____
Douglas Finch, City Manager

APPROVED AS TO FORM:

By: _____
Robert E. Hager, City Attorney

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **4.**

Meeting Date: 04/22/2024

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

Goal(s): Financially Sound Government
Sound Infrastructure
Professional and Committed City Workforce

Submitted by: Jermaine Sapp, Director of Equipment & Facility Services

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Agenda Caption:

Consider a resolution authorizing the purchase of six (6) 2024 Chevrolet Tahoes from Freedom Chevrolet through an Interlocal Agreement with the City of Dallas, Texas, in an amount not to exceed three hundred seven thousand eight hundred dollars ($307,800.00).

Background:

At the April 15, 2024, Regular Work Session, City Council received a presentation regarding the FY 2022-2023 Equipment Replacement Plan. This is a request to purchase six (6) 2024 Chevrolet Tahoes for use in the following divisions: Police department and Marshal.

Operational Considerations:

Approval of this purchase will improve efficiencies and operations in the Police department and Marshal division. This purchase will further our compliance with the Texas Clean Fleet Act.

Legal Considerations:

Texas law authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process. The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and Section 271.101 of the Texas Local Government Code.

An interlocal agreement allows staff to utilize other agencies' formal bid contracts. Each entity's formal bid process must meet the requirements set forth in the statutes, including advertising, M/WBE participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirements. All legal requirements are verified by the Purchasing Agent prior to recommendation or use of a contract. Utilization of interlocal agreements save time associated with issuing bids or in obtaining quotes. Savings are achieved through aggregate volumes either through joint bidding opportunities or by addressing the cooperative language within the specifications to the vendors. The City of Lancaster maintains an interlocal agreement with the City of Dallas.

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

Public Information Considerations:

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

Fiscal Impact:

This purchase is funded through the Equipment Replacement Fund and expenditures will not exceed three hundred seven thousand eight hundred dollars ($307,800.00)..

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, AUTHORIZING THE PURCHASE OF SIX (6) 2024 CHEVROLET TAHOES FROM FREEDOM CHEVROLET THROUGH AN INTERLOCAL AGREEMENT WITH THE CITY OF DALLAS, TEXAS IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SEVEN THOUSAND EIGHT HUNDRED DOLLARS ($307,800.00); PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Lancaster, Texas, desires to authorize the purchase of six (6) 2024 Chevrolet Tahoes through an interlocal agreement with the City of Dallas, Texas; and

WHEREAS, The City of Lancaster maintains an executed Interlocal Agreement with the City of Dallas, Texas, authorizing this purchase. Texas Local Government Code chapter 791 authorizes cooperative agreements of this type to help save time in developing specifications and duplication during the bid process.

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

SECTION 1. The City Council hereby authorizes, approves and accepts the purchase of six (6) 2024 Chevrolet Tahoes through an interlocal agreement with the City of Dallas, Texas from Freedom Chevrolet in a total amount not to exceed three hundred seven thousand eight hundred dollars ($307,800.00), as set forth in Exhibit "A" .

SECTION 2. The City Manager of the City of Lancaster, Texas (or her designee) is hereby authorized to issue appropriate purchase orders in conformity herewith.

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

SECTION 4. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. This Resolution shall become effective immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of April, 2024.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

FREEDOM CHEVROLET
8008 MARVIN D LOVE FWY
DALLAS, TEXAS 75237
972-707-9474 fax 214-350-0085

INVOICE

Customer

Name: City of Lancaster
Address:
City: State TX ZIP:
Phone:

Date: 3/27/2024
Order No.: COL24
Rep: BDS
FOB: Inc

Qty	Description	Unit Price	TOTAL
6	2024 PPV Tahoe, black, video mirror, remote start and extra FOBs driver side spotlight	$ 51,300.00	$307,800.00
	PLEASE MAIL PAYMENT TO: Freedom Chevrolet 8008 Marvin D. Love Fwy Dallas, Tx. 75237		
	TERMS: NET 30		

Subtotal	$307,800.00
Shipping & Handling	$0.00
Taxes State	
TOTAL	$307,800.00

Payment Details

- ○ Cash
- ◉ Check
- ○ Credit Card

Name:
CC #:
Expires:

Office Use Only

PLEASE REMIT PAYMENT TO FREEDOM CHEVROLET

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **5.**

Meeting Date: 04/22/2024

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

Goal(s): Financially Sound Government
Sound Infrastructure
Professional and Committed City Workforce

Submitted by: Jermaine Sapp, Director of Equipment & Facility Services

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Agenda Caption:

Consider a resolution authorizing the outfitting six (6) 2024 Chevrolet Tahoes from Priority Public Safety through an Interlocal Agreement with the City of Dallas, Texas, in an amount not to exceed two hundred twenty-one thousand six hundred forty-eight dollars and twenty-two cents ($221,648.22).

Background:

At the April 15, 2024, Regular Work Session, City Council received a presentation regarding the FY 2022-2023 Equipment Replacement Plan. This is a request to outfit six (6) 2024 Chevrolet Tahoes for use in the following divisions: Police department and Marshal.

Operational Considerations:

Approval of this purchase will improve efficiencies and operations in the Police department and Marshal division. This purchase will further our compliance with the Texas Clean Fleet Act.

Legal Considerations:

Texas law authorizes cooperative agreements to help save time in developing specifications and duplication during the bid process. The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and Section 271.101 of the Texas Local Government Code.

An interlocal agreement allows staff to utilize other agencies' formal bid contracts. Each entity's formal bid process must meet the requirements set forth in the statutes, including advertising, M/WBE participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirements. All legal requirements are verified by the Purchasing Agent prior to recommendation or use of a contract. Utilization of interlocal agreements save time associated with issuing bids or in obtaining quotes. Savings are achieved through aggregate volumes either through joint bidding opportunities or by addressing the cooperative language within the specifications to the vendors. The City of Lancaster maintains an interlocal agreement with the City of Dallas.

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

Public Information Considerations:

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

Fiscal Impact:

This purchase is funded through the Equipment Replacement Fund and expenditures will not exceed two hundred twenty-one thousand six hundred forty-eight dollars and twenty-two cents ($221,648.22).

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, AUTHORIZING THE OUTFIT OF SIX (6) 2024 CHEVROLET TAHOES BY PRIORITY PUBLIC SAFETY LLC THROUGH AN INTERLOCAL AGREEMENT WITH THE CITY OF DALLAS, TEXAS IN AN AMOUNT NOT TO EXCEED TWO HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED FORTY-EIGHT DOLLARS AND TWENTY-TWO CENTS ($221,648.22); PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Lancaster, Texas, desires to authorize the outfit of six (6) 2024 Chevrolet Tahoes through an interlocal agreement with the City of Dallas, Texas; and

WHEREAS, The City of Lancaster maintains an executed Interlocal Agreement with the City of Dallas, Texas, authorizing this purchase. Texas Local Government Code chapter 791 authorizes cooperative agreements of this type to help save time in developing specifications and duplication during the bid process.

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

SECTION 1. The City Council hereby authorizes, approves and accepts the outfitting of six (6) 2024 Chevrolet Tahoes through an interlocal agreement with the City of Dallas, Texas by Priority Public Safety, LLC in a total amount not to exceed two hundred twenty-one thousand six hundred forty-eight dollars and twenty-two cents ($221,648.22) as set forth in Exhibit "A".

SECTION 2. The City Manager of the City of Lancaster, Texas (or her designee) is hereby authorized to issue appropriate purchase orders in conformity herewith.

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

SECTION 4. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. This Resolution shall become effective immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of April, 2024.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

Exhibit A

Priority Public Safety LLC
659 Martin Duke Road
Van Alstyne, TX 75495
+1 9034829357
dkirby@priorityps.net

Estimate

ADDRESS	SHIP TO		
Lancaster Police Department	1650 N. Dallas Ave. Lancaster, Texas 75134	**ESTIMATE #**	9016
		DATE	04/09/2024
		EXPIRATION DATE	05/08/2024

REP
Bryce Blumberg

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Message 2024 PPV Tahoe-Lancaster Police Department **This Estimate is Per 1 Vehicle**	1	0.00	0.00
	SHOP SUPPLIES Stop Stick Kit with Stop Stick and Mount	1	800.00	800.00
	HAV-PKG-VSX-1800-TAH-PM-1 HAV-PKG-VSX-1800-TAH-PM-1 Package – Wide VSX Console With Front Printer Mount For Laptop Docking Stations For 2021-2022 Chevrolet Tahoe PPV & SSV	1	1,588.38	1,588.38
	HAV-C-EBX-WHE-1 Equipment Bracket Kit For VSX Consoles Front Tray Siren Light Control – Whelen	1	15.00	15.00
	WE-EB2SP3J Whelen Legacy DUO WeCan X Light Bar - 54" Red/White driver front, Blue/White passenger front, Red/Amber driver rear, Blue/Amber passenger rear	1	3,549.00	3,549.00
	WE-C399 Whelen Cencom Core WeCan X Control Module	1	0.00	0.00
	WE-SA315P Whelen 100 Watt Speaker	1	0.00	0.00
	WE-SAK1 Whelen Universal L Speaker bracket	1	0.00	0.00
	WE-MKEZ101 Whelen Strap Kit for Light bar	1	0.00	0.00
	WE-CV2V Whelen New! Vehicle To Vehicle Module, Includes Internal Antenna	1	217.80	217.80
	WE-CCTL7 Whelen New! Includes 3 Section Control Head and 21 Push-Buttons, 4-Position	1	0.00	0.00

Unused item refund or exchange within 14 days. Receipt and original packaging required. EXCEPT special order items, these cannot be returned. | Like us on Facebook! | Used items no returns.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Slide Switch, Microphone with Extension Cable			
	WE-XI3JC Whelen Trio Linear ION Red/Blue with White Override Smoke Lens (Black) - 4 mounted on front push bumper facing forward and on 2 on sides- 1 Per Side 2 mounted on rear license plate 1 Per Side by foglight area-2 Total	10	150.60	1,506.00
	WE-XTLI3JC WE-XTLI3JC ION-T LINEAR TRIO R/B/W SMOKE Mounted 2 Per Side of Running Boards	4	136.20	544.80
	WE-IONBKT1 Whelen ION License plate bracket	1	26.40	26.40
	WE-XI3JC Whelen Trio Linear ION Red/Blue with White Override Smoke Lens (Black) Mounted on LP Bracket	2	150.60	301.20
	WE-AVC23RBC Whelen Avenger Trio Red/Blue/White Mounted in Cargo Windows	2	345.60	691.20
	WE-BS548 Whelen Rear Inner Edge for 2021 Chevy Tahoe PPV	1	850.60	850.60
	WE-TLI2J Whelen DUO Thin ION Red/Blue - mounted in rear hatch visible with lift gate open	2	117.00	234.00
	WE-LINSV2RX Whelen LINSV2 Red LED with smoke lens	1	189.00	189.00
	WE-LINSV2BX Whelen LINSV2 Blue LED with smoke lens	1	189.00	189.00
	WE-LSVBKT54 Whelen Under the Mirror Mount for (2) LINSV2 Series LED	1	20.40	20.40
	WE-3SRCCDCR Whelen 3SRCCDCR round split red/white Compartment light	4	60.60	242.40
	SWITCH Heavy Duty Lighted Rocker Switch	1	25.00	25.00
	HAV-DS-PAN-1203 Cradle For Panasonic TOUGHBOOK 33 Tablet	1	339.60	339.60
	PG-PVSSP5704T21A Center Sliding Poly Window PARTITION - SPACE SAVER PLUS W/ VIPER SHIELD - Includes Recessed Panel and Lower Extension Panels	1	4,174.00	4,174.00
	PG-S5702T21OSB Pro-Gard Charcoal Grey ABS, Standard Transport Seat w/ 1/4" Poly Window Cargo	1	1,698.06	1,698.06

Unused item refund or exchange within 14 days. Receipt and original packaging required. EXCEPT special order items, these cannot be returned. | Like us on Facebook! | Used items no returns.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Barrier, and OSB's			
	PG-WBP57NPT21 Pair, " Poly Window Bars (for use with OEM Door Panels only)	1	249.60	249.60
	GR-5168 Go Rhino 5000 Series Center Section Push Bumper for 2021+ Chevy Tahoe PPV	1	515.25	515.25
	PG-GVPMD-H Pro-Gard Vertical Partition Mount Dual Weapon Tri-Lock Gun Rack w/Handcuff Key	1	575.00	575.00
	HAV-C-LP3-USB-BL1 HAV-C-LP3-USB-BL1 onsole Accessory Bracket Kit With 3 Lighter Plug Outlets,1 USB-C & USB Type A Dual Port Charger And 1 Blanks For Rectangular Accessories	1	144.18	144.18
	STR-DSR-2X Stalker DSR 2X Dual Head Radar System	1	4,500.00	4,500.00
	WG-4RE Watchguard Video 4RE Camera System with all necessary brackets for VEHICLE/MOUNTING PLACE/PD Subject To Change	1	6,595.00	6,595.00
	HAV-CG-X Havis Shield Charge Guard Auto Shut off Timer	2	85.00	170.00
	JD-425-3816 Jotto Desk Magnetic Mic Clips	1	37.50	37.50
	SHOP SUPPLIES Coax cable and connector for customer supplied radio	1	165.00	165.00
	LABOR-1 Labor to install customer graphics package	1	295.00	295.00
	LABOR-1 Labor to install customer supplied radio	2	130.00	260.00
	ABS COVER ABS Cover for Wiring in Back of Vehicle	1	127.50	127.50
	Tint Window Tint - Limo in rear windows, front driver and passenger windows 20%	1	335.00	335.00
	GRAPHICS Custom Design Vehicle Graphics	1	825.00	825.00
	Shipping and Handling Shipping and Handling	1	395.00	395.00
	SHOP SUPPLIES Shop supplies, misc. connectors, tape, lime, nuts, bolts	1	180.00	180.00
	WIRE-HAR Custom Wiring Harness made to order	1	180.00	180.00

Unused item refund or exchange within 14 days. Receipt and original packaging required. EXCEPT special order items, these cannot be returned. | Like us on Facebook! | Used items no returns.

DATE	ACTIVITY	QTY	RATE	AMOUNT
	LABOR-1 Labor to Install Listed Equipment and Customer Supplied Equipment	1	4,190.50	4,190.50

Thank you for doing business with us.

SUBTOTAL	36,941.37
TAX	0.00
TOTAL	**$36,941.37**

Accepted By

Accepted Date

Unused item refund or exchange within 14 days. Receipt and original packaging required. EXCEPT special order items, these cannot be returned. | Like us on Facebook! | Used items no returns.

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **6.**

Meeting Date: 04/22/2024

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

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Agenda Caption:

Z24-14 Conduct a public hearing and consider an ordinance granting a Specific Use Permit to allow for a Substation and Switching Station on the property described as a 19.738 acre tract of land located at the southwest corner of Dallas Avenue and Red Oak Road, known as a tract of land situated in the William C. Walker Survey, Abstract No. 1528, addressed as 2401 S. Dallas Avenue, City of Lancaster, Dallas County, Texas.

Background:

1. **Location and Size**: The property is located at the southwest corner of Dallas Avenue and Red Oak Road addressed as 2401 S. Dallas Avenue. The property is approximately 19.738 acres in size.

2. **Current Zoning**: The subject property is zoned Light Industrial (LI).

3. **Adjacent Properties**:
   North: Agricultural Open (AO) - Undeveloped
   South: Planned Development (PD) - Oncor Facility
   East: Lancaster Extra-Territorial Jurisdiction (ETJ)
   West: Agricultural Open (AO) - Undeveloped

4. **Comprehensive Plan Compatibility:** The Future Land Use Plan of the Comprehensive Plan designates this site as Suburban Neighborhood. The proposed switching station and substation are an accessory use to the data center. The use is infrastructure, which is required across all land use designations.

5. **Case History:**

Date	Body	Action
04/02/2024	P&Z	Z24-14 Recommended Approval of Substation & Switching Station
12/05/2023	P&Z	PS24-6 Approved a Preliminary Plat
12/06/2022	P&Z	PS22-46 Denied a Preliminary Plat
10/16/1989	CC	Z19-89 Approved Light Industrial Zoning

Operational Considerations:

The applicant is requesting a Specific Use Permit (SUP) for the purpose of developing the property with a new switching station and substation, as part of a data center being developed on the adjacent lot to the north. The switching station equipment will be owned by Oncor, and the substation will be privately owned by the applicant. The switching station and substation are necessary to address the increase in electric load demand.

The site plan illustrates a gravel pad, improved surface driveway, and electrical switching station and substation with one access point from Dallas Avenue. Coordination with the Texas Department of Transportation (TxDoT) will be required to finalize the ingress/egress from Dallas Avenue, as this will require a rights-of-way (ROW) permit from TxDoT. TxDoT approval will be required prior to a ROW building permit being issued. The maximum height of the equipment will be 60-feet, and the switching station and substation will be set back approximately 1,494 feet from the front property line on Dallas Avenue.

Screening will be provided with the existing tree canopy. The switching station and substation are located behind the existing trees on site. A line of site rendering has been provided in Exhibit 1, to show how the equipment has been screened from Dallas Avenue by the heavy tree canopy. The 20% landscaping requirement has been met with the tree preservation plan. In addition, the ROW landscaping requirement has been met.

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 March 17, 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.

Options/Alternatives:

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

Recommendation:

On April 2, 2024, at their Regular Meeting the Planning and Zoning Commission recommended approval as presented. Staff concurs.

Attachments

Ordinance

Exhibit 1

Location Map

Letter of Intent

Site Plan

Landscape Plan

Sign Posting

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, GRANTING (Z24-14) A SPECIFIC USE PERMIT (SUP) FOR A SUBSTATION AND SWITCHING STATION ON THE PROPERTY DESCRIBED AS A 19.738 ACRE TRACT OF LAND SITUATED IN THE WILLIAM C. WALKER SURVEY, ABSTRACT NO. 1528, LOCATED AT THE SOUTHWEST CORNER OF DALLAS AVENUE AND RED OAK ROAD, ADDRESSED AS 2401 S. DALLAS AVENUE, CITY OF LANCASTER, DALLAS COUNTY, TEXAS, PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the City's Code of Ordinances, state law and all other applicable ordinances of the City, the City has given the required notices and has held the required public hearings at City Council on April 2, 2024, and Planning and Zoning Commission on April 22, 2024, regarding the amendment of the City's zoning laws by changing the zoning on the property referenced above; and

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

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

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

SECTION 2. From and after the effective date of this Ordinance, the Zoning Case No. Z24-14, the zoning map of the City of Lancaster, be hereby amended to grant an SUP for a Substation and Switching Station on the property described as a 19.738 acre tract of land situated in the William C. Walker Survey, Abstract No. 1528, located at the southwest corner of Dallas Avenue and Red Oak Road, addressed as 2401 S. Dallas Avenue, City of Lancaster, Dallas County, Texas. The City's Zoning Map shall be amended to reflect the zoning amendment referenced herein. Additionally, the SUP will include the following condition: 1) maintain landscaping in compliance with the approved landscape plan and provide irrigation as required by City ordinance.

SECTION 3. The property shall be developed and used in accordance with the development standards under the Lancaster Development Code and ordinances of the City of Lancaster.

SECTION 4. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. 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.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of April.

ATTEST: **APPROVED:**

Sorangel O. Arenas, City Secretary

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

Exhibit 1

Metes & Bounds

Case Number: Z24-14

BEING, all of that 19.738 acre (859,768 square foot) tract of land situated in the Samuel T. Bledsoe Survey, Abstract No. 119, and the William C. Walker Survey, Abstract No. 1529, in the City of Lancaster, Dallas County, Texas; being all of that called 109.693 acre tract of land described in Special Warranty Deed to Lancaster Data Center Campus, LP. as recorded in Instrument No. 202300069910 of the Official Public Records of Dallas County, Texas; said 19.738 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a Texas Power & Light concrete monument found at the southeast corner of said Lancaster Data tract; said point being the northeast corner of that tract of land described in Exchange Warranty Deed to Texas Power & Light Company as recorded in Volume 83129, Page 1155 of the Deed Records of Dallas County, Texas; said point being in the northwest right-of-way line of State Highway 342 (variable width right-of-way);

THENCE, North 51 degrees 35 minutes 27 seconds West, departing the northwest line of said State Highway 342, a distance of 1,685.72 feet to a point for corner;

THENCE, North 38 degrees 24 minutes 33 seconds East, a distance of 522.59 feet to a point for corner;

THENCE, South 51 degrees 35 minutes 27 seconds East, a distance of 1,475.11 feet to a point for corner;

THENCE, South 38 degrees 24 minutes 33 seconds West, a distance of 100.00 feet to a point for corner;

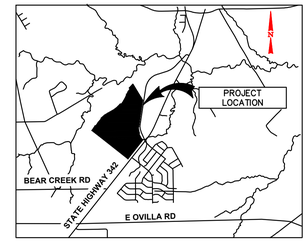
THENCE, South 51 degrees 35 minutes 27 seconds East, a distance of 210.12 feet to a point for corner in the southeast line of said Lancaster Data tract and the northwest line of said State Highway 342;

THENCE, South 38 degrees 20 minutes 35 seconds West, along the southeast line of said Lancaster Data tract and the northwest line of said State Highway 342, a distance of 422.59 feet to the POINT OF BEGINNING and containing an area of 19.738 acres or 859,768 square feet of land, more or less.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Case Number Z24-14

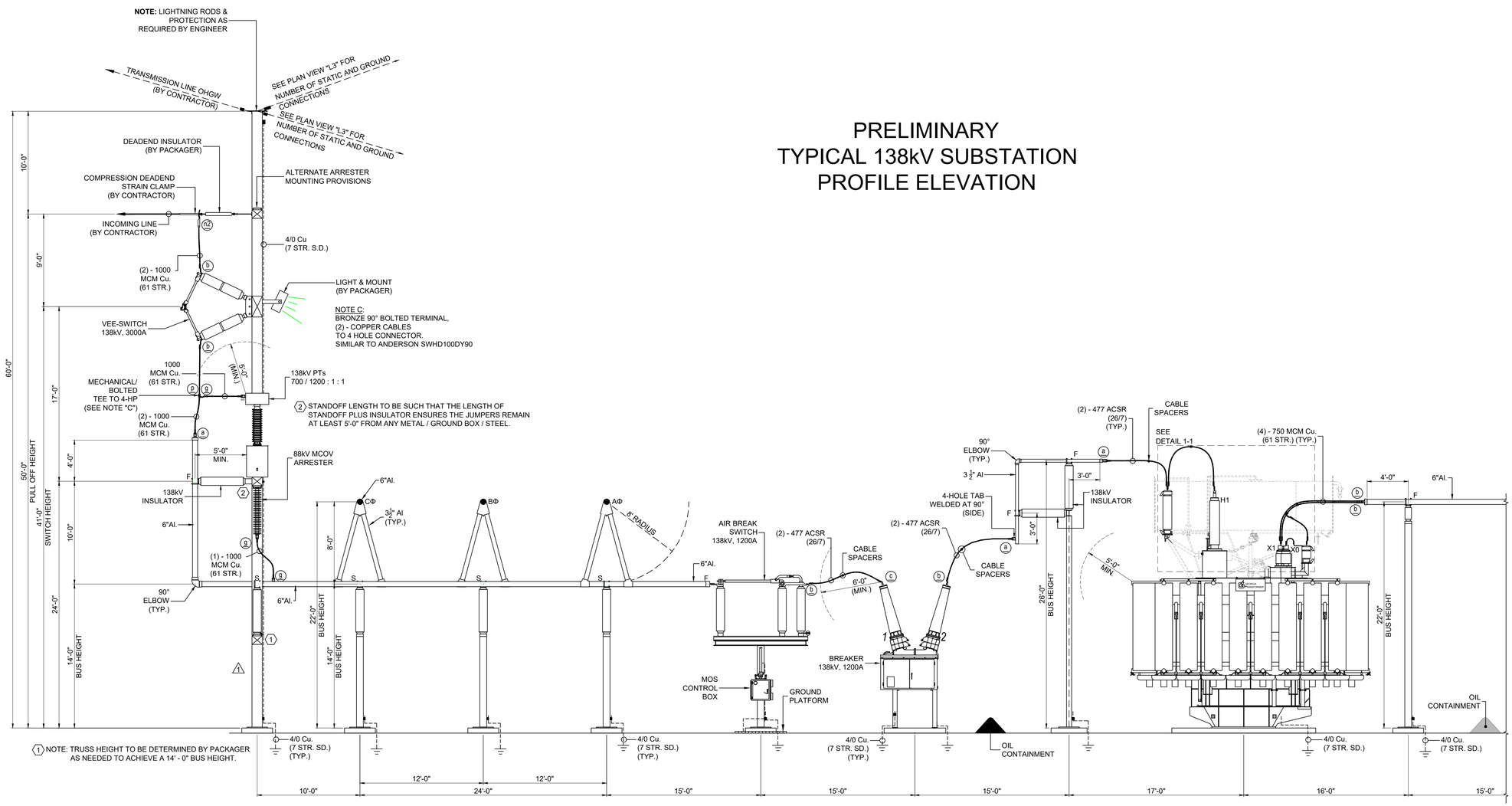
Substation Elevation



VICINITY MAP
(NOT TO SCALE)

PRELIMINARY
TYPICAL 138kV SUBSTATION
PROFILE ELEVATION

DEADEND STRUCTURE NOTES
1. DEADEND STRAIN CLAMPS : COMPRESSION
2. ARRESTERS : POLYMER
3. TEE-CLAMPS : COMPRESSION



TYPICAL ELEVATION A1-A1 (T1 & T2)
SCALE - 3/16"-1'-0"

NOTE:
- **138kV INSULATORS ON HIGH SIDE**
- **35kV INSULATORS ON LOW SIDE**

FOR PERMITTING PURPOSES ONLY

NO.	REVISIONS	DATE	DWG BY	CHK BY
1	CREATED SITE PLAN & ELEVATION PROFILE FOR PERMITTING PURPOSES ONLY	02/21/2024	RM	KY

PREPARED BY:

PriorityPower
2201 E. LAMAR BLVD. #275
ARLINGTON, TX 76006
(972)314-9040

SITE PLAN
CASE NUMBER: DP24-3
LANCASTER DATA CENTER
BLOCK 1, LOTS 1, 2, AND 3
109.596 ACRES OR 4,774,000 SQ. FT.
WILLIAM C. WALKER SURVEY, ABSTRACT NO. 1528
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

OWNER/DEVELOPER
BANDERA VENTURES
5820 W. NORTHWEST HWY, SUITE 200
DALLAS, TEXAS 75225
TEL: (214) 334-2862
CONTACT: MATT ASHBAUGH

ENGINEER
PRIORITY POWER
2201 E.LAMAR BLVD, SUITE 275
ARLINGTON, TEXAS 76006
TEL: (972) 314-9040
CONTACT: KEVIN YUNG

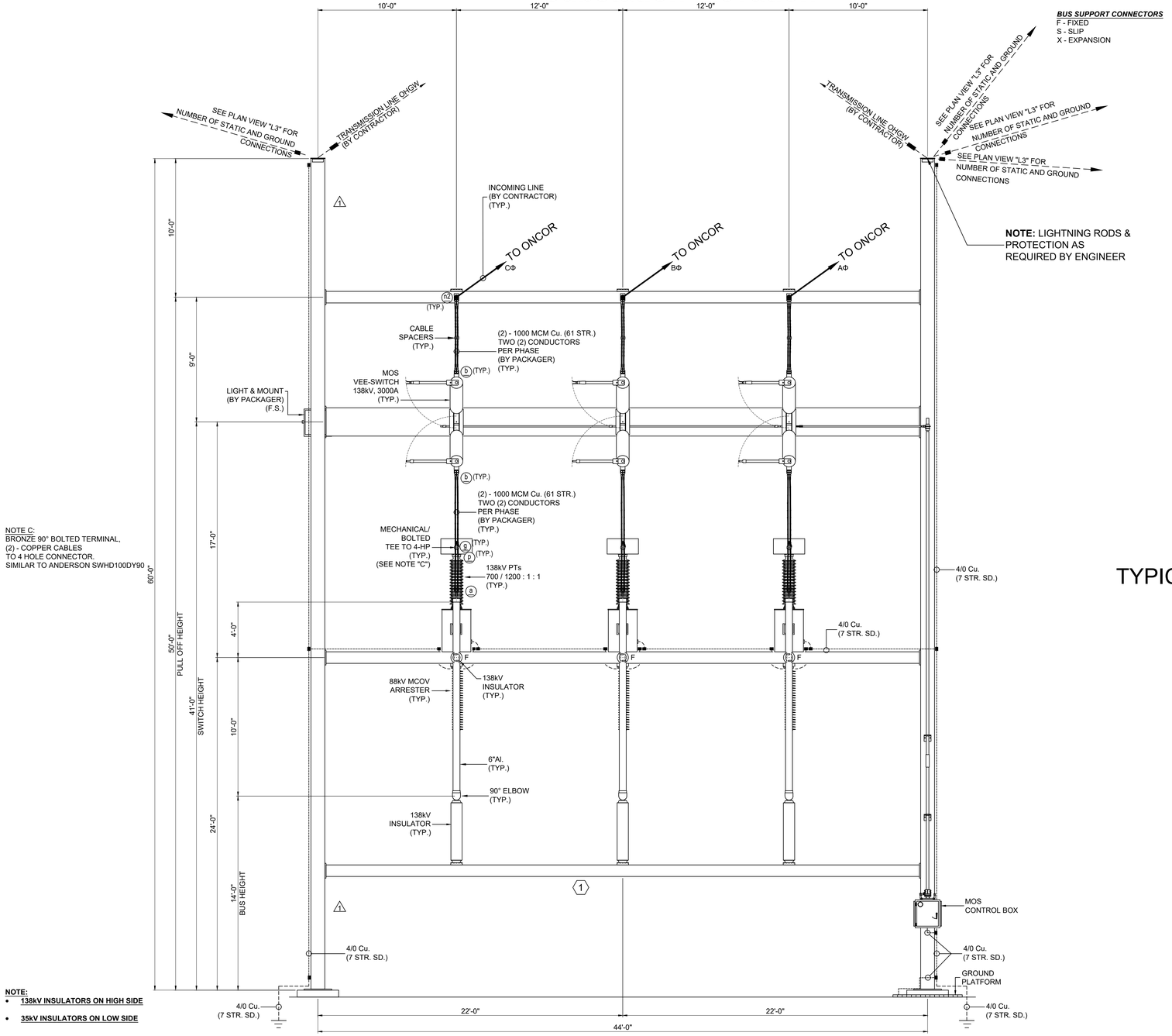
DATE PREPARED: 02/21/2024

DRAWING:
SITE PLAN
PROFILE ELEVATION
A-A

PROJECT:
138kV SKY HORIZON SUBSTATION
LANCASTER, DALLAS COUNTY, TEXAS

FILE: SITE PLAN 2024-02
SCALE: AS NOTED
SHEET #: 1 OF 2

Substation Elevation



BUS SUPPORT CONNECTORS
F - FIXED
S - SLIP
X - EXPANSION

NOTE: LIGHTNING RODS & PROTECTION AS REQUIRED BY ENGINEER

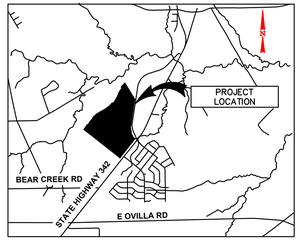
NOTE C:
BRONZE 90° BOLTED TERMINAL,
(2) - COPPER CABLES
TO 4 HOLE CONNECTOR.
SIMILAR TO ANDERSON SWHD100DY90

NOTE:
- **138kV INSULATORS ON HIGH SIDE**
- **35kV INSULATORS ON LOW SIDE**

1 NOTE: TRUSS HEIGHT TO BE DETERMINED BY PACKAGER AS NEEDED TO ACHIEVE A 14' - 0" BUS HEIGHT.

TYPICAL ELEVATION B-B

SCALE - ¼" = 1-0"



VICINITY MAP
(NOT TO SCALE)

PRELIMINARY
TYPICAL 138kV DEADEND
STRUCTURE

FOR PERMITTING
PURPOSES ONLY

NO.	REVISIONS	DATE	DWG BY	CHK BY
1	CREATED SITE PLAN & ELEVATION PROFILE FOR PERMITTING PURPOSES ONLY	02/21/2024	RM	KY

PREPARED BY:

PriorityPower
2201 E. LAMAR BLVD. #275
ARLINGTON, TX 76006
(972)314-9040

SITE PLAN
CASE NUMBER: DP24-3
LANCASTER DATA CENTER
BLOCK 1, LOTS 1, 2, AND 3
109.596 ACRES OR 4,774,000 SQ. FT.
WILLIAM C. WALKER SURVEY, ABSTRACT NO. 1528
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

OWNER/DEVELOPER
BANDERA VENTURES
5820 W. NORTHWEST HWY, SUITE 200
DALLAS, TEXAS 75225
TEL: (214) 334-2862
CONTACT: MATT ASHBAUGH

ENGINEER
PRIORITY POWER
2201 E.LAMAR BLVD. SUITE 275
ARLINGTON, TEXAS 76006
TEL: (972) 314-9040
CONTACT: KEVIN YUNG

DATE PREPARED: 02/21/2024

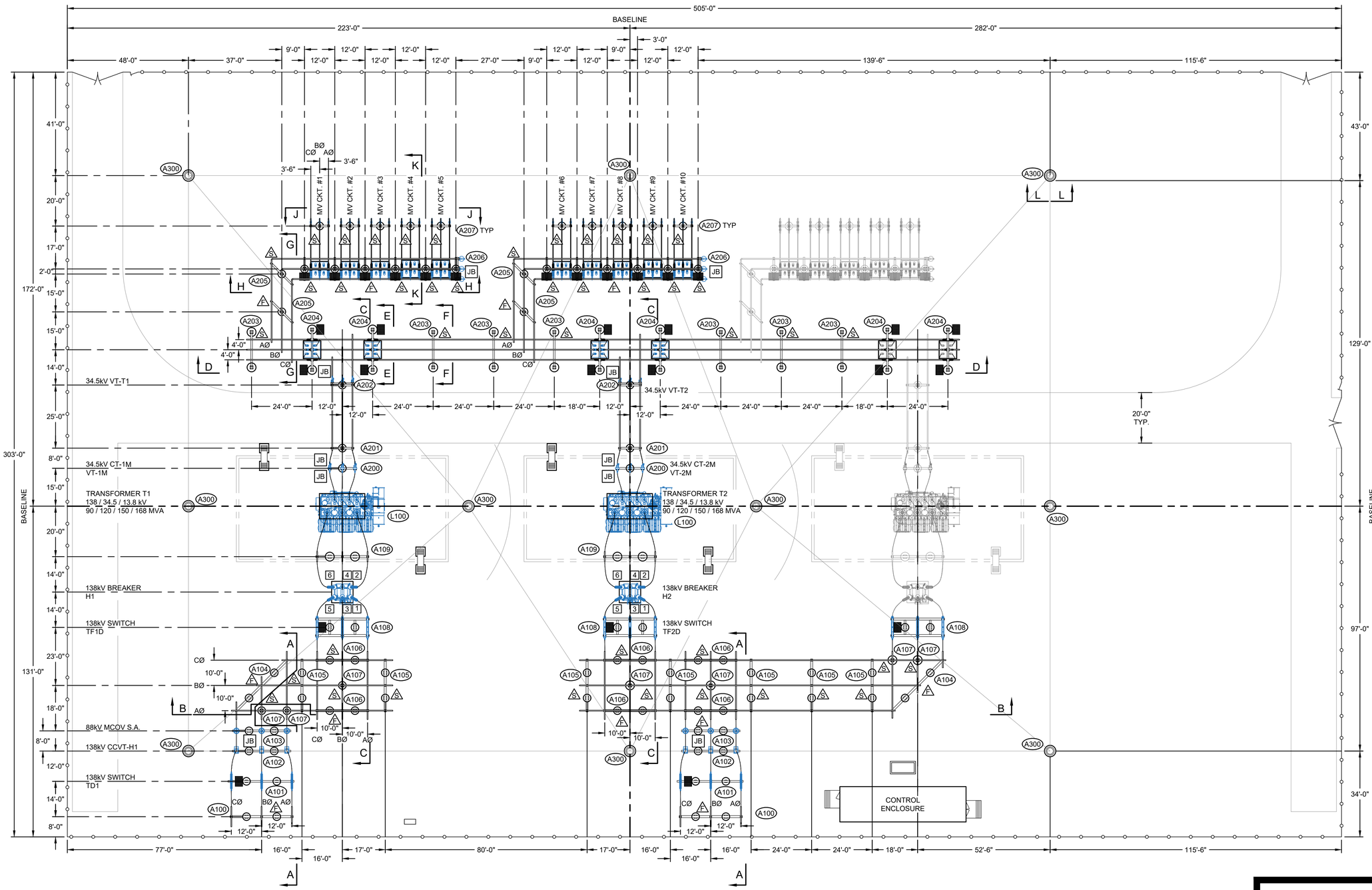
DRAWING:
SITE PLAN
FRONT ELEVATION
B-B

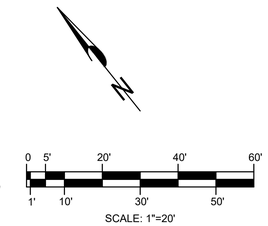
PROJECT:
138kV SKY HORIZON SUBSTATION
LANCASTER, DALLAS COUNTY, TEXAS

FILE: SITE PLAN 2024-02
SCALE: AS NOTED
SHEET #: 2 OF 2

Case Number Z24-14

Substation Elevation





GENERAL ARRANGEMENT NOTES

1. JUMPERS
   1.1. ALL 138kV JUMPERS = (2) 1272 AAC (NARCISSUS)
   1.2. 34.5kV FEEDER BREAKER JUMPERS = (3) 1272 AAC (NARCISSUS)
   1.3. 34.5kV FEEDER JUMPERS = (2) 1272 AAC (NARCISSUS)

2. PIPE BUS
   2.1. ALL 138kV BUS = 4" SCH 40 6063-T6
   2.2. 34.5kV MAIN BUS = 4" SCH 40 6063-T6
   2.3. 34.5kV FEEDER BUS = 2.5" SCH 40 6063-T6

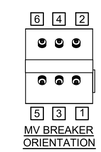
3. CLEARANCES
   3.1. 138kV CLEARANCE (650kV BIL)
      3.1.1. PHASE TO PHASE: MIN. 8'-0"
      3.1.2. METAL TO METAL: MIN. 5'-3"
      3.1.3. PHASE TO GROUND: MIN. 4'-4½"
   3.2. 34.5kV CLEARANCE (200kV BIL)
      3.2.1. PHASE TO PHASE: MIN. 3'-0"
      3.2.2. METAL TO METAL: MIN. 1'-6"
      3.2.3. PHASE TO GROUND: MIN. 1'-3"

4. THE ROADS SHOWN TO ILLUSTRATE DRIVE PATH ONLY AND ARE NOT INTENDED TO INDICATE AN IMPROVED ROAD OR DRIVING SURFACE IN ANYWAY.

5. STATIC MAST LOCATIONS ARE PRELIMINARY AND PENDING LIGHTNING PROTECTION DESIGN.

GENERAL ARRANGEMENT KEY

- SWITCH OPERATOR PLATFORM
- BREAKER BUSHING DESIGNATION
- OIL CONTAINMENT LINER
- BUS DESIGNATION
  - F = FIXED
  - S = SLIP
  - E = EXPANSION
- JB JUNCTION BOX
- BOLLARD
- STAIRS



PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW & APPROVAL ONLY

NO.	DATE	DWN.	CHK.	REVISIONS
A	02/21/24	DJ	MJM	ISSUED FOR 30% REVIEW

SKY HORIZON SUBSTATION
DALLAS COUNTY, TX

SUBSTATION
GENERAL ARRANGEMENT

nei
ELECTRIC POWER ENGINEERING, INC.
12600 W. COLFAX AVE. STE. C300
LAKEWOOD, CO 80215
(303) 431-7895
www.neieng.com
PriorityPower

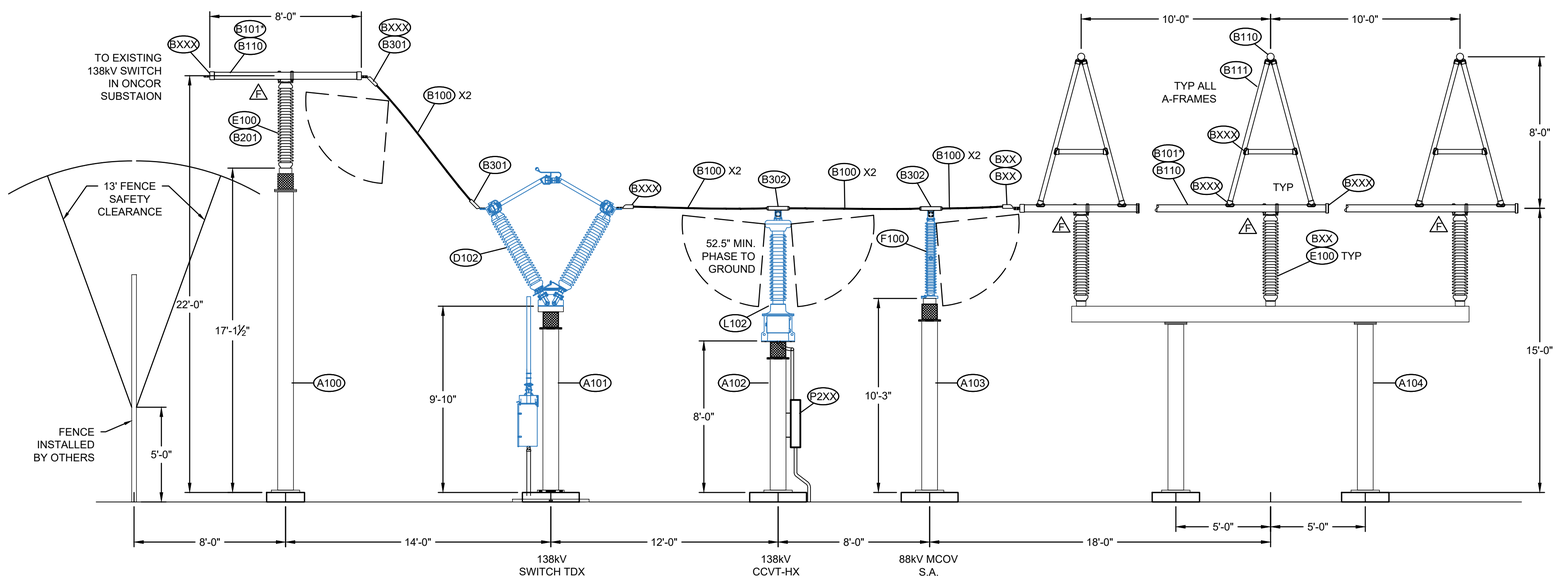
DATE	SCALE
02/21/24	NTS

JOB NO. 4323

C03-01

Case Number Z24-14

Substation Elevation



ELEVATION A-A

ELEVATION KEY

- (X000) BILL OF MATERIAL DESIGNATION
- (X000*) FOR DAMPENING PURPOSES
- (X) BUS CONNECTION DESIGNATION
  - -F = FIXED
  - -S = SLIP
  - -E = EXPANSION

CLEARANCES:

1. 138kV CLEARANCE (650kV BIL)
   - 1.1. PHASE TO PHASE: MIN. 8'-0"
   - 1.2. METAL TO METAL: MIN. 5'-3"
   - 1.3. PHASE TO GROUND: MIN. 4'-4½"

NOTE:

BLUE EQUIPMENT ON HOLD
FOR VENDER DRAWINGS.

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW & APPROVAL ONLY

NO.	DATE	DWN.	CHK.	REVISIONS
A	02/21/24	DU	MJM	ISSUED FOR 30% REVIEW
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

SKY HORIZON SUBSTATION
DALLAS COUNTY, TX

SUBSTATION
ELEVATION A-A

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ELECTRIC POWER ENGINEERING, INC.
12600 W. COLFAX AVE, STE. C500
LAKEWOOD, CO 80215
(303) 431-7895
www.neieng.com

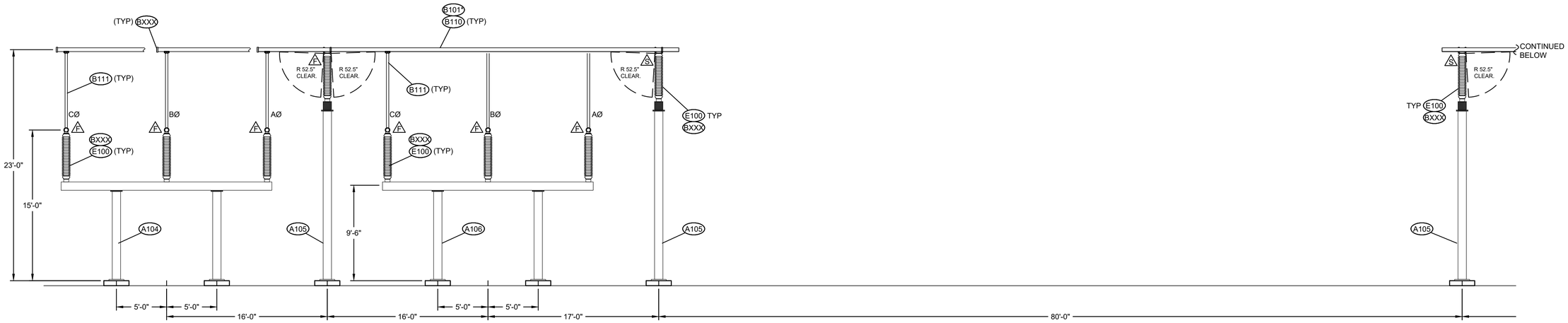
PriorityPower

DATE 02/21/24
SCALE 1/4" = 1'
JOB NO. 4323

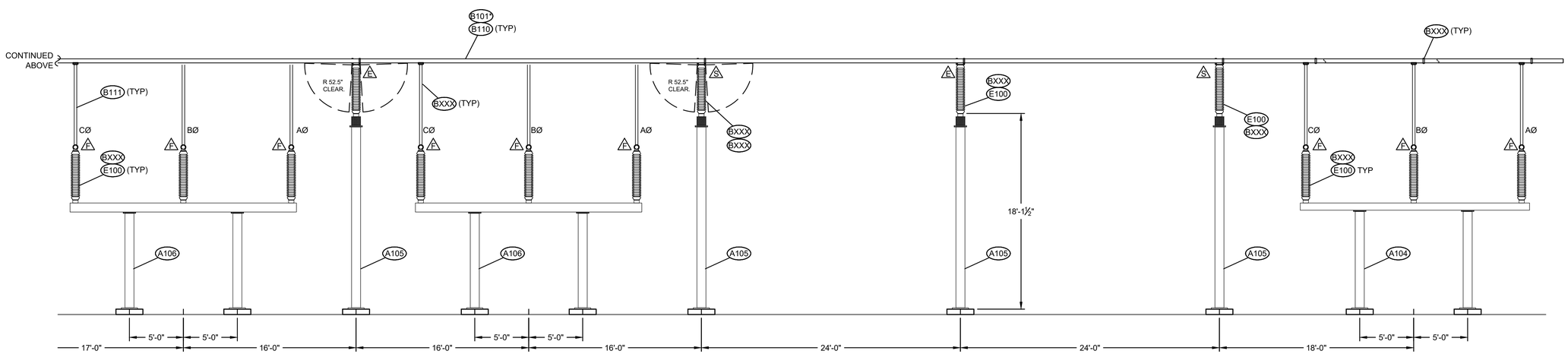
C03-02

Case Number Z24-14

Substation Elevation



ELEVATION B-B



ELEVATION B-B

NOTE:

BLUE EQUIPMENT ON HOLD FOR VENDER DRAWINGS.

CLEARANCES:

138KV CLEARANCE (650KV BIL)
PHASE TO PHASE: MIN. 8'-0"
METAL TO METAL: MIN. 5'-3"
PHASE TO GROUND: MIN. 4'-4 1/2"

ELEVATION KEY

- (X000) BILL OF MATERIAL DESIGNATION
- (X000*) FOR DAMPENING PURPOSES
- (A) BUS CONNECTION DESIGNATION
  - -F = FIXED
  - -S = SLIP
  - -E = EXPANSION

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW & APPROVAL ONLY

REVISIONS

NO.	DATE	DWN.	CHK.	
A	02/21/24	DJ	MJM	ISSUED FOR 30% REVIEW

SKY HORIZON SUBSTATION
DALLAS COUNTY, TX

SUBSTATION
ELEVATION B-B

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ELECTRIC POWER ENGINEERING, INC.
12600 W. COLFAX AVE, STE. C500
LAKEWOOD, CO 80215
(303) 431-7895
www.neieng.com

PriorityPower

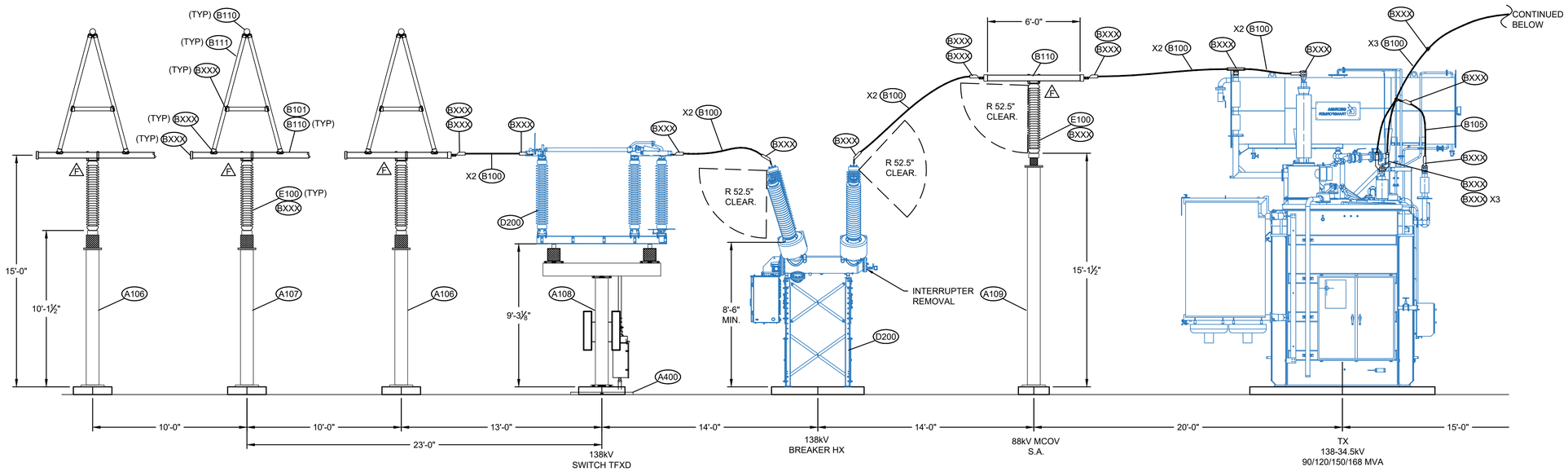
DATE	SCALE
02/21/24	3/16"=1'

JOB NO. 4323

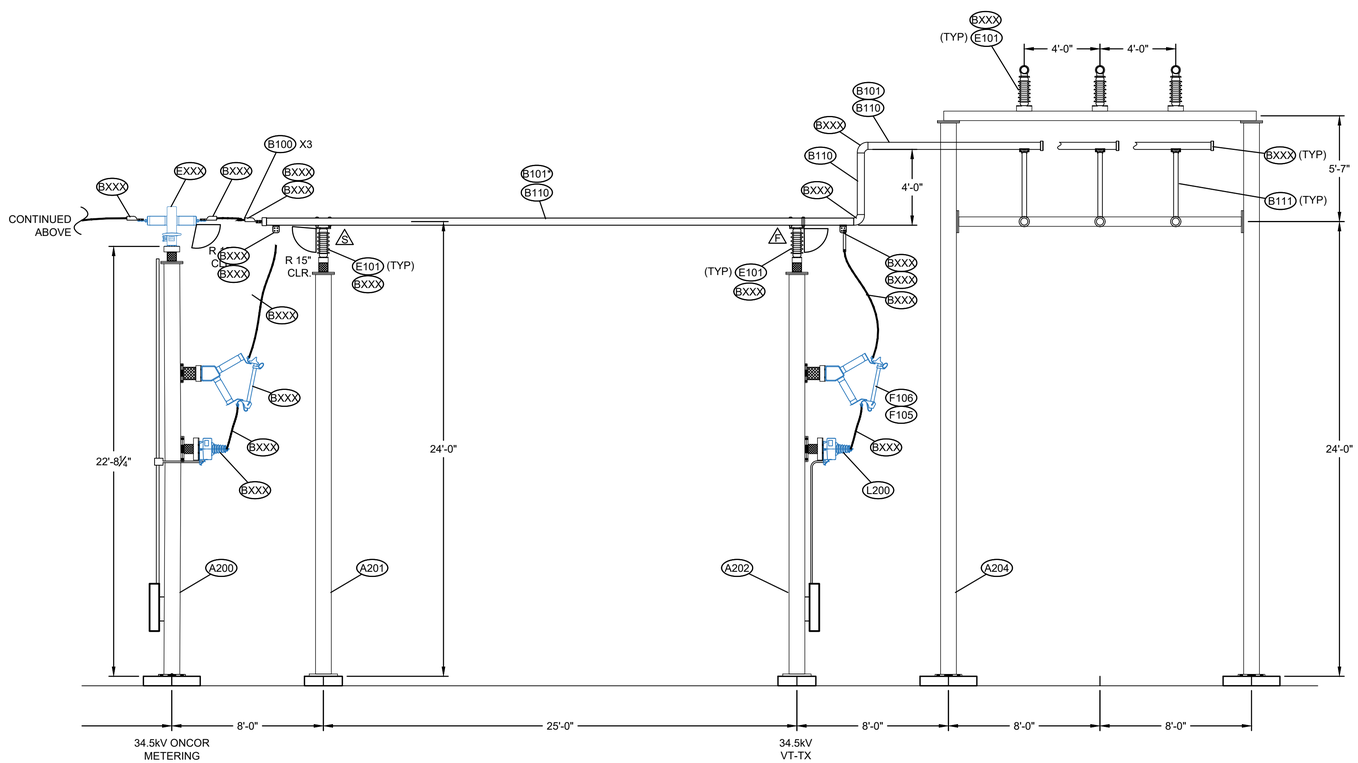
C03-03

Case Number Z24-14

Substation Elevation



ELEVATION C-C



ELEVATION C-C

NOTE:

BLUE EQUIPMENT ON HOLD FOR VENDER DRAWINGS.

CLEARANCES:

138KV CLEARANCE (650KV BIL)
PHASE TO PHASE: MIN. 15'-0"
METAL TO METAL: MIN. 9'-11"
PHASE TO GROUND: MIN. 8'-10"

34.5kV CLEARANCE (200kV BIL)
PHASE TO PHASE: MIN. 3'-0"
METAL TO METAL: MIN. 18"
PHASE TO GROUND: MIN. 13"

ELEVATION KEY

(X000) BILL OF MATERIAL DESIGNATION
(X000) FOR DAMPENING PURPOSES
(X) BUS CONNECTION DESIGNATION
-F = FIXED
-S = SLIP
-E = EXPANSION

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW & APPROVAL ONLY

NO.	DATE	DWN.	CHK.	REVISIONS
A	02/21/24	DU	MJM	ISSUED FOR 30% REVIEW

SKY HORIZON SUBSTATION
DALLAS COUNTY, TX

SUBSTATION ELEVATION C-C

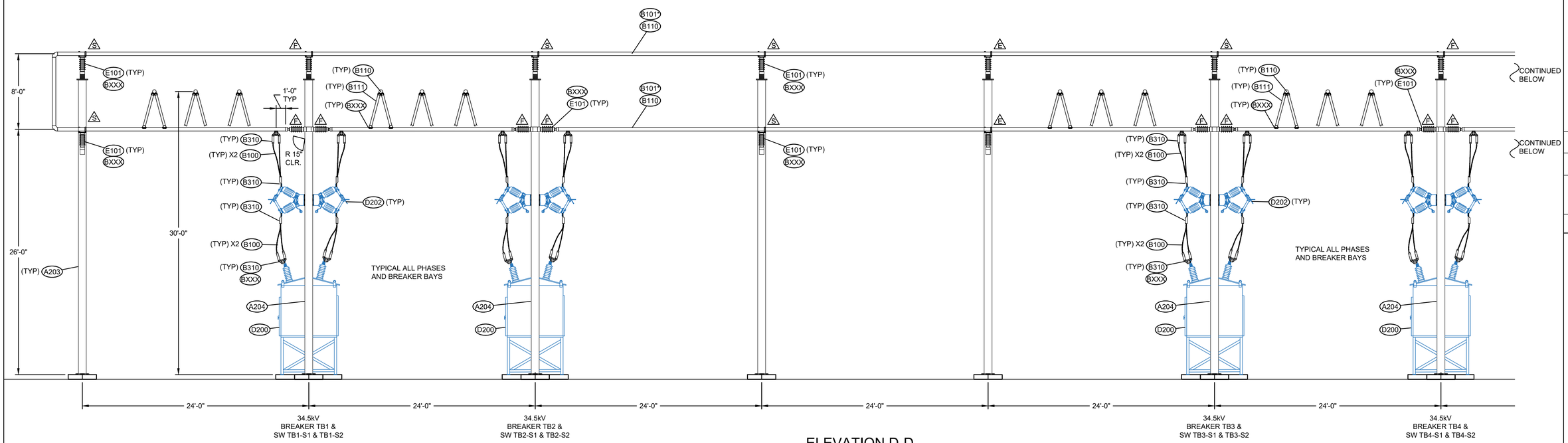
nei
ELECTRIC POWER ENGINEERING, INC.
12600 W. COLFAX AVE, STE. C500
LAKEWOOD, CO 80215
(303) 431-7895
www.neieng.com
PriorityPower

DATE 02/21/24
SCALE 1/4"=1'-0"
JOB NO. 4323

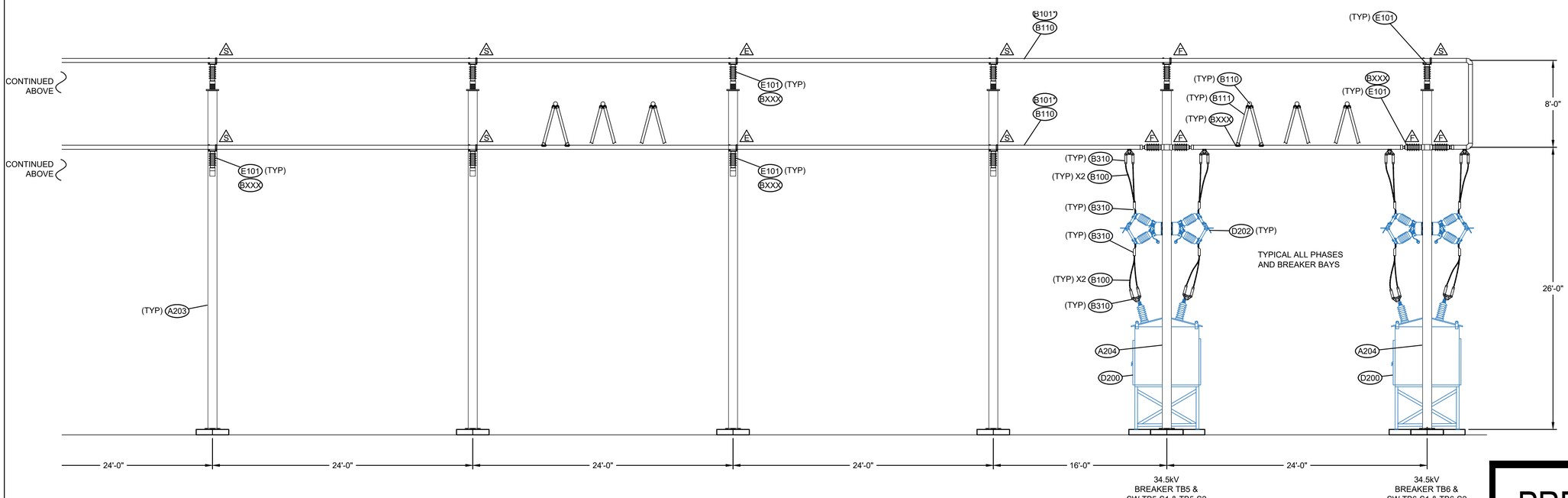
C03-04

Case Number Z24-14

Substation Elevation



ELEVATION D-D



ELEVATION D-D

NOTE:

BLUE EQUIPMENT ON HOLD FOR VENDER DRAWINGS.

CLEARANCES:

34.5kV CLEARANCE (200kV BIL)
PHASE TO PHASE: MIN. 3'-0"
METAL TO METAL: MIN. 18"
PHASE TO GROUND: MIN. 13"

ELEVATION KEY

X000 BILL OF MATERIAL DESIGNATION
X000* FOR DAMPENING PURPOSES
△ BUS CONNECTION DESIGNATION
–F = FIXED
–S = SLIP
–E = EXPANSION

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW & APPROVAL ONLY

NO.	DATE	DWN.	CHK.	REVISIONS
A	02/21/24	DJ	MJM	ISSUED FOR 30% REVIEW

SKY HORIZON SUBSTATION
DALLAS COUNTY, TX

SUBSTATION ELEVATION D-D

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ELECTRIC POWER ENGINEERING, INC.
12600 W. COLFAX AVE, STE. C500
LAKEWOOD, CO 80215
(303) 431-7895
www.neieng.com

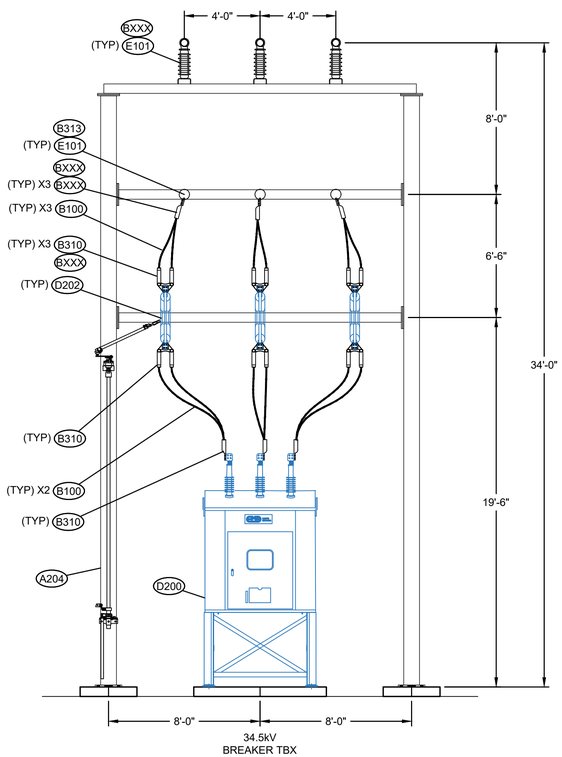
PriorityPower

DATE 02/21/24
SCALE 3/16"=1'-0"
JOB NO. 4323

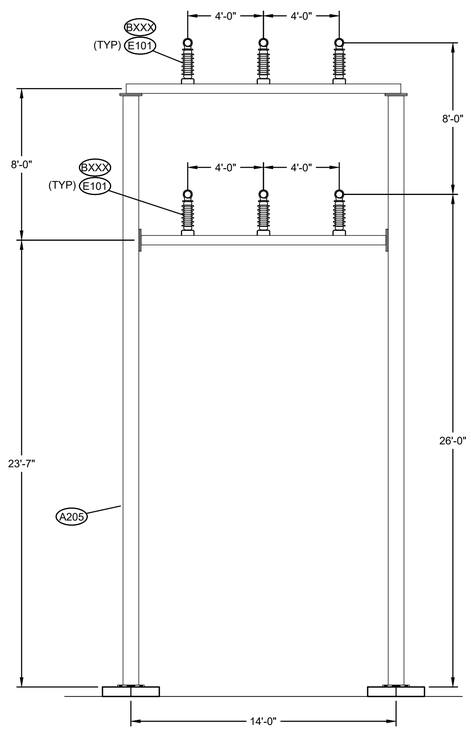
C03-05

Case Number Z24-14

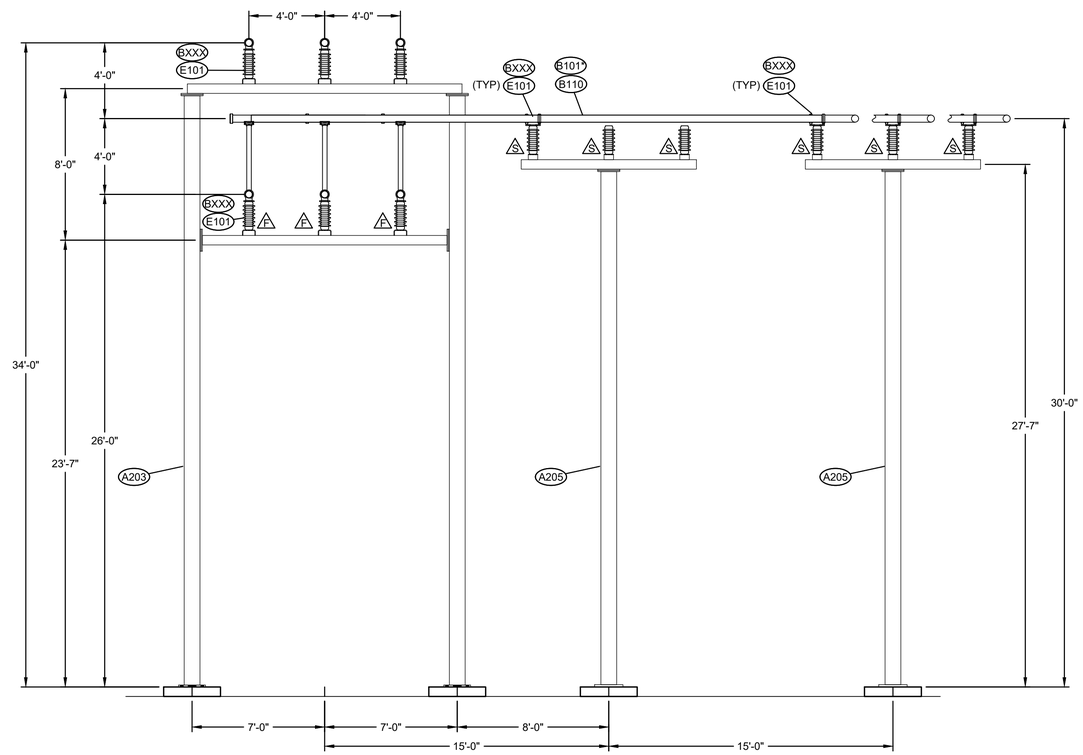
Substation Elevation



ELEVATION E-E



ELEVATION F-F



ELEVATION G-G

CLEARANCES:

34.5kV CLEARANCE (200kV BIL)
PHASE TO PHASE: MIN. 3'-0"
METAL TO METAL: MIN. 18"
PHASE TO GROUND: MIN. 13"

NOTE:

BLUE EQUIPMENT ON HOLD
FOR VENDER DRAWINGS.

ELEVATION KEY

(X000) BILL OF MATERIAL DESIGNATION

(X000*) FOR DAMPENING PURPOSES

(X) BUS CONNECTION DESIGNATION
-F = FIXED
-S = SLIP
-E = EXPANSION

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW & APPROVAL ONLY

NO.	DATE	DWN.	CHK.	REVISIONS
A	02/21/24	DU	MJM	ISSUED FOR 30% REVIEW
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

SKY HORIZON SUBSTATION
DALLAS COUNTY, TX

SUBSTATION
ELEVATION E-E, F-F & G-G

ELECTRIC POWER ENGINEERING, INC.
12600 W. COLFAX AVE, STE. C500
LAKEWOOD, CO 80215
(303) 431-7895
www.neieng.com

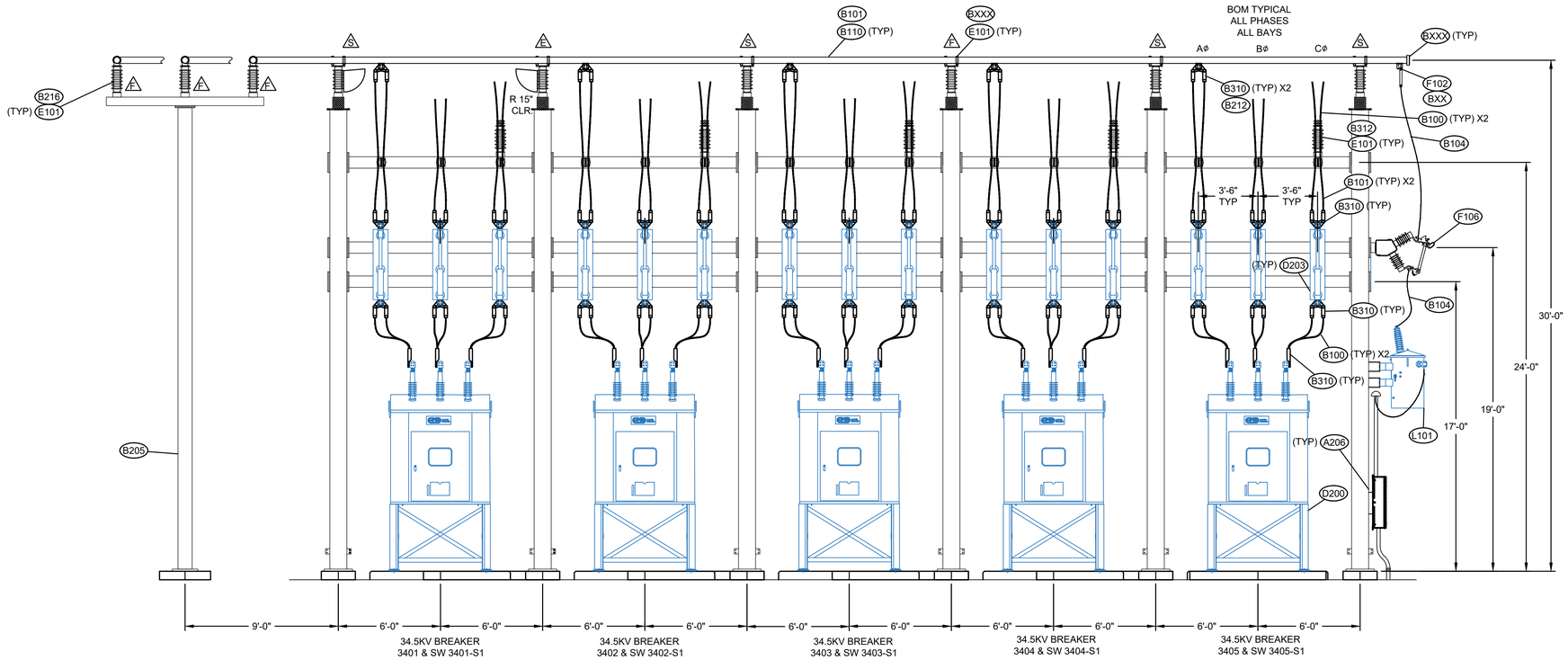
PriorityPower

DATE 02/21/24
SCALE 1/4"=1'-0"
JOB NO. 4323

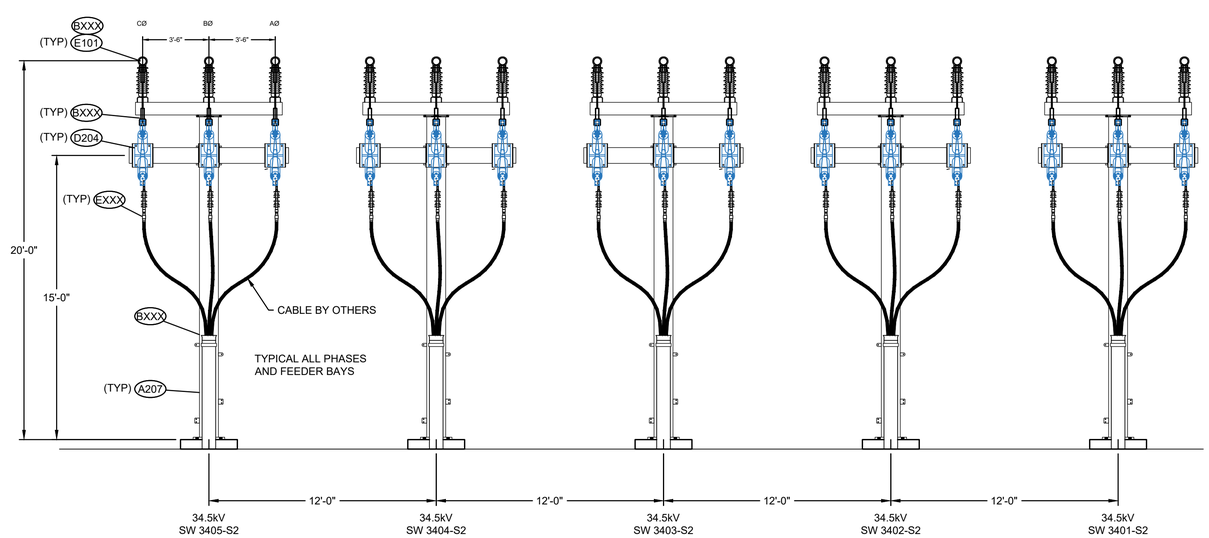
C03-06

Case Number Z24-14

Substation Elevation



ELEVATION H-H



ELEVATION J-J

NOTE:

BLUE EQUIPMENT ON HOLD
FOR VENDER DRAWINGS.

CLEARANCES:

34.5kV CLEARANCE (200kV BIL)
PHASE TO PHASE: MIN. 3'-0"
METAL TO METAL: MIN. 18"
PHASE TO GROUND: MIN. 13"

ELEVATION KEY

(X000) BILL OF MATERIAL DESIGNATION
(X000*) FOR DAMPENING PURPOSES
X BUS CONNECTION DESIGNATION
–F = FIXED
–S = SLIP
–E = EXPANSION

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW & APPROVAL ONLY

NO.	DATE	DWN.	CHK.	REVISIONS
A	02/21/24	DJ	MJM	ISSUED FOR 30% REVIEW
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

SKY HORIZON SUBSTATION
DALLAS COUNTY, TX

SUBSTATION
ELEVATION H-H & J-J

nei
ELECTRIC POWER ENGINEERING, INC.
12600 W. COLFAX AVE, STE. C500
LAKEWOOD, CO 80215
(303) 431-7895
www.neieng.com

PriorityPower

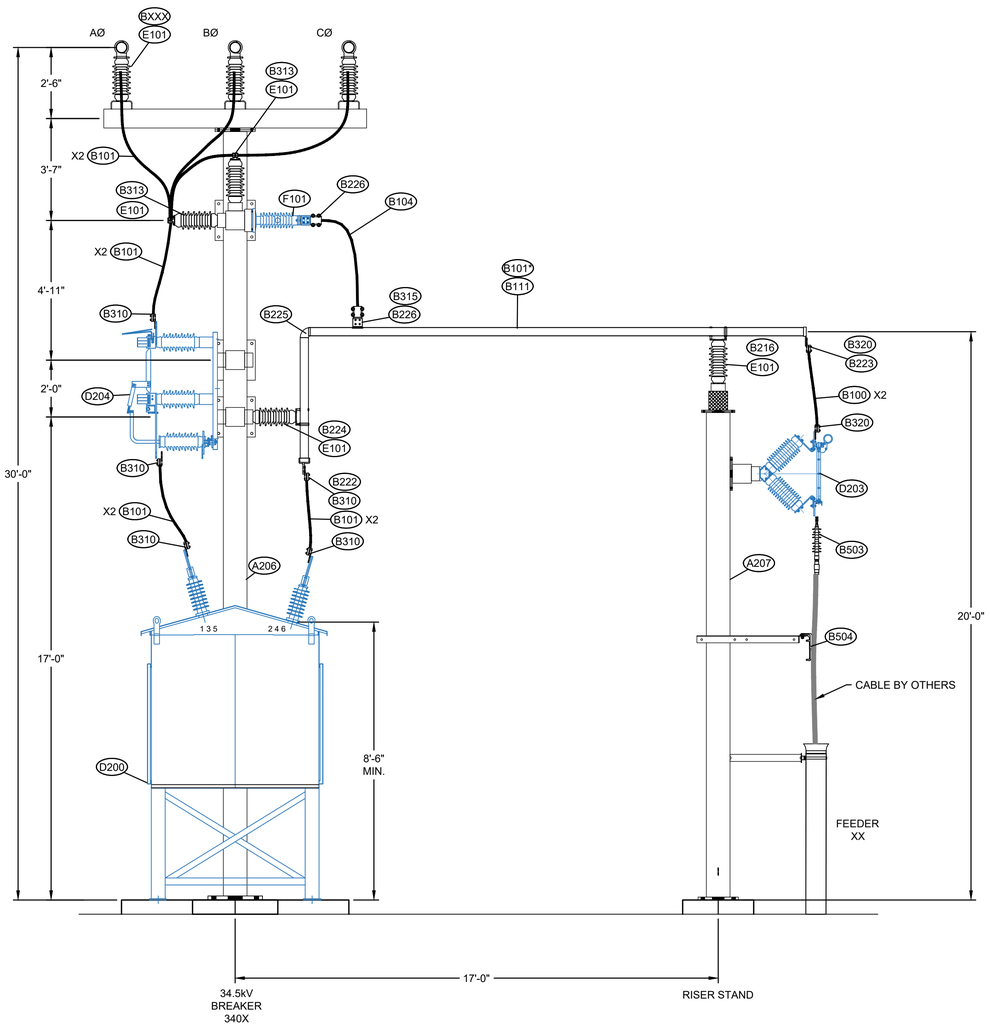
DATE	SCALE
02/21/24	1/4"=1'-0"

JOB NO. 4323

C03-07

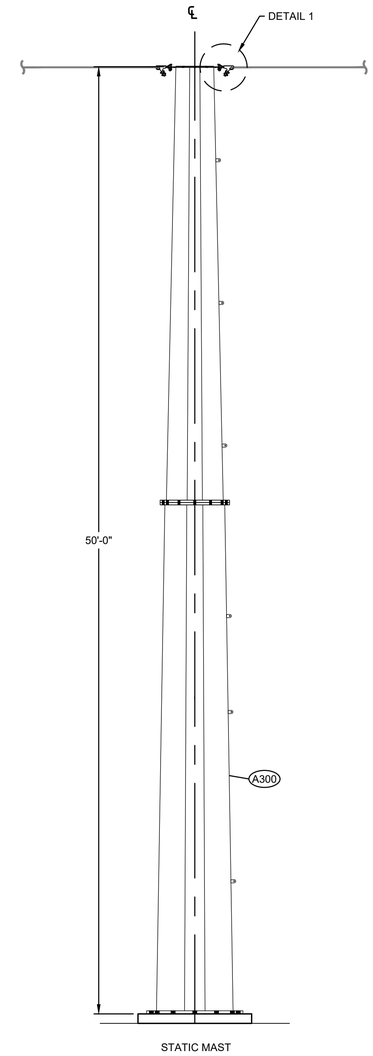
Case Number Z24-14

Substation Elevation



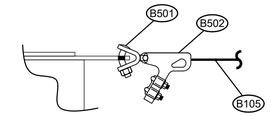
ELEVATION K-K

SCALE =3/8"-1'-0"



ELEVATION L-L

SCALE =1/4"-1'-0"



DETAIL 1

TYPICAL OF ALL STATIC
WIRE CONNECTIONS

NOTE:

BLUE EQUIPMENT ON HOLD
FOR VENDER DRAWINGS.

CLEARANCES:

34.5kV CLEARANCE (200kV BIL)
PHASE TO PHASE: MIN. 3'-0"
METAL TO METAL: MIN. 18"
PHASE TO GROUND: MIN. 13"

ELEVATION KEY

(X000) BILL OF MATERIAL DESIGNATION

(X000*) FOR DAMPENING PURPOSES

(X) BUS CONNECTION DESIGNATION
-F = FIXED
-S = SLIP
-E = EXPANSION

PRELIMINARY

NOT FOR CONSTRUCTION
FOR REVIEW & APPROVAL ONLY

NO.	DATE	DWN.	CHK.	REVISIONS
A	02/21/24	DJ	MJM	ISSUED FOR 30% REVIEW
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

SKY HORIZON SUBSTATION
DALLAS COUNTY, TX

SUBSTATION
ELEVATION K-K & L-L

nei
ELECTRIC POWER ENGINEERING, INC.
12600 W. COLFAX AVE, STE. C500
LAKEWOOD, CO 80215
(303) 431-7895
www.neieng.com

PriorityPower

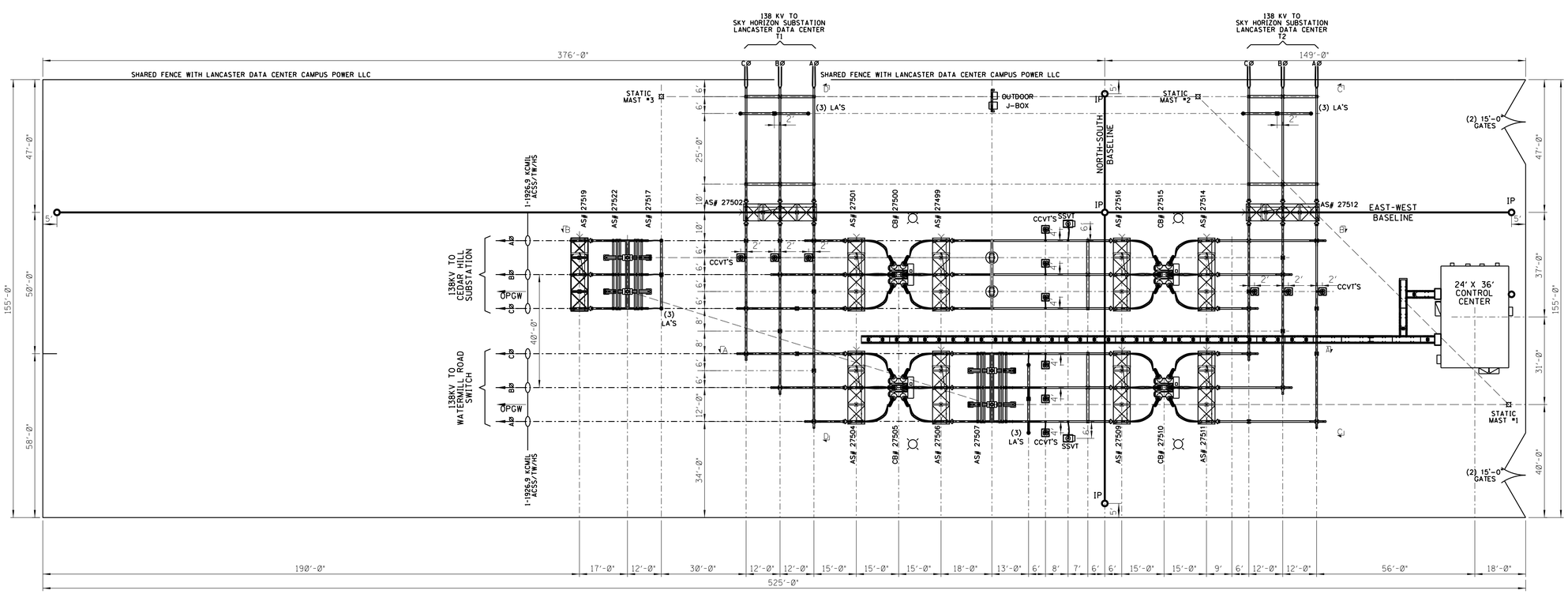
DATE 02/21/24
SCALE AS SHOWN
JOB NO. 4323

C03-08

E 84881-000
SHEET NO. 001

Switching Station Elevation

Case Number Z24-14



PRELIMINARY

CD
848810001

ONCOR
TRANSMISSION ENGINEERING

REVISION DESCRIPTION	DATE	VER.	STD NO.	WORK CENTER DALLAS	METRO EAST
DRAWN. CH.	APP.	APP.	APP.	REGION	W.A. 0P151439
W.A.	NO.	DATE			

SCALE 1" = 20'-0"
UNIT ID BBYSW
LIST OF DRAWINGS 848899001

BRADBERRY SWITCH
EQUIPMENT LAYOUT

DATE 08-08-23
DWN. DJLA
CH. M&S
ENG. DJLA
APP.
APP.

E 84881-000
SHEET NO. 001

FOLD

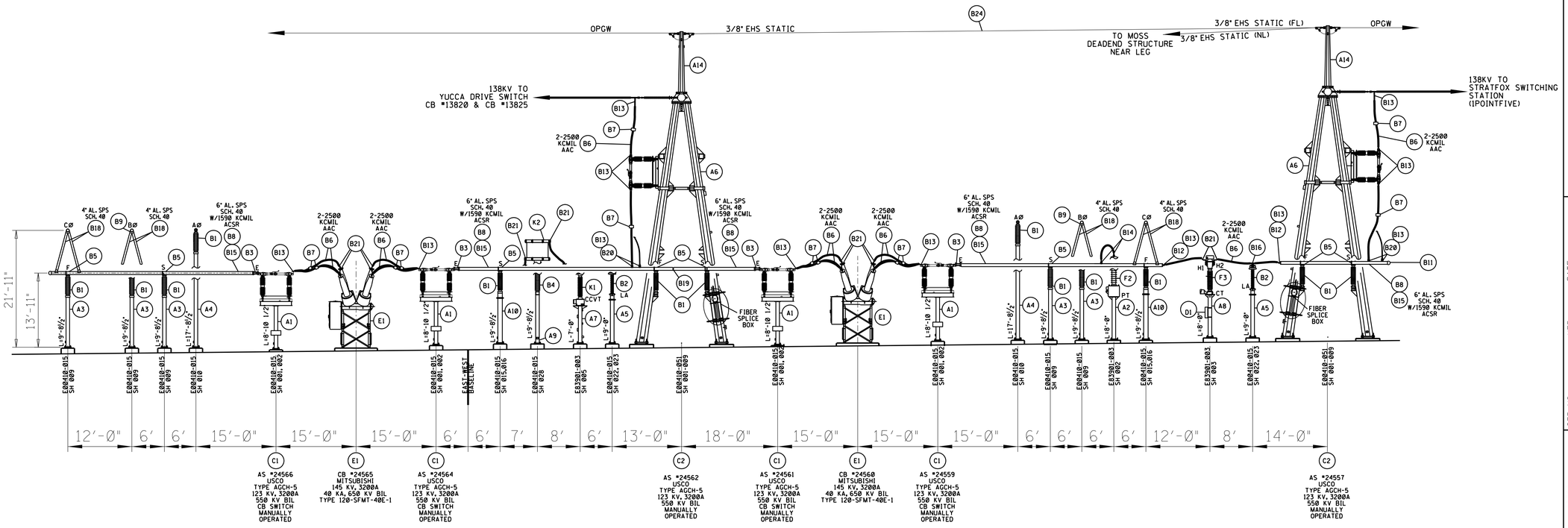
FOLD

***************DGNSPEC**************
PLOTTED BY : ********NAME*******
DATE PLOTTED : ********DATE*******

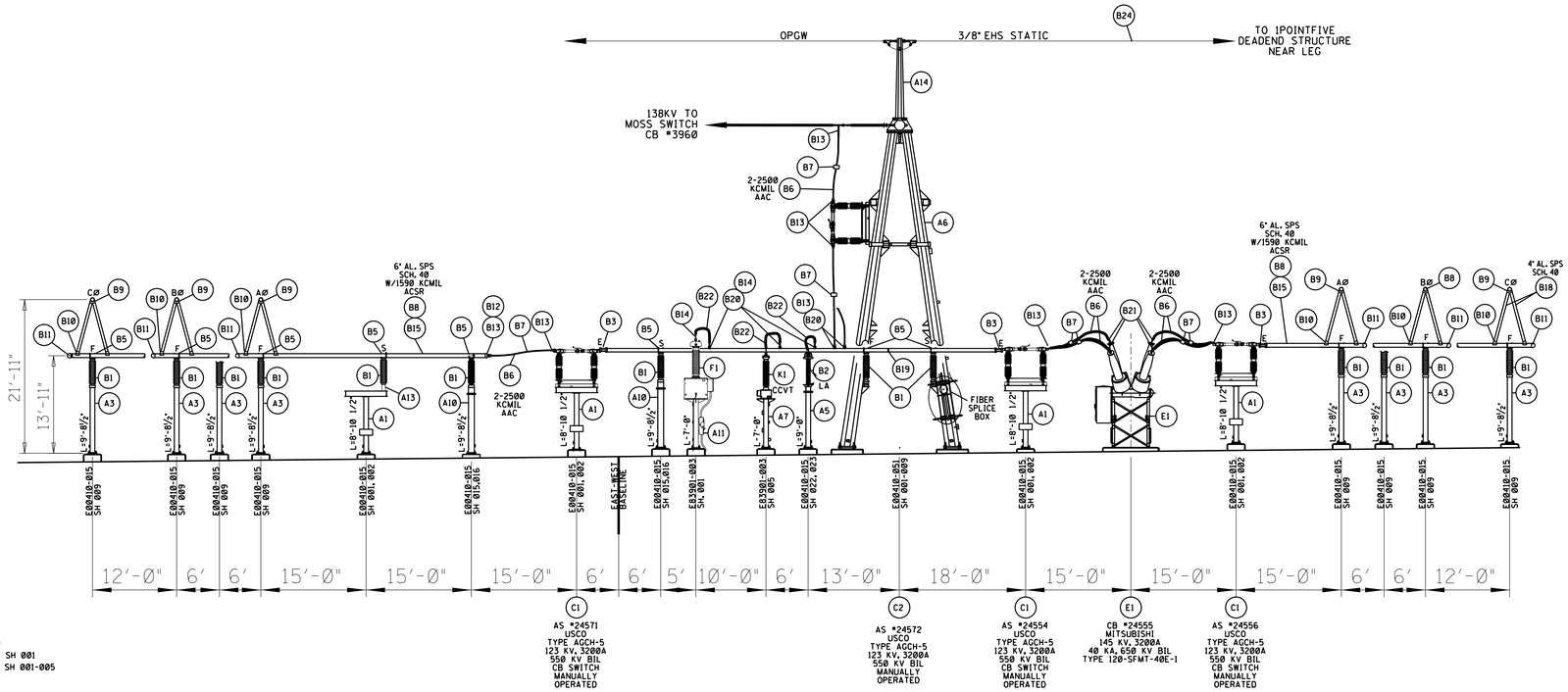
E 83901-001
SHEET NO. 001

Switching Station Elevation

Case Number Z24-14



SECTION "A-A"



SECTION "B-B"

LEGEND

E - EXPANSION FITTING
S - SLIP (SLIDING) FITTING
F - WELD FITTING TO BUS

REFERENCE DRAWINGS:

EQUIPMENT LAYOUT..... E83901-000 SH 001
EQUIPMENT DETAILS..... E83901-002 SH 001-005
BILL OF MATERIAL 839070001

NOTES

1. ALL TUBULAR BUS TUBING T6063-T6 & FLEXIBLE CONDUCTORS ARE RATED PER THE FOLLOWING TABLE AS 50 DEG C RISE OVER 40 DEG C AMBIENT.

ALUMINUM BUS (TUBULAR) AMPACITY: ONCOR DEFINED AS		
TSN#	BUS DEFINED	AMPS
325181	6" SCH.40, T6063-T6 ALLOY, SEAMLESS	4435A
323177	4" SCH.40, T6063-T6 ALLOY, SEAMLESS	2954A
380414	DOUBLE 2500AAC CONDUCTOR PER PHASE	3484A

2. ALL TUBULAR BUS SPANS SHOWN ARE RATED FOR UP TO 40kA FAULT CURRENT. AT THIS FAULT CURRENT LEVEL, THE MAX SPAN LENGTH USING HIGH STRENGTH INSULATORS, TSN NUMBER 313268, ANSI TR287, IS 30 FEET FOR 12' PHASE TO PHASE BUS SPACING. FOR FAULT CURRENTS GREATER THAN 40kA EXTRA BUS SUPPORTS MAY BE REQUIRED AND SHOULD BE EVALUATED BY THE ENGINEER.

3. BUS DAMPING CONDUCTOR IS REQUIRED AS OUTLINED IN THE FOLLOWING TABLE:

DAMPER CABLE	
TUBULAR BUS DEFINED	CABLE SIZE
6" SCH.40, T6063-T6 ALLOY, SEAMLESS	SINGLE 1590ACSR CONDUCTOR PER PHASE

FOLD

CD 839010101

ONCOR

TRANSMISSION ENGINEERING

WORK CENTER	ODESSA	STD NO.		VER.		DATE			
								DRAWN.	CH.
							DULA	M&S	DULA
									JP
REVISION DESCRIPTION									
ADD 3-PHASE BUS SUPPORT									

REGION	METRO WEST	W.A.	0PT49486	W.A.	APP.
			0PT49486	1	12-20-2023
				NO.	DATE

UNIT ID	RWYSW	LIST OF DRAWINGS A-839089901	APP.	APP.
RACEWAY SWITCH EQUIPMENT ELEVATIONS SECTIONS "A-A" & "B-B"				
SCALE	1"=10'	DWN. GEL	CH. M&S	ENG. DULA
DATE 05-08-2023				

E 83901-001
SHEET NO. 001

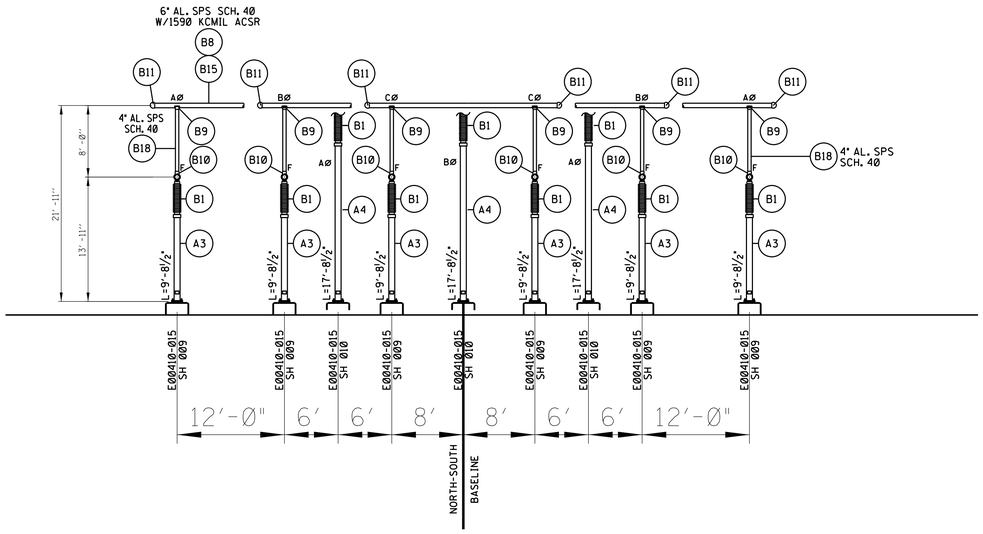
FOLD

FOLD

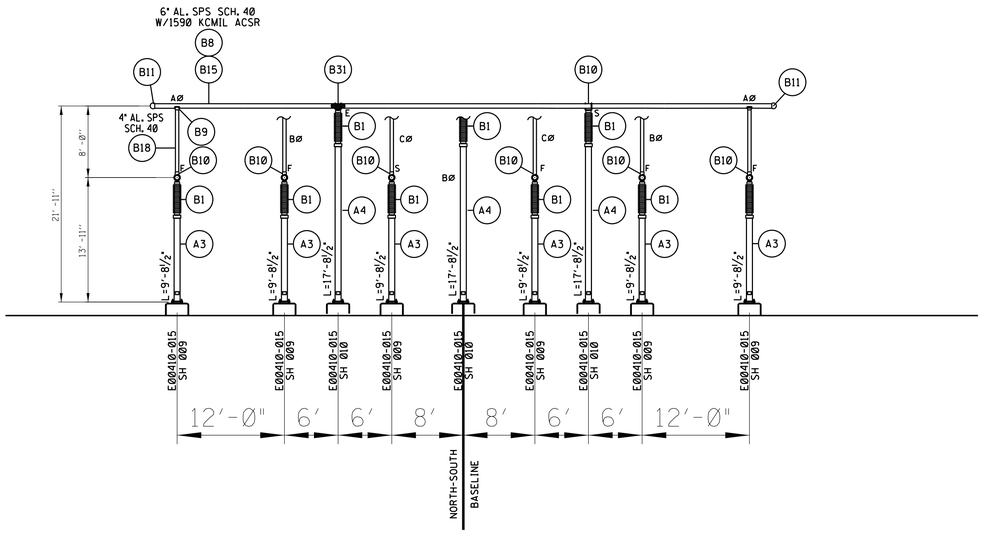
##########DGNSPEC##########
PLOTTED BY : ########NAME#######
DATE PLOTTED : ########DATE#######

Switching Station Elevation

Case Number Z24-14



SECTION "C-C"



SECTION "D-D"

LEGEND

E - EXPANSION FITTING
S - SLIP (SLIDING) FITTING
F - WELD FITTING TO BUS

REFERENCE DRAWINGS:

EQUIPMENT LAYOUT_____E83901-000 SH 001
EQUIPMENT DETAILS_____E83901-002 SH 001-005
BILL OF MATERIAL _____ 839070001

NOTES

1. ALL TUBULAR BUS TUBING T6063-T6 & FLEXIBLE CONDUCTORS ARE RATED PER THE FOLLOWING TABLE AS 50 DEG C RISE OVER 40 DEG C AMBIENT.

ALUMINUM BUS (TUBULAR) AMPACITY: ONCOR DEFINED AS		
TSN#	BUS DEFINED	AMPS
323181	6" SCH.40, T6063-T6 ALLOY, SEAMLESS	4435A
323177	4" SCH.40, T6063-T6 ALLOY, SEAMLESS	2954A
386414	DOUBLE 2500AAC CONDUCTOR PER PHASE	3404A

2. ALL TUBULAR BUS SPANS SHOWN ARE RATED FOR UP TO 40kA FAULT CURRENT. AT THIS FAULT CURRENT LEVEL, THE MAX SPAN LENGTH USING HIGH STRENGTH INSULATORS, TSN NUMBER 313268, ANSI TR287, IS 30 FEET FOR 12' PHASE TO PHASE BUS SPACING. FOR FAULT CURRENTS GREATER THAN 40kA EXTRA BUS SUPPORTS MAY BE REQUIRED AND SHOULD BE EVALUATED BY THE ENGINEER.

3. BUS DAMPING CONDUCTOR IS REQUIRED AS OUTLINED IN THE FOLLOWING TABLE:

DAMPER CABLE	
TUBULAR BUS DEFINED	CABLE SIZE
6" SCH.40, T6063-T6 ALLOY, SEAMLESS	SINGLE 1590ACSR CONDUCTOR PER PHASE

CD
839010102

ONCOR
TRANSMISSION ENGINEERING

REVISION DESCRIPTION	DRAWN.	CH.	APP.	APP.	APP.

STD NO.	VER.	DATE

WORK CENTER	REGION	W.A.	NO.	DATE
ODESSA	METRO WEST	WP149486		

UNIT ID	LIST OF DRAWINGS
RMYSW	A-839089901

RACEWAY SWITCH
EQUIPMENT ELEVATIONS
SECTIONS "C-C" & "D-D"

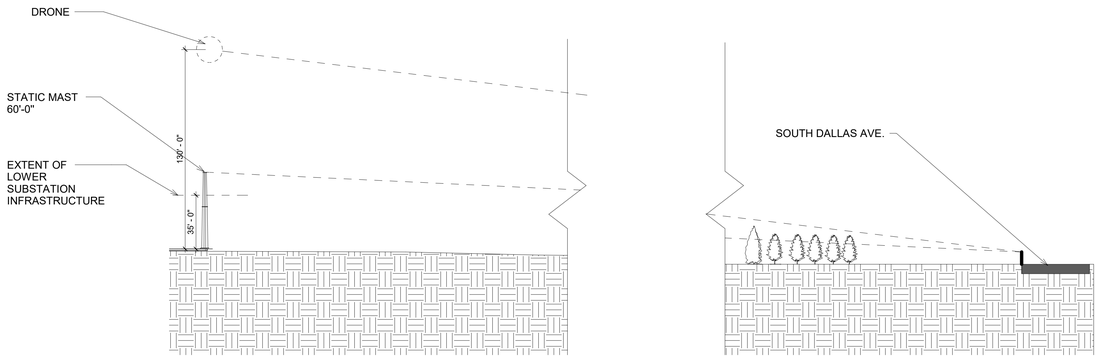
SCALE	DWN.	CH.	ENG.	APP.	APP.
1/8"=1'	GEL	M&S	DJLA	JP	

DATE 05-08-2023

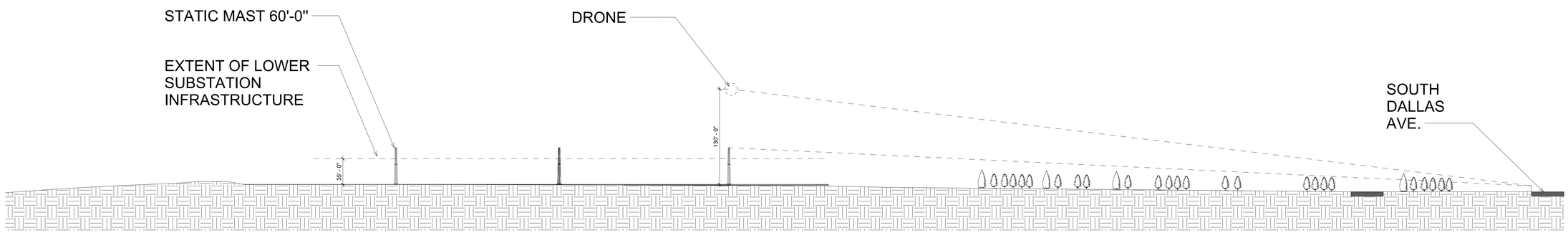
E 83901-001
SHEET NO. 002

Line of Site Rendering

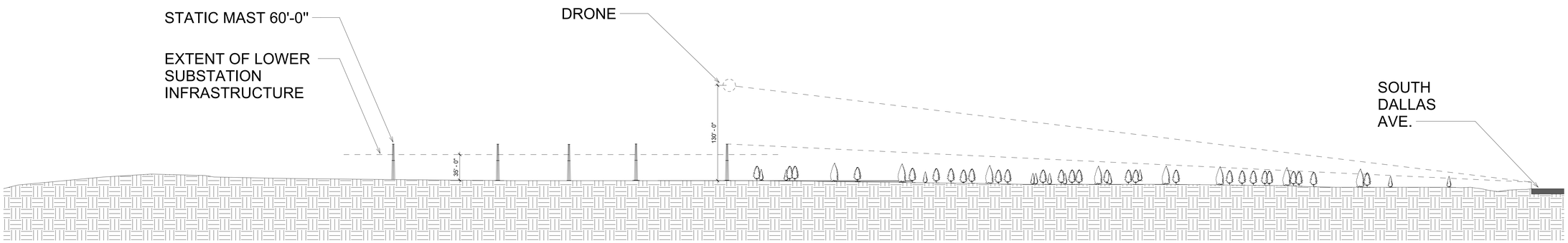
Case Number Z24-14



3 ENLARGED Site Section 1
1" = 40'-0"



2 Site Section 2
1" = 60'-0"



1 Site Section 1
1" = 60'-0"

CORGAN

CORGAN
401 N. Houston St
Dallas, TX 75202
T: 214-748-2000

SYSKA HENNESSY GROUP

BGE

AG/E

	ISSUES	
1	02.29.2024	TKD MASTERPLAN
2	03.28.2024	TKD SCHEMATIC DESIGN
3		
4		
5		
6		
7		
8		
9		
10		

	REVISIONS	

This Document was produced by or under the authority of Registered Architect:

James Cober

This document is incomplete and may not be used for regulatory approval, permit or construction.

Date of issue:
03.28.2024

LAN 01
CORE & SHELL

2401 SOUTH DALLAS AVE.
LANCASTER, TX 75146.

SITE SECTION

JOB 23330.0100
DATE 01.31.2024
SHEET

A01-04

3/20/2024 6:32:23 PM A01-04 SITE SECTION

Proposed Transmission Line Location

NO.	DATE	REVISION DESCRIPTION	DRAWN	CH.	ENG.	ENG.

ONCOR

TRANSMISSION ENGINEERING

WATERMILL SW - CEDAR HILL SW 138 kV LINE:
BRADBERRY SWITCH CUT-IN
PROPOSED ROUTE

CD	SCALE		LIST OF DRAWINGS		UNIT ID		A
	W.A.		REGION		WORK CENTER		SHEET NO.
	DATE	DWN.	CH.	ENG.	APP.	APP.	

W.A.

Example
Picture
WARNING
KEEP OUT!

Example
Picture

Example Picture

City of Lancaster

2401 S Dallas Ave
Zoned: LI

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

TargetParcel
Export_Output
Downtown Districts

0 150 300 600 Feet

Date: 3/5/2024

Exhibit 1

Metes & Bounds

Case Number: Z24-14

BEING, all of that 19.738 acre (859,768 square foot) tract of land situated in the Samuel T. Bledsoe Survey, Abstract No. 119, and the William C. Walker Survey, Abstract No. 1529, in the City of Lancaster, Dallas County, Texas; being all of that called 109.693 acre tract of land described in Special Warranty Deed to Lancaster Data Center Campus, LP. as recorded in Instrument No. 202300069910 of the Official Public Records of Dallas County, Texas; said 19.738 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING, at a Texas Power & Light concrete monument found at the southeast corner of said Lancaster Data tract; said point being the northeast corner of that tract of land described in Exchange Warranty Deed to Texas Power & Light Company as recorded in Volume 83129, Page 1155 of the Deed Records of Dallas County, Texas; said point being in the northwest right-of-way line of State Highway 342 (variable width right-of-way);

THENCE, North 51 degrees 35 minutes 27 seconds West, departing the northwest line of said State Highway 342, a distance of 1,685.72 feet to a point for corner;

THENCE, North 38 degrees 24 minutes 33 seconds East, a distance of 522.59 feet to a point for corner;

THENCE, South 51 degrees 35 minutes 27 seconds East, a distance of 1,475.11 feet to a point for corner;

THENCE, South 38 degrees 24 minutes 33 seconds West, a distance of 100.00 feet to a point for corner;

THENCE, South 51 degrees 35 minutes 27 seconds East, a distance of 210.12 feet to a point for corner in the southeast line of said Lancaster Data tract and the northwest line of said State Highway 342;

THENCE, South 38 degrees 20 minutes 35 seconds West, along the southeast line of said Lancaster Data tract and the northwest line of said State Highway 342, a distance of 422.59 feet to the POINT OF BEGINNING and containing an area of 19.738 acres or 859,768 square feet of land, more or less.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Site Plan

Case Number Z24-14

SITE DATA SUMMARY TABLE

GENERAL SITE DATA	LOT 3, BLOCK 1
ZONING	LIGHT INDUSTRIAL
LAND USE	SUBSTATION
LOT 1 AREA	859,768 SF/19.738 AC
PARKING	
PARKING REQUIRED	2 SPACES (SUBSTATION)
PARKING PROVIDED	2
ADA PARKING REQUIRED*	1
ADA PARKING PROVIDED	1

*NOTE: HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- SS — EXISTING SANITARY SEWER AND MANHOLE
- W — EXISTING WATER AND FIRE HYDRANT
- EXISTING STORM LINE
- OHE — EXISTING OVERHEAD ELECTRIC
- GAS — EXISTING GAS LINE
- UGE — EXISTING UNDERGROUND ELECTRIC
- GAS — PROPOSED GAS LINE
- SS — PROPOSED SANITARY SEWER
- W — PROPOSED WATER
- PROPOSED STORM LINE
- PROPOSED MANHOLE
- PROPOSED IRRIGATION METER
- PROPOSED DOMESTIC METER
- PROPOSED GATE VALVE
- FIRE DEPARTMENT CONNECTION
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED WYE INLET
- PROPOSED CURB INLET
- PP — POWER POLE

KEY

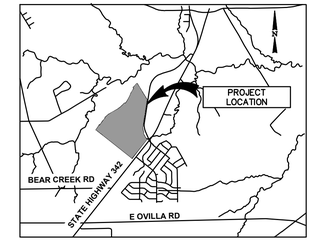
TYP	TYPICAL	PP	POWER POLE
BFR	BARRIER FREE RAMP	ESMT	EASEMENT
FH	FIRE HYDRANT	◯	NUMBER OF PARKING SPACES
MH	SEWER MANHOLE	STMH	STORM MANHOLE
GI	GRATE INLET	WYE	WYE INLET
CI	CURB INLET	FDC	FIRE DEPARTMENT CONNECTION

NOTES:

1. CONTRACTOR TO NOTIFY ENGINEER IF EXISTING CONDITIONS VARY FROM THOSE SHOWN.
2. ALL WORK AND MATERIALS SHALL COMPLY WITH CITY AND COUNTY REGULATIONS AS WELL AS O.S.H.A STANDARDS.
3. ALL DIMENSIONS ARE TO THE FACE OR CURB UNLESS OTHERWISE NOTED.
4. ALL FIRE LANE RADII ARE 20-FEET MINIMUM.
5. ALL FIRE LANES ARE 24-FEET WIDE MINIMUM.
6. HANDICAP PARKING AND MARKING SHALL BE IN ACCORDANCE WITH ADA STANDARDS.
7. ALL SCREENING SHALL BE IN ACCORDANCE WITH CITY OF LANCASTER REQUIREMENTS.
8. FIRE HYDRANTS SHALL BE SPACED AT MAXIMUM 300 FEET AS MEASURED ALONG THE LENGTH OF THE FIRE LANE.
9. FIRE HYDRANT ASSEMBLY SHALL HAVE 8 INCH SERVICE CONNECTION.
10. FIRE DEPARTMENT CONNECTION SHALL BE WITHIN 50 FEET OF FIRE HYDRANT.
11. WATER SHALL HAVE A MINIMUM DEPTH OF COVER OF 48 INCHES.
12. SANITARY SEWER PIPE SHALL BE SDR-35 FOR DEPTHS LESS THAN 10 FEET AND SDR-26 FOR DEPTHS 10 FEET OR GREATER.
13. WATER AND SANITARY SEWER CROSSINGS SHALL BE IN ACCORDANCE WITH TCEQ STANDARDS.
14. CONTRACTOR TO COORDINATE WITH RESPECTIVE COMPANY FOR ANY RELOCATIONS, INCLUDING POWER POLES, LIGHT POLES, AND ELECTRICAL BOXES.
15. MAJOR AND MINOR DRAINAGE SYSTEM COMPONENTS DEDICATED TO AND ACCEPTED BY THE CITY WILL BE MAINTAINED BY THE CITY.

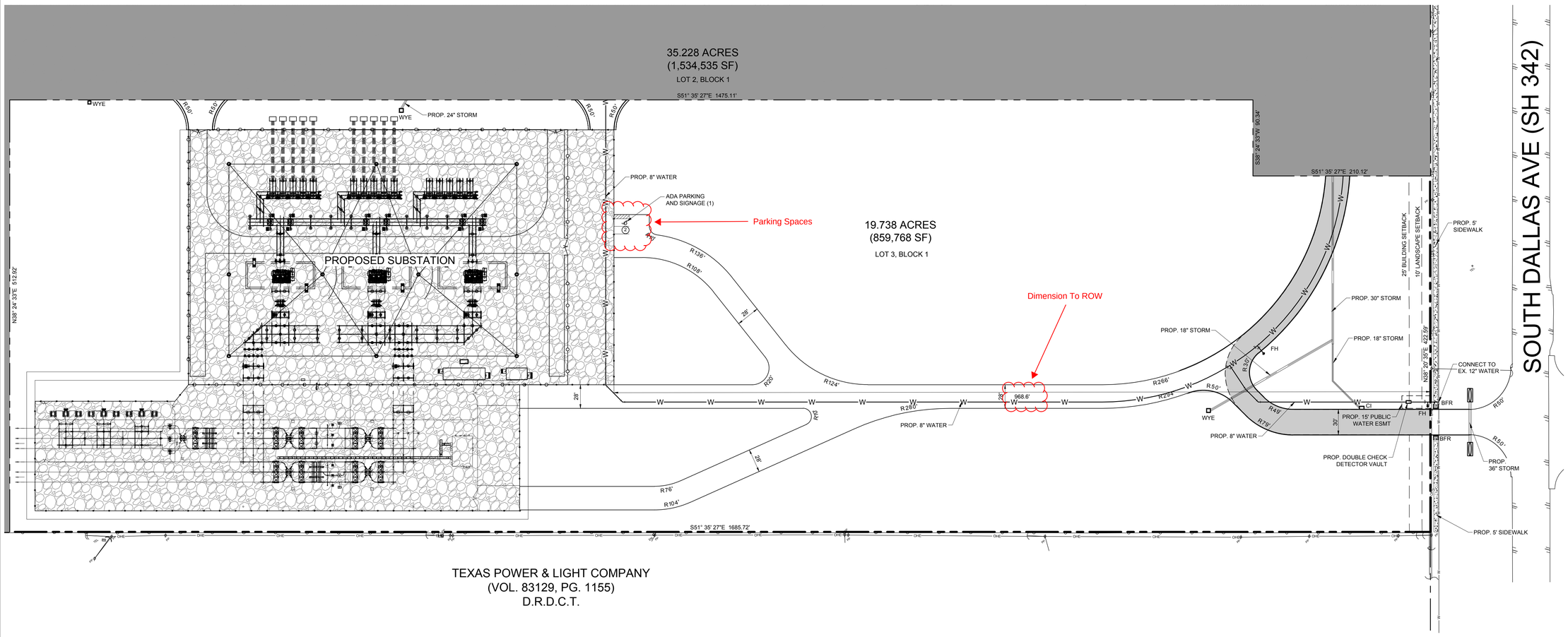
0 30 60 120

SCALE: 1" = 60'



VICINITY MAP

(NOT TO SCALE)



!!WARNING!!

EXISTING UNDERGROUND UTILITIES. CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES AND COORDINATE WITH CORRESPONDING COMPANY PRIOR TO CONSTRUCTION.

BEFORE YOU DIG, CALL DIG TESS
1-800-DIG-TESS

SITE PLAN
CASE NUMBER: Z24-14
LANCASTER DATA CENTER
LOT 3, BLOCK 1
19.738 ACRES OR 859,768 SQ. FT.
WILLIAM C. WALKER SURVEY, ABSTRACT NO. 1528
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

OWNER/DEVELOPER
BANDERA VENTURES
5820 W. NORTHWEST HWY, SUITE 200
DALLAS, TEXAS 75225
TEL: (214) 334-2862
CONTACT: MATT ASHBAUGH

ENGINEER
BGE, INC.
2595 DALLAS PKWY, SUITE 101
FRISCO, TEXAS 75034
TEL: (972) 464-4865
CONTACT: NICK HOBBS

DATE PREPARED: 03/19/2024

BGE, Inc.
2595 Dallas Parkway, Suite 101
Frisco, TX 75034
Tel: 972-464-4800 ● www.bgeinc.com
TBPE Registration No. F-1046

Copyright 2022

OWNER/DEVELOPER
BANDERA VENTURES
5820 W. Northwest Hwy, Suite. 200
Dallas, TX 75225
Tel: 214-334-2862
mashbaugh@banderaventures.com

SUP SITE PLAN

LANCASTER DATA CENTER
BLOCK 1, LOTS 1, 2, AND 3
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

THESE PLANS ARE ISSUED FOR THE PURPOSE OF PRELIMINARY REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION. WHEN ISSUED IN FINAL FORM THEY WILL BE SEALED, SIGNED AND DATED.

RESPONSIBLE ENGINEER:
BGE, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1046
NICHOLAS D. HOBBS, P.E.
TEXAS REGISTRATION NO. 112949
MARCH 19, 2024

!!CAUTION !!

Contractor to Verify exact location & Depth of Exist Facilities Prior to any Construction Activities

CAUTION !!!

CONTACT: 1-800-DIG-TESS
48 HOURS PRIOR TO CONSTRUCTION

REVISIONS

REV NO.	DATE	DESCRIPTION

CHECKED BY: NDH
DESIGNED BY: EJB
DATE: MARCH 2024
PROJECT NUMBER: 10579-01

SHEET NO.
SUP-1.0

G:\TXN\Projects\Bandera_Ventures\10579-00\19_963_sc_Lancaster\LDAT\001_CADD\01_SHTS\SUP SITE PLAN\10579_SUP SITE PLAN.dwg Mar 19, 2024-3:54pm dobrosz4z
BGE, INC.

Proposed Transmission Line Location

NO.	DATE	REVISION DESCRIPTION	DRAWN	CH.	ENG.	ENG.

ONCOR

TRANSMISSION ENGINEERING

WATERMILL SW - CEDAR HILL SW 138 kV LINE:
BRADBERRY SWITCH CUT-IN
PROPOSED ROUTE

CD	SCALE		LIST OF DRAWINGS		UNIT ID		A
	W.A.		REGION		WORK CENTER		SHEET NO.
	DATE	DWN.	CH.	ENG.	APP.	APP.	

W.A.

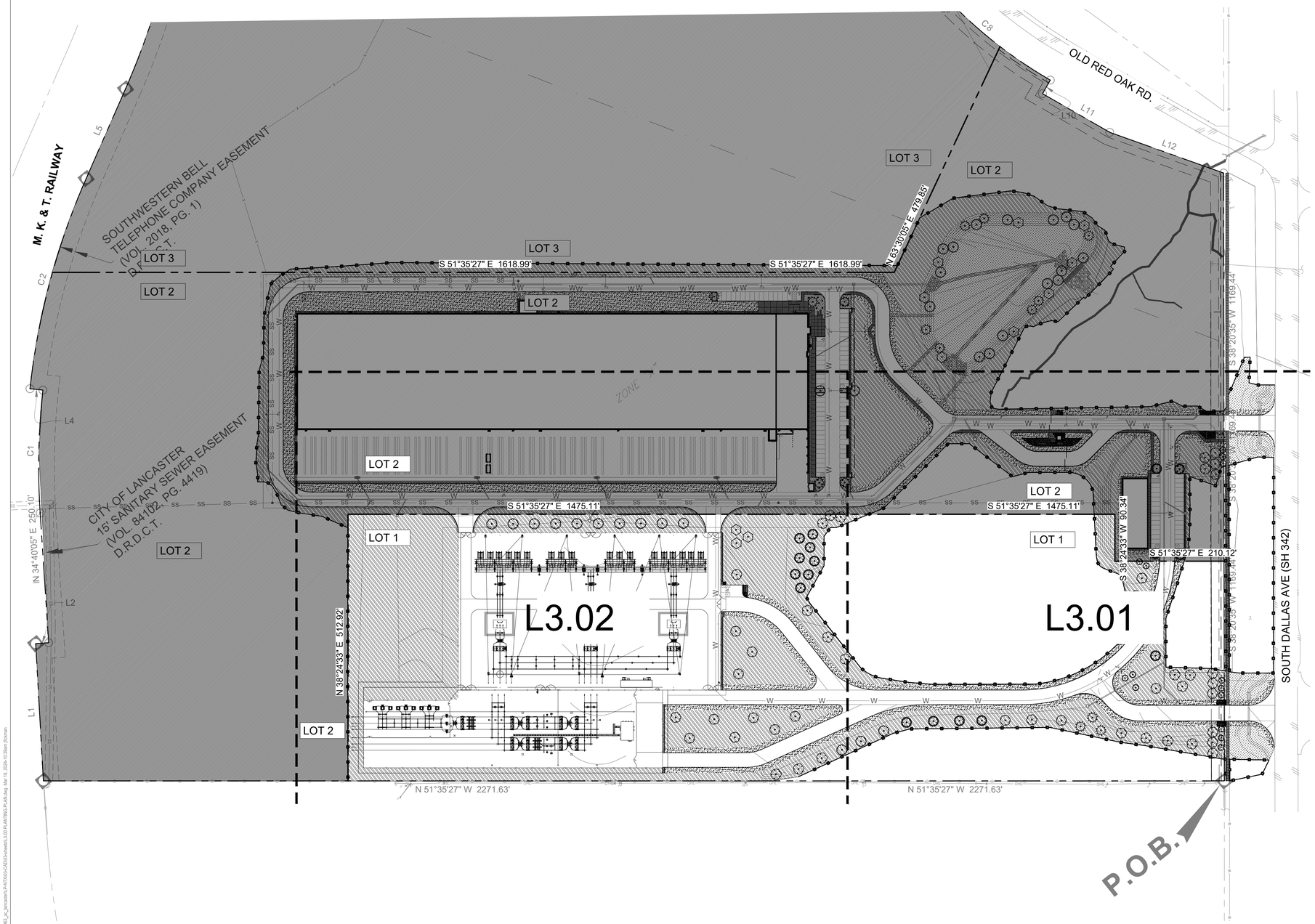
Example
Picture
WARNING
KEEP OUT!

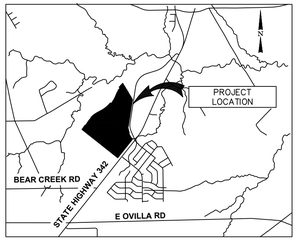
Example
Picture

Example Picture

Case Number Z24-14

Landscape Plan





VICINITY MAP
(NOT TO SCALE)

Irrigation: To be design build by Landscape Contractor

BGE, Inc.
2595 Dallas Parkway, Suite 101
Frisco, TX 75034
Tel: 972-464-4800 ● www.bgeinc.com
TBPE Registration No. F-1046

Copyright 2022

OWNER/DEVELOPER
BANDERA VENTURES
5820 W. Northwest Hwy, Suite. 200
Dallas, TX 75225
Tel: 214-334-2862
mashbaugh@banderaventures.com

LANDSCAPE ARCHITECTURE SUBMITTAL

OVERALL LANDSCAPE PLAN

Z24-14 SKYBOX DATA CENTER SUP
BLOCK 1, LOT 1
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

PRELIMINARY
NOT FOR
CONSTRUCTION

03.18.2024

0 50 100 200
SCALE: 1" = 100'

!!CAUTION !!

Contractor to Verify exact location & Depth of Exist Facilities Prior to any Construction Activities

CAUTION !!!
CONTACT: 1-800-DIG-TESS
48 HOURS PRIOR TO CONSTRUCTION

CONTRACTOR TO FIELD VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION

REVISIONS

REV NO.	DATE	DESCRIPTION

CHECKED BY: JF
DESIGNED BY: HM
DATE: 03.11.2024
PROJECT NUMBER: 10579-01

Texas 811
Know what's below. Call before you dig.

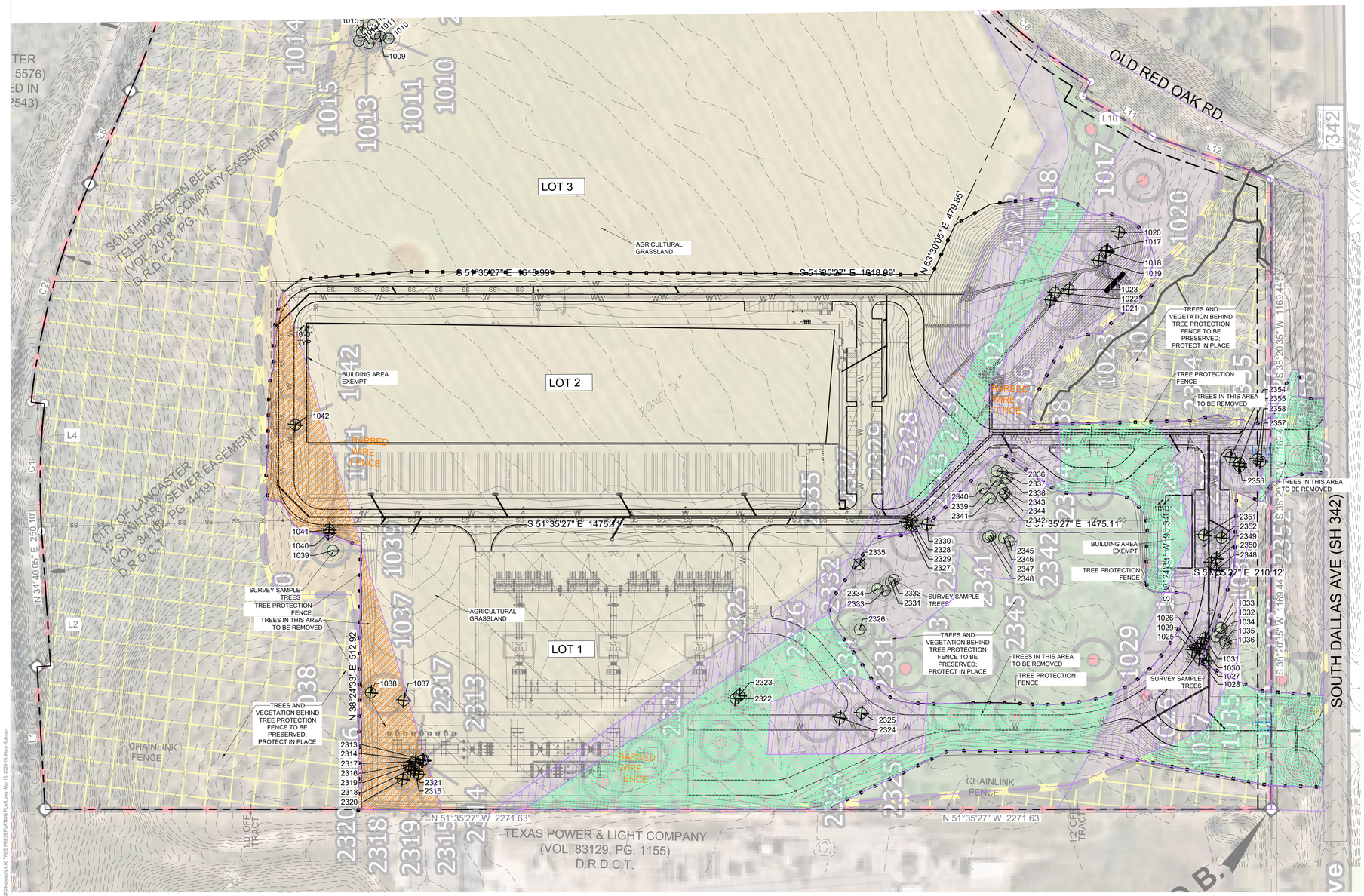
BEFORE YOU DIG, CALL DIG TESS
1-800-DIG-TESS

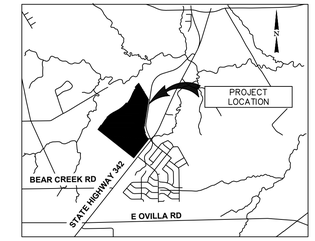
SHEET NO.
L3.00
OVERALL LANDSCAPE PLAN

BGE, INC.

Case Number Z24-14

Tree Preservation Plan





VICINITY MAP
(NOT TO SCALE)

LEGEND

- TREE TO BE PRESERVED
- TREE TO BE REMOVED
- OFFSITE TREE TO REMAIN
- TREE PROTECTION FENCE

DECIDUOUS VEGETATION COMMUNITY:

TOTAL AREA IMPACTED: 77,897 SF (1.79 AC)
EST CALIPER INCHES PER AC: 329"

TOTAL MITIGATION REQUIRED: 588"

LOT 1
AREA IMPACTED: 36,154 SF (0.8299 AC)
EST CALIPER INCHES PER AC: 329"

LOT 1 MITIGATION REQUIRED: 273"

LOT 2
AREA IMPACTED: 41,743 SF (0.9583 AC)
EST CALIPER INCHES PER AC: 329"

LOT 2 MITIGATION REQUIRED: 315"

MIXED VEGETATION COMMUNITY:

TOTAL AREA IMPACTED: 263,134 SF / 6.04 AC
EST CALIPER INCHES PER AC: 234.4"

TOTAL MITIGATION REQUIRED: 1,416"

LOT 1
AREA OF IMPACT: 110,310 SF (2.53 AC)
EST CALIPER INCHES PER AC: 234.4"

LOT 1 MITIGATION REQUIRED: 593"

LOT 2
AREA IMPACTED: 152,824 SF (3.51 AC)
EST CALIPER INCHES PER AC: 234.4"

LOT 2 MITIGATION REQUIRED: 823"

MIXED 2 VEGETATION COMMUNITY:

TOTAL AREA IMPACTED: 268,631 SF (6.17 AC)
EST CALIPER INCHES PER AC: 24"

TOTAL MITIGATION REQUIRED: 148"

LOT 1
AREA OF IMPACT: 179,414 SF (4.12 AC)
EST CALIPER INCHES PER AC: 24"

LOT 1 MITIGATION REQUIRE: 99"

LOT 2
AREA IMPACTED: 89,217 SF (2.05 AC)
EST CALIPER INCHES PER AC: 24"

LOT 2 MITIGATION REQUIRED: 49"

LOT 1 MITIGATION REQUIRED: 965"

LOT 2 MITIGATION REQUIRED: 1,187"

NOTE: REFER TO TREE SURVEY SUMMARY REPORT & TREE DATA TABLE:

BGE, Inc.
2595 Dallas Parkway, Suite 101
Frisco, TX 75034
Tel: 972-464-4800 ● www.bgeinc.com
TBPE Registration No. F-1046

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mashbaugh@banderaventures.com

LANDSCAPE ARCHITECTURE SUBMITTAL
TREE PRESERVATION PLAN
Z24-14 SKYBOX DATA CENTER SUP
BLOCK 1, LOT 1
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

PRELIMINARY
NOT FOR
CONSTRUCTION

03.18.2024

0 50 100 200
SCALE: 1" = 100'

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48 HOURS PRIOR TO CONSTRUCTION

CONTRACTOR TO FIELD VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION

REVISIONS

REV NO.	DATE	DESCRIPTION

CHECKED BY: JF
DESIGNED BY: HM
DATE: 03.11.2024
PROJECT NUMBER: 10579-01

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SHEET NO.
L3.00.A
TREE PRESERVATION PLAN

BGE, INC.

Case Number Z24-14

Tree Preservation Plan

Deciduous Community Tree Count Estimate									
Species	**DBH**	**Count**	**Community Estimate**	**Community Estimate Per Acre (Rounded)**		**Caliber Inches per acre**	**Tree Class**	Mitigation Ratio	Exempt Status
Cedar Elm	6	9	57	10		60	Class 1	1:1	N
	7	14	88	15		105	Class 1	1:1	N
	8	6	38	7		56	Class 1	1:1	N
	9	2	13	2		18	Class 1	1:1	N
	10	3	19	3		30	Class 1	1:1	N
	13	1	6	1		13	Class 1	1:1	N
	21	1	6	1		21	Class 1	1:1	N
	26	1	6	1		26	Class 1	1:1	N
Osage Orange	7	3	19	3		21	Class 3	0	Yes - Under 24"
						Total Estimate Per Acre			
						Class 1	329		
						Class 2	0		
						Class 3	0		
						Total Requried Mitigaton Inches per AC	329"		

Mixed Community Tree Count Estimate									
Species	**DBH**	**Count**	**Community Estimate**	**Community Estimate Per Acre (Rounded)**		**Caliber Inches per acre**	**Tree Class**	Mitigation Ratio	Exempt Status
Osage Orange	6	3	20	2		12	Class 3	0	Yes - Under 24"
	7	4	26	3		21	Class 3	0	Yes - Under 24"
	8	7	46	5		40	Class 3	0	Yes - Under 24"
	9	2	13	2		18	Class 3	0	Yes - Under 24"
	11	2	13	2		22	Class 3	0	Yes - Under 24"
	15	1	7	1		15	Class 3	0	Yes - Under 24"
	16	1	7	1		16	Class 3	0	Yes - Under 24"
	17	1	7	1		17	Class 3	0	Yes - Under 24"
	18	1	7	1		18	Class 3	0	Yes - Under 24"
Cedar Elm	6	7	46	5		30	Class 1	1:1	N
	7	1	7	1		7	Class 1	1:1	N
	8	3	20	2		16	Class 1	1:1	N
	9	1	7	1		9	Class 1	1:1	N
Eastern Cottonwood	15	1	7	1		15	Class 3	.4:1	N
	16	1	7	1		16	Class 3	.4:1	N
	17	1	7	1		17	Class 3	.4:1	N
	18	1	7	1		18	Class 3	.4:1	N
	23	1	7	1		23	Class 3	.4:1	N
Green Ash	6	2	13	2		12	Class 1	1:1	N
	8	1	7	1		8	Class 1	1:1	N
	10	1	7	1		10	Class 1	1:1	N
Hercules Club	10	1	7	1		10	Class 1	1:1	N
American Elm	7	1	7	1		7	Class 3	.4:1	N
	10	2	13	2		20	Class 1	1:1	N
	12	3	20	2		24	Class 1	1:1	N
	16	2	13	2		32	Class 1	1:1	N
	18	1	7	1		18	Class 1	1:1	N
						Total Estimate Per Acre			
						Class 1	196		
						Class 2	0		
						Class 3	96		
						Total Requried Mitigaton Inches per AC	234.4"		

Mixed 2 Community Tree Count Estimate									
Species	**DBH**	**Count**	**Community Estimate**	**Community Estimate Per Acre (Rounded)**		**Caliber Inches per acre**	**Tree Class**	Mitigation Ratio	Exempt Status
Pecan	8	1	7	1		8	Class 1	1:1	N
	16	1	7	1		16	Class 1	1:1	N
Osage Orange	8	1	7	1		8	Class 3	0	Yes - Under 24"
						Total Estimate Per Acre			
						Class 1	24		
						Class 2	0		
						Class 3	0		
						Total Requried Mitigaton Inches per AC	24"		

NOTE: PER CITY ORDINANCE NO. 2017-06-21, FOR PROTECTED TREES, PAYMENT WILL BE MADE IN THE AMOUNT OF $160.00 PER 1" DBH. IN THE CASE WHEN AT LEAST 50% OF THE REQUIRED MITIGATION IS PROVIDED BY IN-SITE OR OFF-SITE PLANTING, A REDUCTION TO NOT LESS THAN $100 PER 1" DBH MAY BE ALLOWED

NOTE: TREE MITIGATION INCHES CALCULATED BY A 1:1 MITIGATION RATIO

DECIDUOUS VEGETATION COMMUNITY:

TOTAL AREA PRESERVED: 21,823 SF (0.5010 AC)
EST CALIPER INCHES PER AC: 329"

TOTAL MITIGATION CREDIT EARNED: 165"

LOT 1
AREA PRESERVED: 0 SF (0.0 AC)
EST CALIPER INCHES PER AC: 329"

LOT 1 MITIGATION REQUIRED: 0"

LOT 2
AREA PRESERVED: 21,823 SF (0.5010 AC)
EST CALIPER INCHES PER AC: 329"

LOT 2 MITIGATION CREDIT EARNED: 165"

MIXED VEGETATION COMMUNITY:

TOTAL AREA PRESERVED: 125,988 SF (2.89 AC)
EST CALIPER INCHES PER AC: 234.4"

TOTAL MITIGATION CREDIT EARNED: 678"

LOT 1
AREA PRESERVED: 57,827 SF (1.33 AC)
EST CALIPER INCHES PER AC: 234.4"

LOT 1 MITIGATION CREDIT EARNED: 311"

LOT 2
AREA PRESERVED: 68,161 SF (1.56 AC)
EST CALIPER INCHES PER AC: 234.4"

LOT 2 MITIGATION CREDIT EARNED: 367"

MIXED 2 VEGETATION COMMUNITY:

TOTAL AREA PRESERVED: 213,316 SF (4.90 AC)
EST CALIPER INCHES PER AC: 24"

TOTAL MITIGATION CREDIT EARNED: 118"

LOT 1
AREA PRESERVED: 203,185 (4.66 AC)
EST CALIPER INCHES PER AC: 24"

LOT 1 MITIGATION CREDIT EARNED: 111.8"

LOT 2
AREA PRESERVED: 47,458 SF (1.09 AC)
EST CALIPER INCHES PER AC: 24"

LOT 2 MITIGATION CREDIT EARNED: 26"

LOT 1 TREE MITIGATION
MITIGATION INCHES REQUIRED: 965"

INCHES PRESERVED: 422"
INCHES PLANTED: 220"
INCHES PROVIDED: 642"

MITIGATION INCHES REMAINING: 323"

LOT 2 TREE MITIGATION
MITIGATION REQUIRED: 1,187"

INCHES PRESERVED: 1,087"
INCHES PLANTED: 117"
INCHES PROVIDED: 1,204"

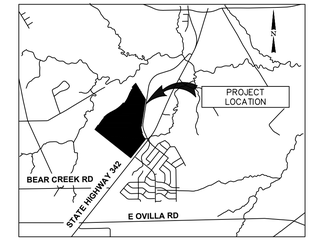
MITIGATION INCHES REMAINING: 0"

TOTAL COMBINED TREE MITIGATION
MITIGATION REQUIRED: 2,152"

INCHES PRESERVED: 1,509"
INCHES PLANTED: 337"
INCHES PROVIDED: 1,846"

TOTAL MITIGATION INCHES REMAINING: 306" / 102 TREES @ 3" CAL.

50% MITIGATION INCHES NEEDED FOR COST REDUCTION: : 1,076" MIN.
AMOUNT TO BE PAID TO CITY TREE FUND @ $100 PER INCH: 306" / $30,600



VICINITY MAP
(NOT TO SCALE)

CONTRACTOR TO FIELD VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION

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mashbaugh@banderaventures.com

LANDSCAPE ARCHITECTURE SUBMITTAL

TREE DATA TABLE

Z24-14 SKYBOX DATA CENTER SUP
BLOCK 1, LOT 1
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

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CHECKED BY: JF
DESIGNED BY: HM
DATE: 03.11.2024
PROJECT NUMBER: 10579-01

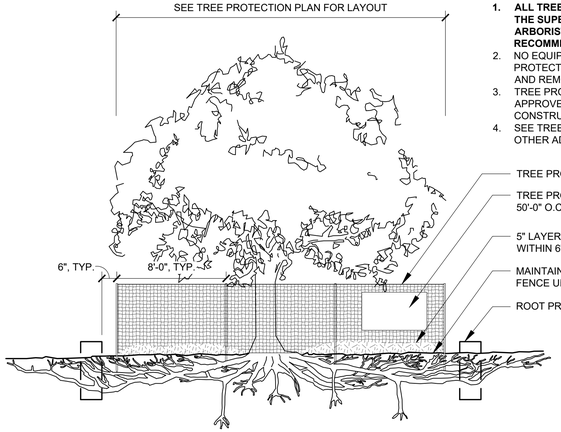
SHEET NO.
L3.00.A1
TREE DATA TABLE

G:\TXA\Projects\bandera_ventures\10579-00-TB_BFG_sc_lp\cad\L3.A1\03-CAD\03-drawings\L4.00 TREE PRESERVATION PLAN.dwg Mar 18, 2024-10:40am Bdrake

BGE, INC.

Landscape Plan

Case Number Z24-14

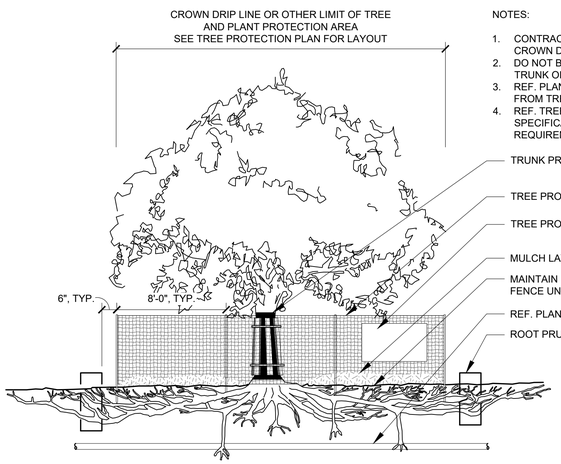


NOTES:

1. **ALL TREE AND ROOT PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF AN I.S.A. CERTIFIED ARBORIST. ARBORIST SHALL MAKE ALL FINAL ROOT PRUNING RECOMMENDATIONS TO OWNERS.**
2. NO EQUIPMENT SHALL OPERATE INSIDE THE TREE PROTECTION FENCE INCLUDING DURING FENCE INSTALLATION AND REMOVAL.
3. TREE PROTECTION FENCE LAYOUT AND INSTALLATION TO BE APPROVED BY OWNERS REPRESENTATIVE PRIOR TO ANY CONSTRUCTION ACTIVITY.
4. SEE TREE AND PLANT SPECIFICATIONS FOR WATERING AND OTHER ADDITIONAL REQUIREMENTS.

A TYPICAL TREE PROTECTION FENCING

SECTION — N.T.S.

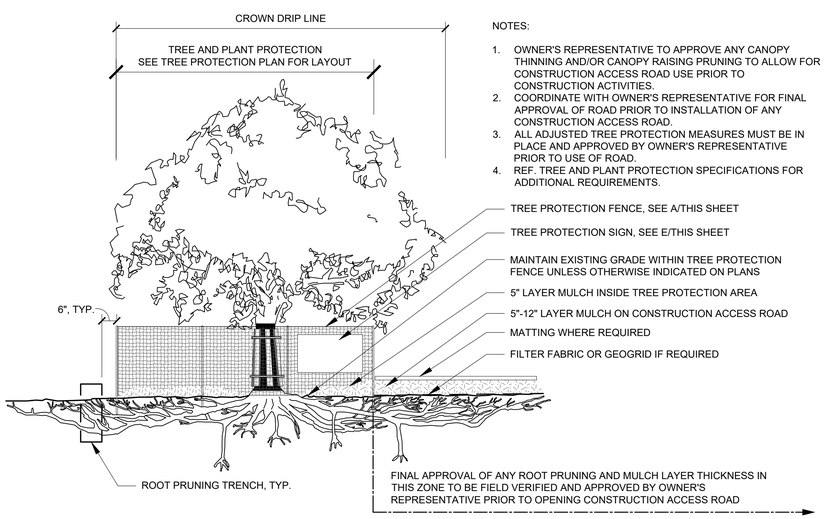


NOTES:

1. CONTRACTOR TO BORE UNDER THE CROWN DRIP LINE OF THE TREE.
2. DO NOT BORE DIRECTLY UNDER THE TRUNK OF THE TREE.
3. REF. PLANS FOR OFFSET DIMENSIONS FROM TREE TRUNK AND LENGTH OF BORE.
4. REF. TREE AND PLANT PROTECTION SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

B TREE PROTECTION: UTILITY BORING UNDER DROWN DRIP LINE

SECTION — N.T.S.

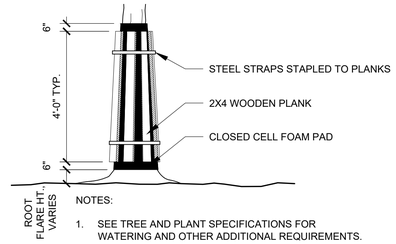


NOTES:

1. OWNER'S REPRESENTATIVE TO APPROVE ANY CANOPY THINNING AND/OR CANOPY RAISING PRUNING TO ALLOW FOR CONSTRUCTION ACCESS ROAD USE PRIOR TO CONSTRUCTION ACTIVITIES.
2. COORDINATE WITH OWNER'S REPRESENTATIVE FOR FINAL APPROVAL OF ROAD PRIOR TO INSTALLATION OF ANY CONSTRUCTION ACCESS ROAD.
3. ALL ADJUSTED TREE PROTECTION MEASURES MUST BE IN PLACE AND APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO USE OF ROAD.
4. REF. TREE AND PLANT PROTECTION SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

C TREE PROTECTION: CONSTRUCTION ACCESS ROAD

SECTION — N.T.S.

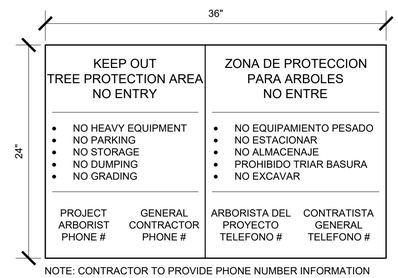


NOTES:

1. SEE TREE AND PLANT SPECIFICATIONS FOR WATERING AND OTHER ADDITIONAL REQUIREMENTS.

D TRUNK PROTECTION

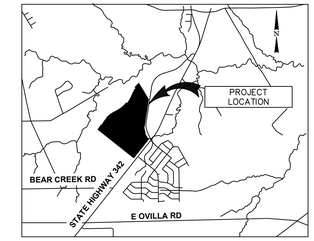
ELEVATION — N.T.S.



NOTE: CONTRACTOR TO PROVIDE PHONE NUMBER INFORMATION

E TRUNK PROTECTION

ENLARGEMENT — N.T.S.



VICINITY MAP

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LANDSCAPE ARCHITECTURE SUBMITTAL

TREE PRESERVATION PLAN

Z24-14 SKYBOX DATA CENTER SUP
BLOCK 1, LOT 1
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SHEET NO.

L3.00.A1

TREE PRESERVATION PLAN

G:\TXN\Projects\bandera_ventures\10579-01-195_9Ft_w_lancaster\LA\TXS3\CAD\03-sheets\L4.00 TREE PRESERVATION PLAN.dwg Mar 18, 2024-10:10am dylanwn

BGE, INC.

Case Number Z24-14

Landscape Plan

City of Lancaster - LOT 1		
Site Area: 8,455,116.4 SF (194.10 AC)		
Lot 1 Area: 845,441.26 SF (19.41 AC)	**Required**	**Provided**
Sec. 14.804		
(a) Right-of -way Landscaping Requirements		
(1) Streetscape Buffer A street Landscape Buffer strip with a minimum width of 6' must be provided along the entire length of the property to be developed, between the back-of-curb and sidewalk, that is adjacenmt to any residential land use.,	6' Wide Landscape Buffer	6' Wide Landscape Buffer
(2) Street Tree Requirement 1 Large Tree 3" Cal. per every 50 LF of street frontage South Dallas Ave: 392.5 LF / 50 = 8 trees	8 Large Trees @ 3" EA = 24"	36,816 SF of Forested Area Perserved = 20" + 2 Small Trees @ 2" EA = 24"
(b) Required Site Landscaping		
(1) Minimum Landscaping Requirements		
(A) Area Required: For all nonresidential parcels, at least 20% of the site shall be permanently landscaped. 20% of total Site Area to be landscaped. All of the required landscape area shall be located in the Street Yards, side yards, and parking lots. **20% Xeriscape Landscape Credit**	845,441 (Lot 1 Area) x 20% = 169,088 SF 169,088 SF X 20% Reduction = 33,818 SF 169,088 - 33,818 = 135,270 SF	208,438 SF Landscape Area + 261,019 SF of Forested Area Preserved = 469,457 SF
(B) Trees Required 1. Street Yards less than 10,000 SF, one (1) tree per 1,000 SF	9,810 SF 412,366 SF = Street Yard Area 402,366 SF / 2,000 = 202 trees + 10 trees = 212 trees / 636"	252,898 SF of Forested Area Preserved = 402" + (67 Large Trees @ 3" Cal + 11 Small Trees @ 2" Cal.) = 636"
(B) Trees Required 5. Shrubbery Required: 1 shrub shall be required for every 50 sf of the required landscape area.	135,270 (Required Landscape Area) / 50 SF = 2,705 Shrubs	248 shrubs + 261,019 SF of Forested Area Preserved
(B) Trees Required 6. Groundcover Required: 10% of the required landscape area shall be maintained in groundcover.	135, 270 (Required Landscape Area) x 10% = 13,527 SF	261,019 SF of Forested Area Preserved
(D) Detention Basins: 1 tree shall be required for every 750 SF of dry land area.	0 SF (Dry Detention Land Area) / 750 SF = 0 trees	0 trees
(c) Landscaping for Non-residential Land Uses		
(1) Screening of Parking: Where on-site parking is located adjacent to a street, roadway, or public open space, a minimum 10' landscape buffer is required between the property lines and any parking, paving, or internal driveways.	10' Landscape Buffer	N.A
(B) Screen: The screening shall be between a minimum height of 3' and a maximum of 4' (no more than 36" O.C.) above the grade of the parking lot and located adjacent to the parking lot.	Parking Lot Screening	N/A
(2) Internal Parking Lot Landscaping		
A. Parking Lot Landscape Area: Less than 25% = 15 SF per parking stall	2 parking stalls x 15 SF = 30 SF	30 SF
C. Planting Requirements: All planter islands in parking areas shall contain a minium of 1 canopy tree with the area remaining in shrubs, groundcover, grasses, or seasonal color	0 planting islands	N/A

PLANT SCHEDULE LOT 1

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COND	HT	SPR	REMARKS
CANOPY TREES									
	QM	3	Quercus macrocarpa	Burr Oak	3" cal	CONT	14' ht	6' spr	Single Trunk, Strong Central Leader, 4' Clear HT, Matching
	QH	13	Quercus muehlenbergii	Chinkapin Oak	3" cal	CONT	14' ht	6' spr	Single Trunk, Strong Central Leader, 4' Clear HT, Matching
	QS	13	Quercus shumardii	Shumard Red Oak	3" cal	CONT	14' ht	6' spr	Single Trunk, Strong Central Leader, 4' Clear HT, Matching
	QV	24	Quercus virginiana	Southern Live Oak	3" cal	CONT	14' ht	6' spr	Single Trunk, Strong Central Leader, 4' Clear HT, Matching
	TD	3	Taxodium distichum	Bald Cypress	3" cal	CONT	14' ht	6' spr	Single Trunk, Strong Central Leader, 4' Clear HT, Matching
	UC	15	Ulmus crassifolia	Cedar Elm	3" cal	CONT	14' ht	6' spr	Single Trunk, Strong Central Leader, 4' Clear HT, Matching
ORNAMENTAL TREES									
	CER TXA	8	Cercis canadensis texensis	Texas Redbud	2" cal	CONT	12' ht	6' spr	Multi-trunk (3) min., 4' Clear HT, Matching
	CL	3	Chilopsis linearis	Desert Willow	2" cal	B&B	6' ht	4' spr	Multi-Trunk (3 Min.) Full to ground, Matching
SHRUBS									
	DAS	4	Dasylirion texanum	Texas Sotol	3 gal	CONT	24" ht	18" spr	Full, Matching, 24" o.c.spacing
	HES PAR	18	Hesperaloe parviflora	Red Yucca	5 gal		30" ht		
	IVN	38	Ilex vomitoria `Nana`	Dwarf Yaupon Holly	5 gal	CONT	30" ht	--	Full, Matching, 36" o.c. spacing
	LFS	76	Leucophyllum frutescens	Texas Sage	5 gal	CONT	24" ht	24" spr	Full, Matching, 48" o.c. spacing
	MAD	27	Malvaviscus drummondii	Turk`s Cap	3 gal	CONT	24" ht	18" spr	Full, Matching, 24" o.c. spacing
	MYP	5	Myrica pusilla	Dwarf Wax Myrtle	5 gal	CONT	30" ht	18" spr	Full, Matching, 36" o.c. spacing
	OPU2	8	Opuntia aurea `Texas Feeder`	Spineless Pricklypear	5 gal	CONT	30" ht	30" spr	Full, Matching, 36" o.c. spacing
	SHD	8	Salvia farinacea 'Henry Duelberg'	Henry Duelberg Mealy Sage	3 gal	CONT	24" ht		
	SSM	18	Salvia x sylvestris `May Night`	May Night Sage	3 gal	CONT	12" ht	12" spr	Full, Matching, 18" o.c. spacing
	WTX	31	Wedelia texana	Zexmenia	3 gal	CONT	12" ht		Full, Matching, 24" o.c. spacing
	YUF	15	Yucca filamentosa `Color Guard`	Color Guard Yucca	3 gal	CONT	18" ht	18" spr	Full, Matching, 24" o.c. spacing
SEED									
	BPM	249,603 sf		Blackland Prairie Mix	---	---	---	---	Drill seed, Native American Seed Mix #2800, Ref. Planting Specs
	DFM	8,319 sf		Drainfield Mix	---	---	---	---	Drill seed, Native American Seed Mix #2861, Ref. Planting Specs
SOD									
	SOD	40,078 sf	Cynodon dactylon	Common Bermuda Grass	---	---	---	---	Solid Sod, tight sand filled joints, 100% weed, disease and pest free

GENERAL NOTES

1. ADDITIONAL PLANT MATERIAL WILL BE INSTALLED ON-SITE BY OWNER, IN ACCORDANCE WITH THE CITY OF LANCASTER LANDSCAPE STANDARDS. MATERIAL SHOWN ON THIS PLAN IS TO MEET MINIMUM CITY OF LANCASTER LANDSCAPE ORDINANCE REQUIREMENTS.
2. ALL PLANT MATERIAL SHALL BE MAINTAINED BY OWNER IN A HEALTHY AND GROWING CONDITION, AND REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE IF DAMAGED, DESTROYED OR REMOVED.
3. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER MATERIALS OR PLANTS NOT A PART OF THE LANDSCAPING.
4. AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED TO WATER ALL LANDSCAPE AREAS, INCLUDING RIGHT-OF-WAY AREAS. ADJUSTMENTS TO SYSTEM WILL LIMIT OVERSPRAY ONTO ADJACENT ROADWAYS AND CONSERVE WATER TO THE GREATEST EXTENT POSSIBLE.
5. ALL LANDSCAPE AREAS SHALL BE PROTECTED BY RAISED SIX INCH CONCRETE CURBS.
6. ALL LANDSCAPE AREAS SHALL BE CONSTRUCTED, INSTALLED AND MAINTAINED SO AS NOT TO OBSTRUCT VIEW OF MOTORISTS BETWEEN THE STREET AND THE ACCESS DRIVES. VISIBILITY TRIANGLES SHALL ALWAYS REMAIN UNOBSTRUCTED.
7. ALL PERMEABLE SURFACES NOT OCCUPIED BY TREES, SHRUBS, PLANTING BEDS, SIGNS AND OTHER PERMITTED ITEMS OR FIXTURES SHALL BE BERMUDA, ST. AUGUSTINE OR BUFFALO GRASS LAWN AREAS.

MAINTENANCE (SEC. 146-135 LANDSCAPE REQUIREMENTS)

(1) THE OWNER(S), TENANT(S), AND/OR THEIR AGENT(S), IF ANY SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO:

A. MOWING (OF GRASS OF SIX INCHES (6") OR HIGHER)
B. EDGING
C. PRUNING
D. FERTILIZING
E. WATERING
F. WEEDING
G. OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.

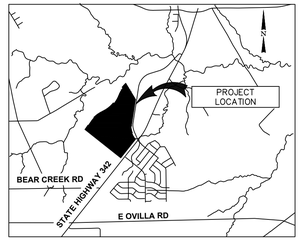
(2) LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS, AND OTHER SUCH MATERIAL OR PLANTS NOT A PART OF THE LANDSCAPING. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.

(3) PLANT MATERIAL USED TO MEET MINIMUM REQUIRED LANDSCAPING PROVISIONS WHICH DIE OR ARE REMOVED FOR ANY REASON SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN 90 DAYS.

NOTE:

THE CONTRACTOR SHALL VERIFY WATER RESTRICTIONS WITHIN THE CITY OF LANCASTER AT TIME OF PLANTING. SHOULD WATER RESTRICTIONS NOT ALLOW HYDRO-MULCH, HYDRO-SEEDING, OR SPRIGGING (STAGE 3 AND STAGE 4 WATER RESTRICTIONS), AN APPROVED ALTERNATIVE FOR GRASSING SHALL BE INSTALLED.

ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR



VICINITY MAP
(NOT TO SCALE)

BGE, Inc.
2595 Dallas Parkway, Suite 101
Frisco, TX 75034
Tel: 972-464-4800 ● www.bgeinc.com
TBPE Registration No. F-1046

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5820 W. Northwest Hwy, Suite. 200
Dallas, TX 75225
Tel: 214-334-2862
mashbaugh@banderaventures.com

LANDSCAPE ARCHITECTURE SUBMITTAL

LANDSCAPE NOTES

Z24-14 SKYBOX DATA CENTER SUP
BLOCK 1, LOT 1
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

PRELIMINARY
NOT FOR
CONSTRUCTION

03.18.2024

!!CAUTION !!

Contractor to Verify exact location & Depth of Exist Facilities Prior to any Construction Activities

CAUTION !!!
CONTACT: 1-800-DIG-TESS
48 HOURS PRIOR TO CONSTRUCTION

CONTRACTOR TO FIELD VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION

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1-800-DIG-TESS

REVISIONS

REV NO.	DATE	DESCRIPTION

CHECKED BY: JF
DESIGNED BY: HM
DATE: 03.11.2024
PROJECT NUMBER: 10579-01

SHEET NO.

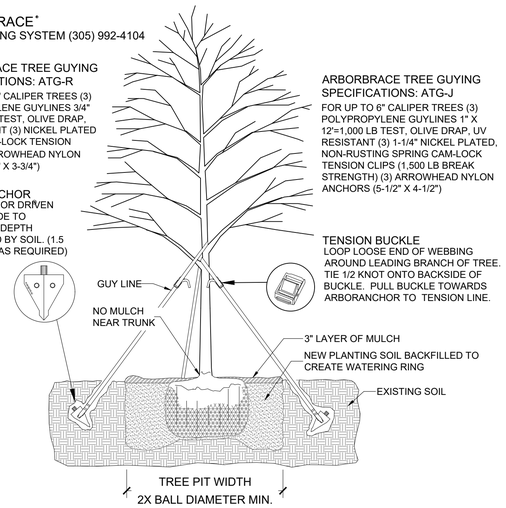
L3.00.B

LANDSCAPE NOTES

BGE, INC.

Case Number Z24-14

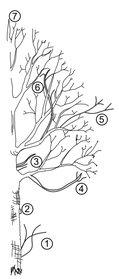
Landscape Plan



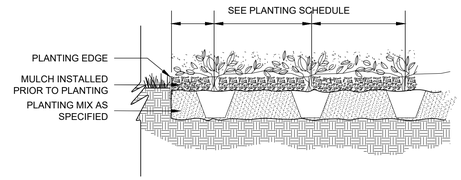
A SHADE TREE STAKING–ARBORBRACE
SECTION NOT TO SCALE

1. REMOVE SUCKER SHOOTS AT BASE OF TREE.
2. MAKE CLEAN CUTS ON OLD STUDS IF PRESENT.
3. REMOVE ENTIRE SUPPLY OF TWIGS AND BUDS ON TRUNK.
4. REMOVE LOWER BRANCH WHERE AN OVERLYING BRANCH OCCUPIES APPROX. SAME AREA.
5. SHAPE TREE BY REMOVING INJURED AND MISSHAPED BRANCHES.
6. REMOVE CROSS BRANCHES AND THOSE DEVELOPING INTO SECONDARY LEADERS.
7. DO NOT REMOVE LEADER.

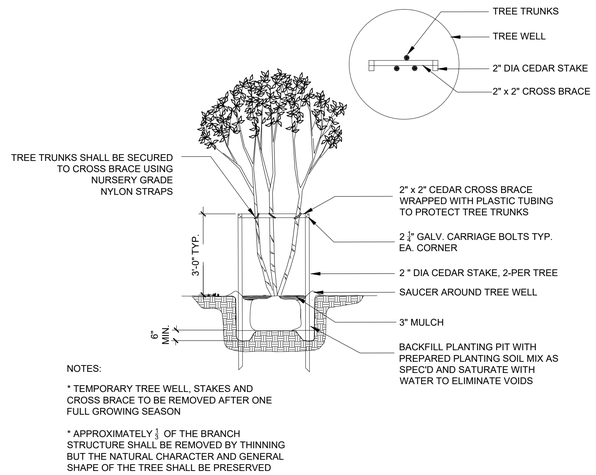
NOTE: DASHED LINES INDICATE BRANCHES TO BE REMOVED. - NO MORE THAN 20 PERCENT OF LIMBS, FOLIAGE, ETC., TO BE REMOVED, UNLESS NOTED OTHERWISE



B SHADE TREE PRUNING
SECTION NOT TO SCALE



C GROUNDCOVER PLANTING
SECTION NOT TO SCALE

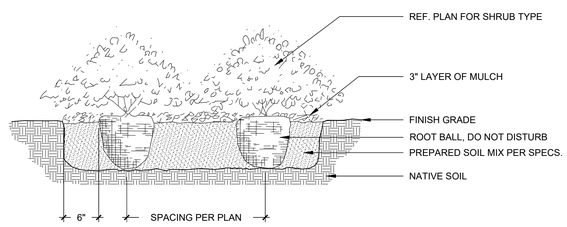


NOTES:

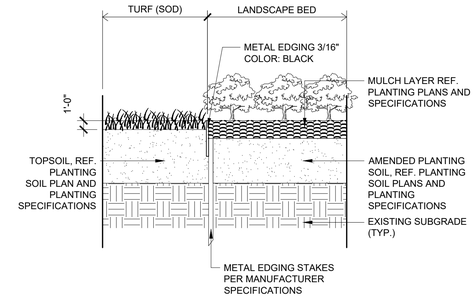
* TEMPORARY TREE WELL, STAKES AND CROSS BRACE TO BE REMOVED AFTER ONE FULL GROWING SEASON

* APPROXIMATELY 1/3 OF THE BRANCH STRUCTURE SHALL BE REMOVED BY THINNING BUT THE NATURAL CHARACTER AND GENERAL SHAPE OF THE TREE SHALL BE PRESERVED

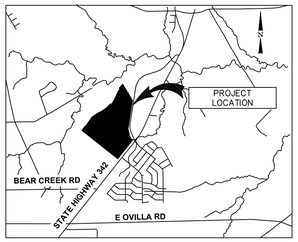
D ORNAMENTAL / MULTI–TRUNK TREE PLANTING
SECTION / ELEVATION NO TO SCALE



E SHRUB PLANTING
SECTION NO TO SCALE



F STEEL EDGE
SECTION NOT TO SCALE



VICINITY MAP
(NOT TO SCALE)

CONTRACTOR TO FIELD VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION

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LANDSCAPE ARCHITECTURE SUBMITTAL

PLANTING DETAILS

Z24-14 SKYBOX DATA CENTER SUP
BLOCK 1, LOT 1
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

PRELIMINARY
NOT FOR
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03.18.2024

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REVISIONS

REV NO.	DATE	DESCRIPTION

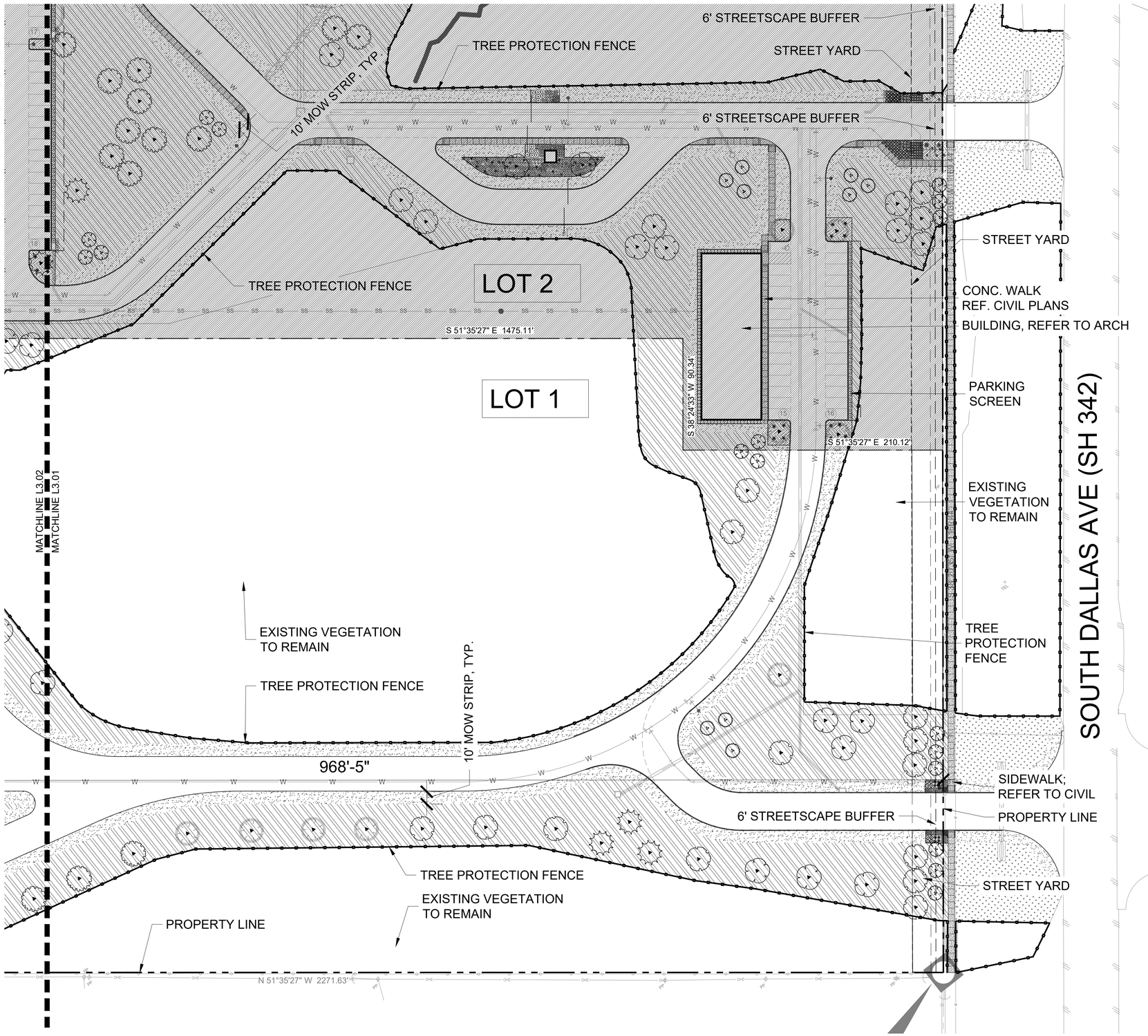
CHECKED BY: JF
DESIGNED BY: HM
DATE: 03.11.2024
PROJECT NUMBER: 10579-01

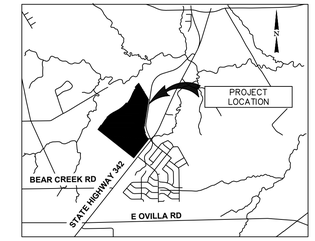
SHEET NO.
L3.00.C
PLANTING DETAILS

G:\TXN\Projects\banderaventures\10579-00-100_MS_sc_lancaster\LENT\03\CAD\03-sheets\L3.00 PLANTING PLAN.dwg Mar 18, 2024-10:41am jfjohnson
BGE, INC.

Case Number Z24-14

Landscape Plan





VICINITY MAP

(NOT TO SCALE)

PLANT SCHEDULE		
SYMBOL	CODE	COMMON NAME
CANOPY TREES		
	TD	Bald Cypress
	QM	Burr Oak
	UC	Cedar Elm
	QH	Chinkapin Oak
	PM	Mexican Sycamore
	QS	Shumard Red Oak
	QV	Southern Live Oak
ORNAMENTAL TREES		
	CL	Desert Willow
	PX	Mexican Plum
	CER TXA	Texas Redbud
SHRUBS		
	HPB	Brakelights Red Yucca
	YUF	Color Guard Yucca
	MYP	Dwarf Wax Myrtle
	IVN	Dwarf Yaupon Holly
	SHD	Henry Duelberg Mealy Sage
	SSM	May Night Sage
	MUH	Pine Muhly
	HES PAR	Red Yucca
	PAT	Russian Sage
	YUR	Soft Leaf Yucca
	OPU2	Spineless Pricklypear
	LFS	Texas Sage
	DAS	Texas Sotol
	MAD	Turk's Cap
	WTX	Zexmenia
GRASSES		
	MUC	Pink Muhly
	PAV	Switch Grass
GROUND COVER		
	CTX	Texas Sedge
SEED		
	BPM	Blackland Prairie Mix
	DFM	Drainfield Mix
SOD		
	SOD	Common Bermuda Grass

N

0 20 40 80

SCALE: 1" = 40'

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PRIOR TO CONSTRUCTION

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LANDSCAPE ARCHITECTURE SUBMITTAL

PLANTING PLAN

Z24-14 SKYBOX DATA CENTER SUP
BLOCK 1, LOTS 1
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

PRELIMINARY
NOT FOR
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03.18.2024

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CHECKED BY: JF
DESIGNED BY: HM
DATE: 03.11.2024
PROJECT NUMBER: 10579-01

SHEET NO.

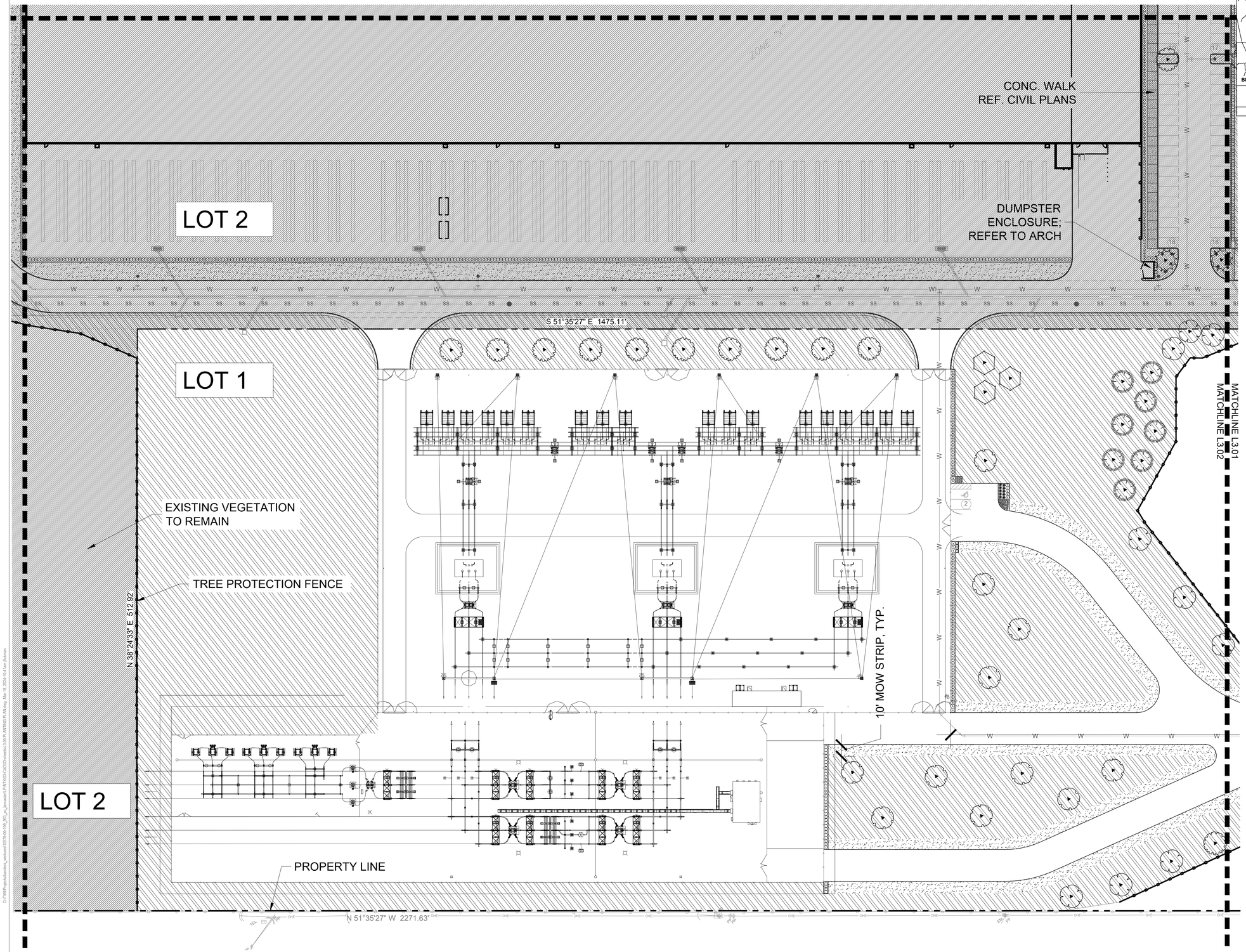
L3.01

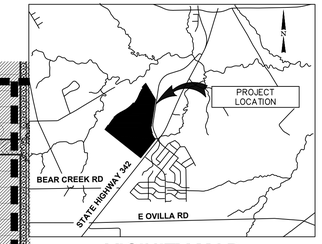
PLANTING PLAN

BGE, INC.

Case Number Z24-14

Landscape Plan





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	CL	Desert Willow
	PX	Mexican Plum
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	YUF	Color Guard Yucca
	MYP	Dwarf Wax Myrtle
	IVN	Dwarf Yaupon Holly
	SHD	Henry Duelberg Mealy Sage
	SSM	May Night Sage
	MUH	Pine Muhly
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	PAV	Switch Grass
GROUND COVER		
	CTX	Texas Sedge
SEED		
	BPM	Blackland Prairie Mix
	DFM	Drainfield Mix
SOD		
	SOD	Common Bermuda Grass

N

0 20 40 80

SCALE: 1" = 40'

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LANDSCAPE ARCHITECTURE SUBMITTAL

PLANTING PLAN

Z24-14 SKYBOX DATA CENTER SUP
BLOCK 1, LOT 1
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

PRELIMINARY
NOT FOR
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03.18.2024

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REVISIONS		
REV NO.	DATE	DESCRIPTION

CHECKED BY: JF
DESIGNED BY: HM
DATE: 03.11.2024
PROJECT NUMBER: 10579-01

SHEET NO.

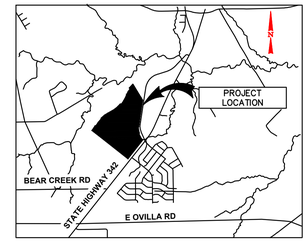
L3.02

PLANTING PLAN

BGE, INC.

Case Number Z24-14

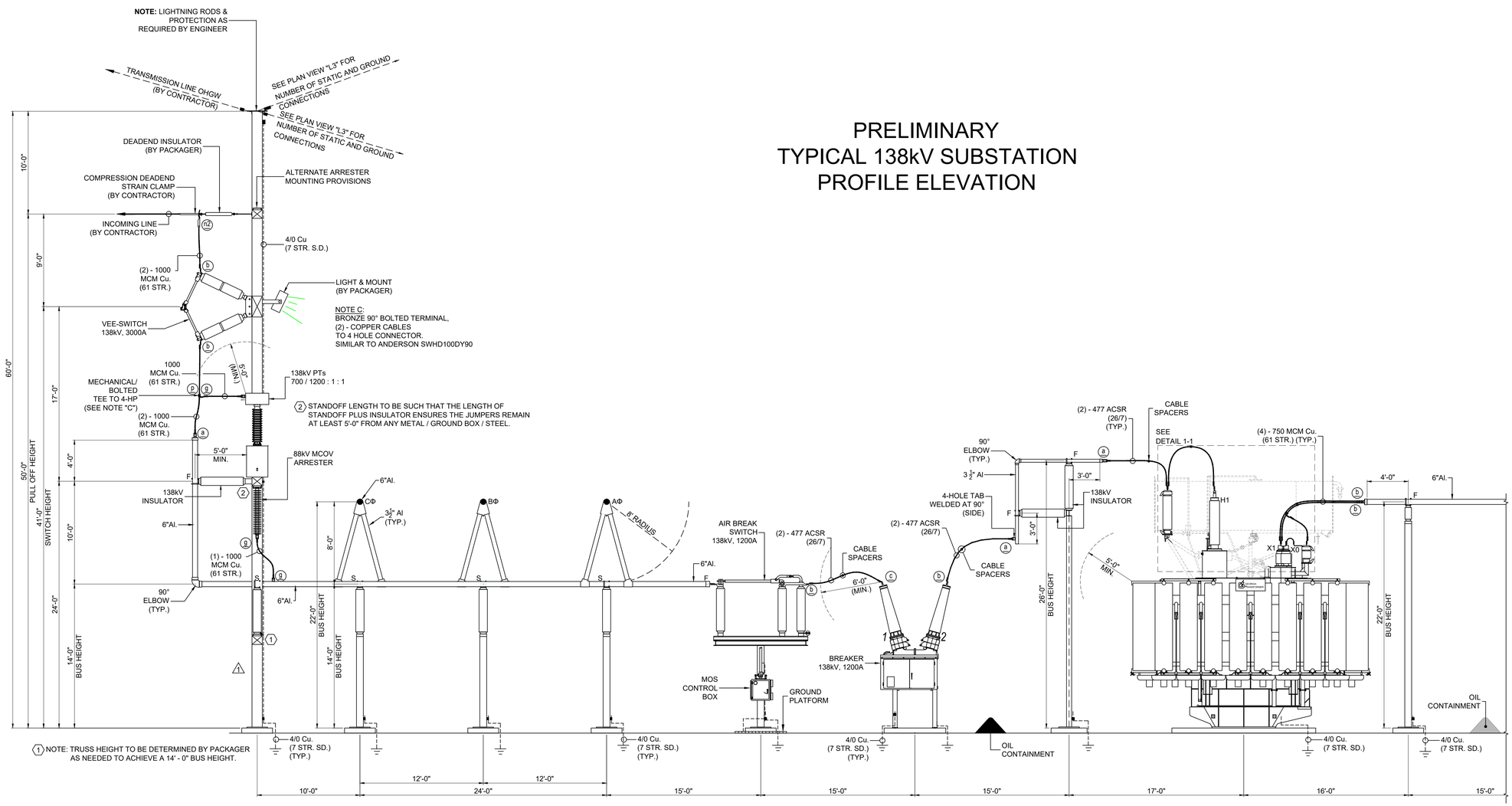
Substation Elevation



VICINITY MAP
(NOT TO SCALE)

PRELIMINARY
TYPICAL 138kV SUBSTATION
PROFILE ELEVATION

DEADEND STRUCTURE NOTES
1. DEADEND STRAIN CLAMPS : COMPRESSION
2. ARRESTERS : POLYMER
3. TEE-CLAMPS : COMPRESSION



TYPICAL ELEVATION A1-A1 (T1 & T2)
SCALE - 3/16"-1'-0"

NOTE:
- **138kV INSULATORS ON HIGH SIDE**
- **35kV INSULATORS ON LOW SIDE**

FOR PERMITTING PURPOSES ONLY

NO.	REVISIONS	DATE	DWG BY	CHK BY
1	CREATED SITE PLAN & ELEVATION PROFILE FOR PERMITTING PURPOSES ONLY	02/21/2024	RM	KY

PREPARED BY:

PriorityPower
2201 E. LAMAR BLVD. #275
ARLINGTON, TX 76006
(972)314-9040

SITE PLAN
CASE NUMBER: DP24-3
LANCASTER DATA CENTER
BLOCK 1, LOTS 1, 2, AND 3
109.596 ACRES OR 4,774,000 SQ. FT.
WILLIAM C. WALKER SURVEY, ABSTRACT NO. 1528
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

OWNER/DEVELOPER
BANDERA VENTURES
5820 W. NORTHWEST HWY, SUITE 200
DALLAS, TEXAS 75225
TEL: (214) 334-2862
CONTACT: MATT ASHBAUGH

ENGINEER
PRIORITY POWER
2201 E.LAMAR BLVD, SUITE 275
ARLINGTON, TEXAS 76006
TEL: (972) 314-9040
CONTACT: KEVIN YUNG

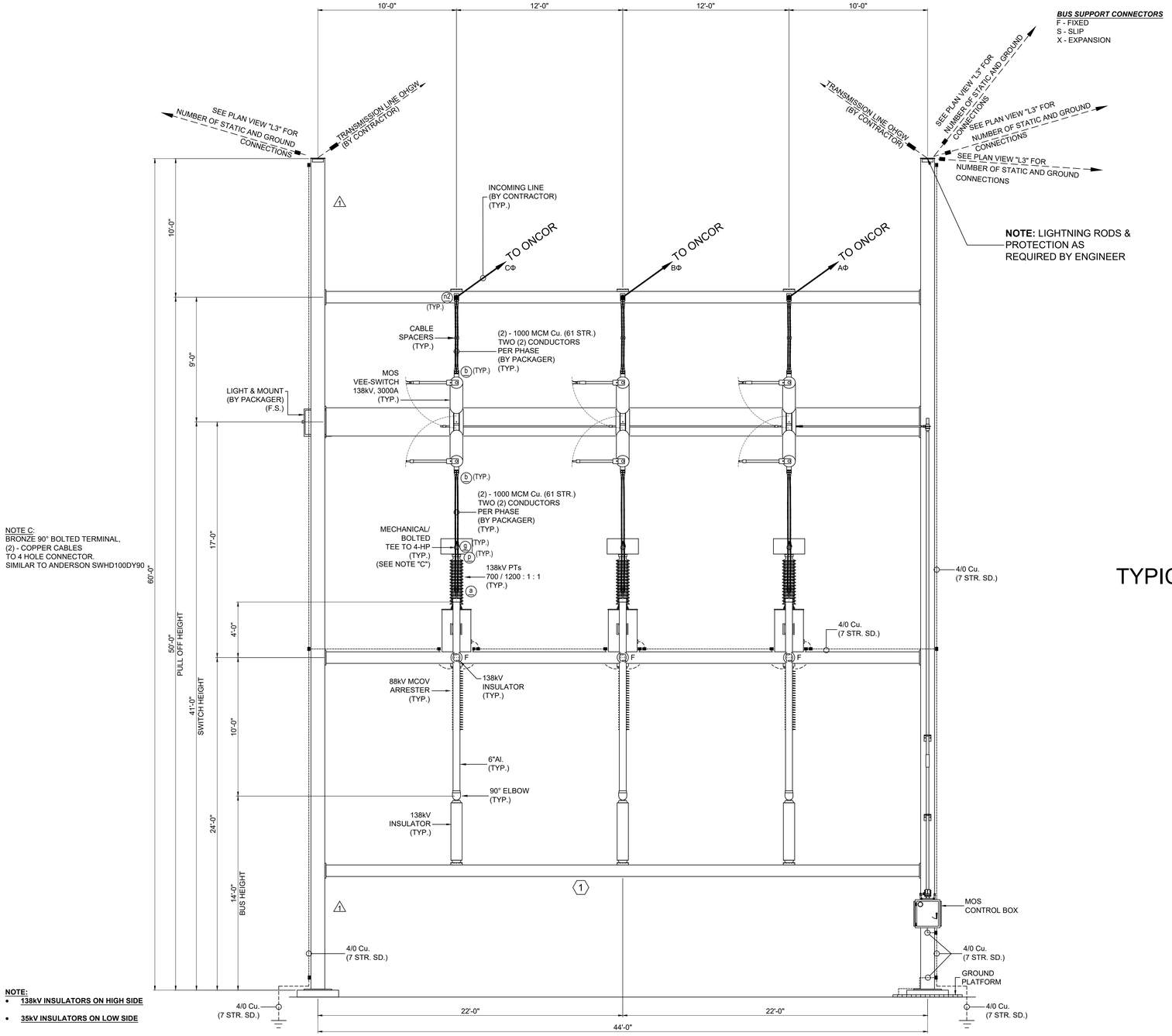
DATE PREPARED: 02/21/2024

DRAWING:
SITE PLAN
PROFILE ELEVATION
A-A

PROJECT:
138kV SKY HORIZON SUBSTATION
LANCASTER, DALLAS COUNTY, TEXAS

FILE: SITE PLAN 2024-02
SCALE: AS NOTED
SHEET #: 1 OF 2

Substation Elevation



BUS SUPPORT CONNECTORS
F - FIXED
S - SLIP
X - EXPANSION

NOTE: LIGHTNING RODS & PROTECTION AS REQUIRED BY ENGINEER

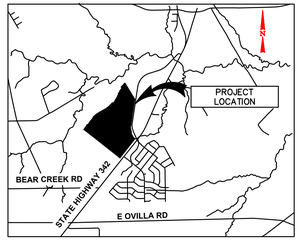
NOTE C:
BRONZE 90° BOLTED TERMINAL,
(2) - COPPER CABLES
TO 4 HOLE CONNECTOR.
SIMILAR TO ANDERSON SWHD100DY90

NOTE:
- **138kV INSULATORS ON HIGH SIDE**
- **35kV INSULATORS ON LOW SIDE**

1 NOTE: TRUSS HEIGHT TO BE DETERMINED BY PACKAGER AS NEEDED TO ACHIEVE A 14' - 0" BUS HEIGHT.

TYPICAL ELEVATION B-B

SCALE - ¼" = 1-0"



VICINITY MAP
(NOT TO SCALE)

PRELIMINARY
TYPICAL 138kV DEADEND
STRUCTURE

FOR PERMITTING
PURPOSES ONLY

NO.	REVISIONS	DATE	DWG BY	CHK BY
1	CREATED SITE PLAN & ELEVATION PROFILE FOR PERMITTING PURPOSES ONLY	02/21/2024	RM	KY

PREPARED BY:

PriorityPower
2201 E. LAMAR BLVD. #275
ARLINGTON, TX 76006
(972)314-9040

SITE PLAN
CASE NUMBER: DP24-3
LANCASTER DATA CENTER
BLOCK 1, LOTS 1, 2, AND 3
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ENGINEER
PRIORITY POWER
2201 E.LAMAR BLVD. SUITE 275
ARLINGTON, TEXAS 76006
TEL: (972) 314-9040
CONTACT: KEVIN YUNG

DATE PREPARED: 02/21/2024

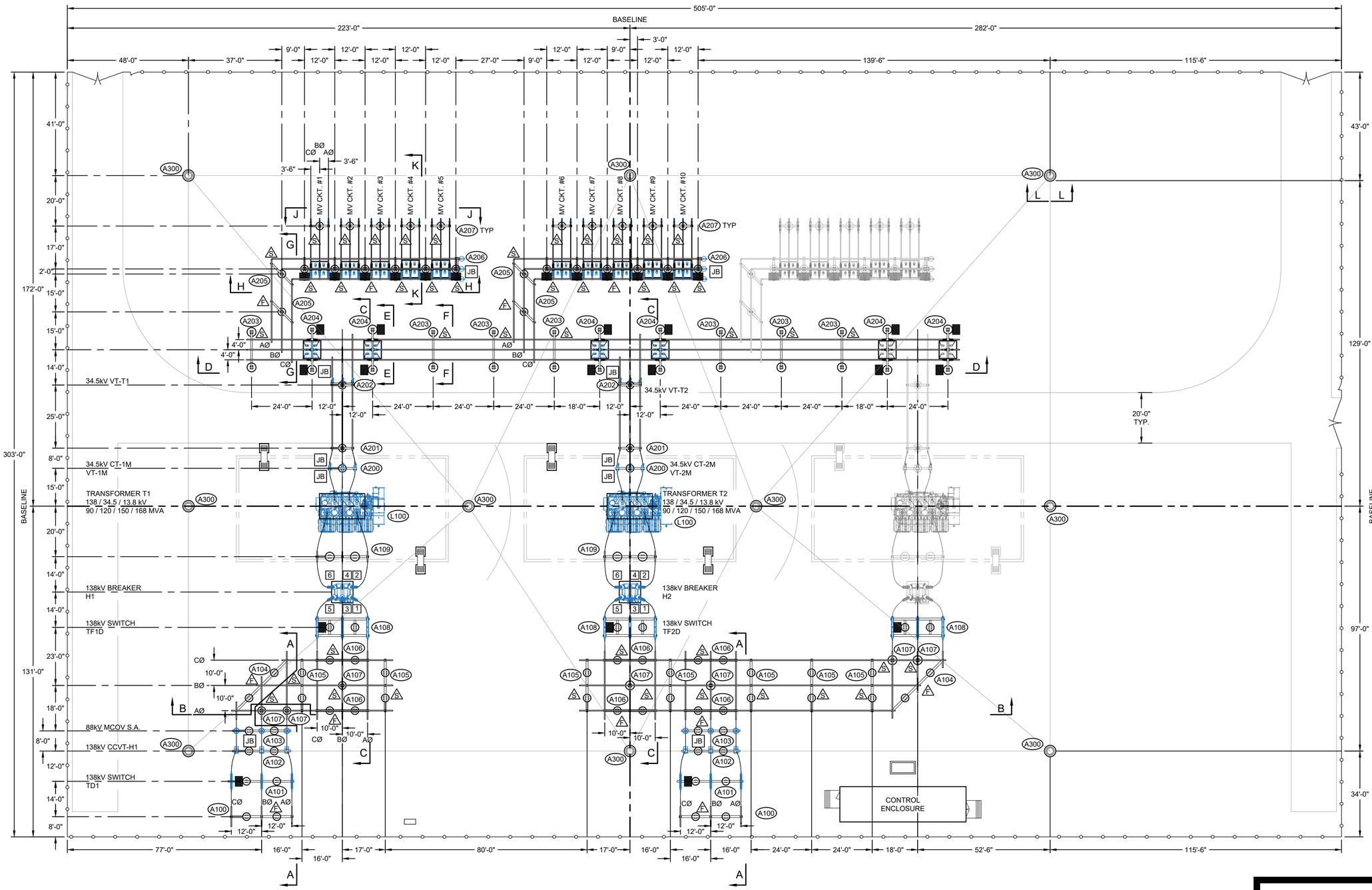
DRAWING:
SITE PLAN
FRONT ELEVATION
B-B

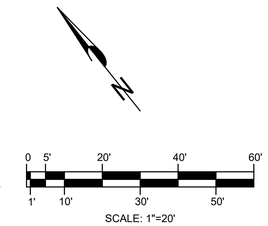
PROJECT:
138kV SKY HORIZON SUBSTATION
LANCASTER, DALLAS COUNTY, TEXAS

FILE: SITE PLAN 2024-02
SCALE: AS NOTED
SHEET #: 2 OF 2

Case Number Z24-14

Substation Elevation





GENERAL ARRANGEMENT NOTES

1. JUMPERS
   1.1. ALL 138kV JUMPERS = (2) 1272 AAC (NARCISSUS)
   1.2. 34.5kV FEEDER BREAKER JUMPERS = (3) 1272 AAC (NARCISSUS)
   1.3. 34.5kV FEEDER JUMPERS = (2) 1272 AAC (NARCISSUS)

2. PIPE BUS
   2.1. ALL 138kV BUS = 4" SCH 40 6063-T6
   2.2. 34.5kV MAIN BUS = 4" SCH 40 6063-T6
   2.3. 34.5kV FEEDER BUS = 2.5" SCH 40 6063-T6

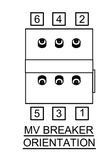
3. CLEARANCES
   3.1. 138kV CLEARANCE (650kV BIL)
      3.1.1. PHASE TO PHASE: MIN. 8'-0"
      3.1.2. METAL TO METAL: MIN. 5'-3"
      3.1.3. PHASE TO GROUND: MIN. 4'-4½"
   3.2. 34.5kV CLEARANCE (200kV BIL)
      3.2.1. PHASE TO PHASE: MIN. 3'-0"
      3.2.2. METAL TO METAL: MIN. 1'-6"
      3.2.3. PHASE TO GROUND: MIN. 1'-3"

4. THE ROADS SHOWN TO ILLUSTRATE DRIVE PATH ONLY AND ARE NOT INTENDED TO INDICATE AN IMPROVED ROAD OR DRIVING SURFACE IN ANYWAY.

5. STATIC MAST LOCATIONS ARE PRELIMINARY AND PENDING LIGHTNING PROTECTION DESIGN.

GENERAL ARRANGEMENT KEY

- SWITCH OPERATOR PLATFORM
- BREAKER BUSHING DESIGNATION
- OIL CONTAINMENT LINER
- BUS DESIGNATION
  - F = FIXED
  - S = SLIP
  - E = EXPANSION
- JB JUNCTION BOX
- BOLLARD
- STAIRS



PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW & APPROVAL ONLY

NO.	DATE	DWN.	CHK.	REVISIONS
A	02/21/24	DJ	MJM	ISSUED FOR 30% REVIEW

SKY HORIZON SUBSTATION
DALLAS COUNTY, TX

SUBSTATION
GENERAL ARRANGEMENT

nei
ELECTRIC POWER ENGINEERING, INC.
12600 W. COLFAX AVE. STE. C300
LAKEWOOD, CO 80215
(303) 431-7895
www.neieng.com
PriorityPower

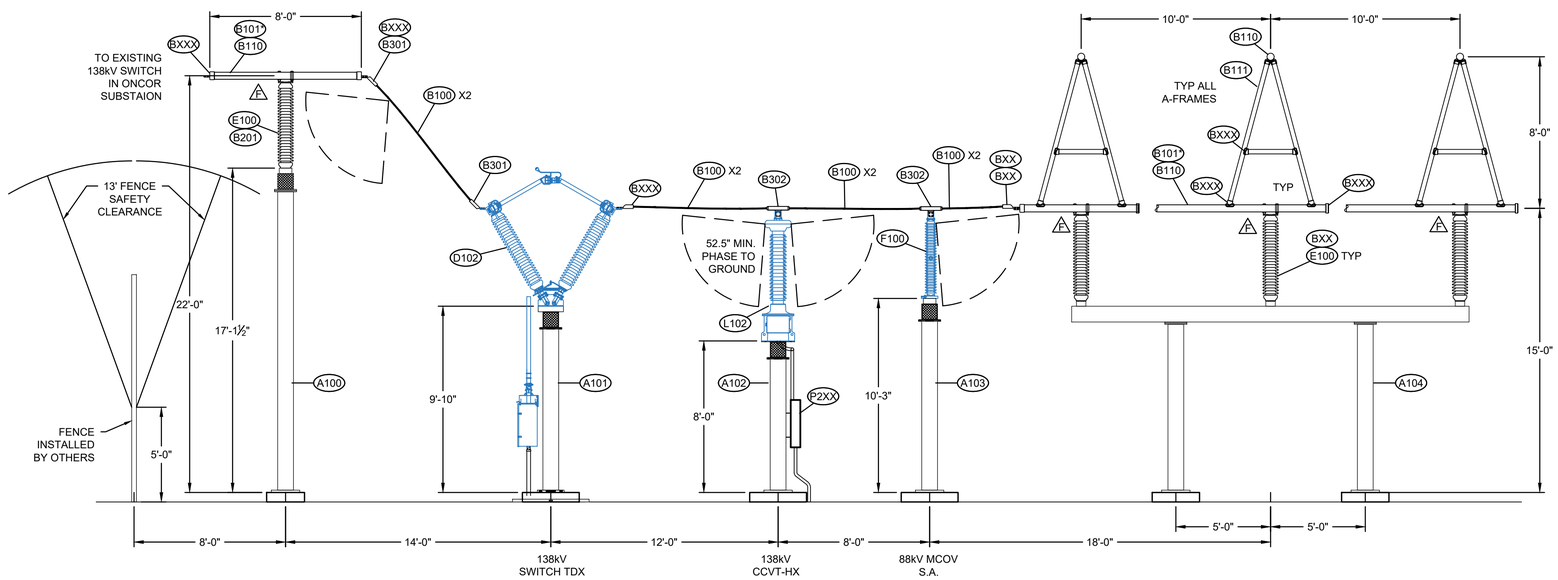
DATE	SCALE
02/21/24	NTS

JOB NO. 4323

C03-01

Case Number Z24-14

Substation Elevation



ELEVATION A-A

ELEVATION KEY

- (X000) BILL OF MATERIAL DESIGNATION
- (X000*) FOR DAMPENING PURPOSES
- (X) BUS CONNECTION DESIGNATION
  - -F = FIXED
  - -S = SLIP
  - -E = EXPANSION

CLEARANCES:

1. 138kV CLEARANCE (650kV BIL)
   - 1.1. PHASE TO PHASE: MIN. 8'-0"
   - 1.2. METAL TO METAL: MIN. 5'-3"
   - 1.3. PHASE TO GROUND: MIN. 4'-4½"

NOTE:

BLUE EQUIPMENT ON HOLD
FOR VENDER DRAWINGS.

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW & APPROVAL ONLY

NO.	DATE	DWN.	CHK.	REVISIONS
A	02/21/24	DU	MJM	ISSUED FOR 30% REVIEW
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

SKY HORIZON SUBSTATION
DALLAS COUNTY, TX

SUBSTATION
ELEVATION A-A

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ELECTRIC POWER ENGINEERING, INC.
12600 W. COLFAX AVE, STE. C500
LAKEWOOD, CO 80215
(303) 431-7895
www.neieng.com

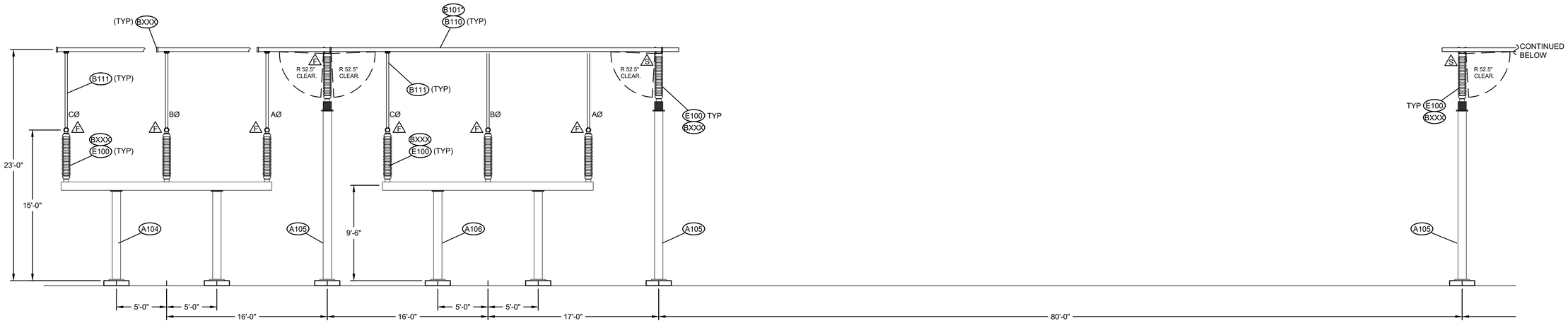
PriorityPower

DATE 02/21/24
SCALE 1/4" = 1'
JOB NO. 4323

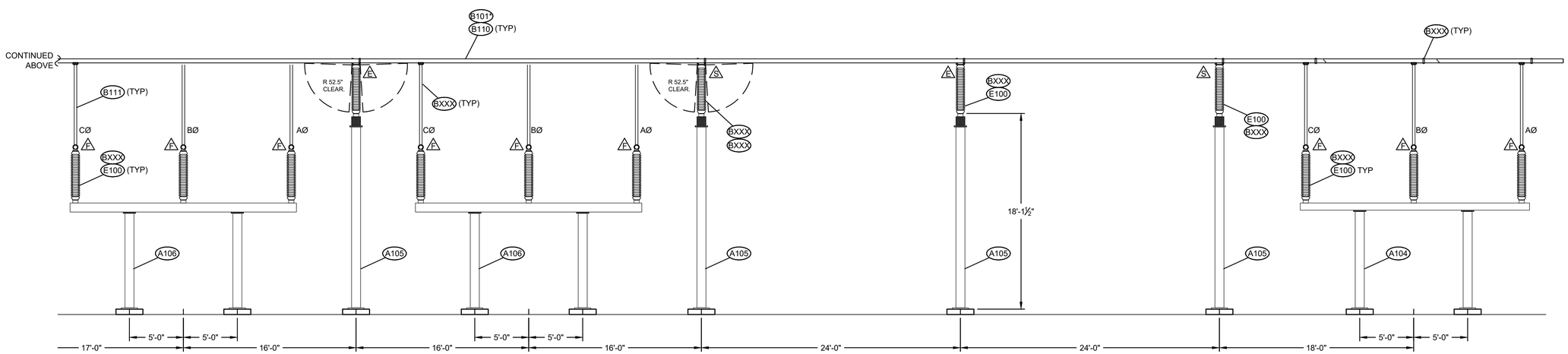
C03-02

Case Number Z24-14

Substation Elevation



ELEVATION B-B



ELEVATION B-B

NOTE:

BLUE EQUIPMENT ON HOLD FOR VENDER DRAWINGS.

CLEARANCES:

138KV CLEARANCE (650KV BIL)
PHASE TO PHASE: MIN. 8'-0"
METAL TO METAL: MIN. 5'-3"
PHASE TO GROUND: MIN. 4'-4 1/2"

ELEVATION KEY

- (X000) BILL OF MATERIAL DESIGNATION
- (X000*) FOR DAMPENING PURPOSES
- (A) BUS CONNECTION DESIGNATION
  - -F = FIXED
  - -S = SLIP
  - -E = EXPANSION

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW & APPROVAL ONLY

REVISIONS

NO.	DATE	DWN.	CHK.	
A	02/21/24	DJ	MJM	ISSUED FOR 30% REVIEW

SKY HORIZON SUBSTATION
DALLAS COUNTY, TX

SUBSTATION
ELEVATION B-B

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LAKEWOOD, CO 80215
(303) 431-7895
www.neieng.com

PriorityPower

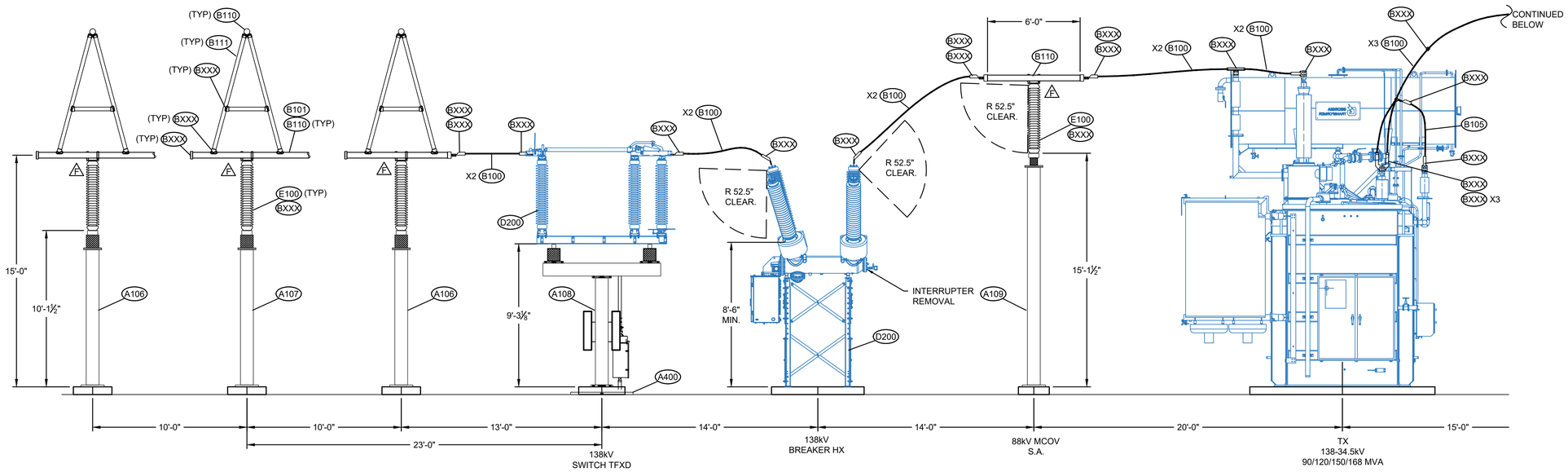
DATE	SCALE
02/21/24	3/16"=1'

JOB NO. 4323

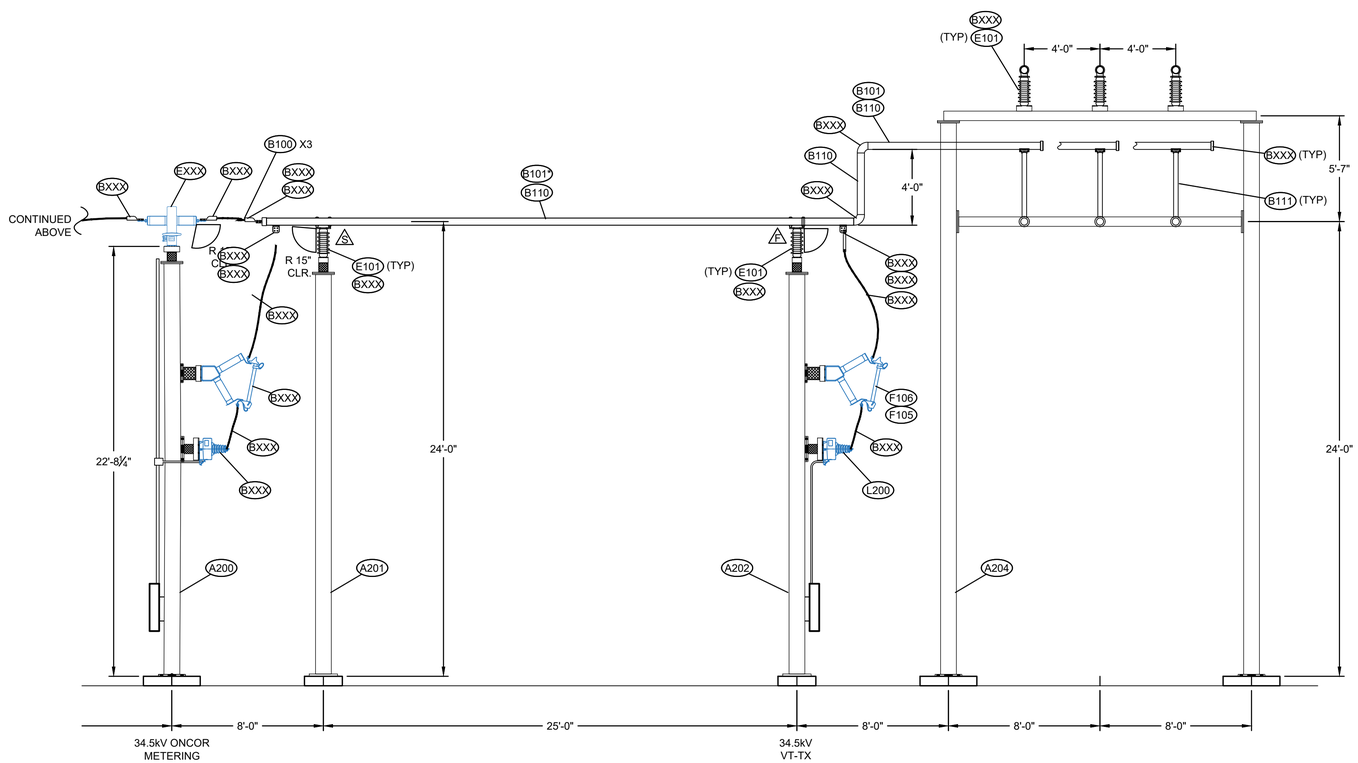
C03-03

Case Number Z24-14

Substation Elevation



ELEVATION C-C



ELEVATION C-C

NOTE:

BLUE EQUIPMENT ON HOLD FOR VENDER DRAWINGS.

CLEARANCES:

138KV CLEARANCE (650KV BIL)
PHASE TO PHASE: MIN. 15'-0"
METAL TO METAL: MIN. 9'-11"
PHASE TO GROUND: MIN. 8'-10"

34.5kV CLEARANCE (200kV BIL)
PHASE TO PHASE: MIN. 3'-0"
METAL TO METAL: MIN. 18"
PHASE TO GROUND: MIN. 13"

ELEVATION KEY

(X000) BILL OF MATERIAL DESIGNATION
(X000) FOR DAMPENING PURPOSES
(X) BUS CONNECTION DESIGNATION
-F = FIXED
-S = SLIP
-E = EXPANSION

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW & APPROVAL ONLY

NO.	DATE	DWN.	CHK.	REVISIONS
A	02/21/24	DU	MJM	ISSUED FOR 30% REVIEW

SKY HORIZON SUBSTATION
DALLAS COUNTY, TX

SUBSTATION ELEVATION C-C

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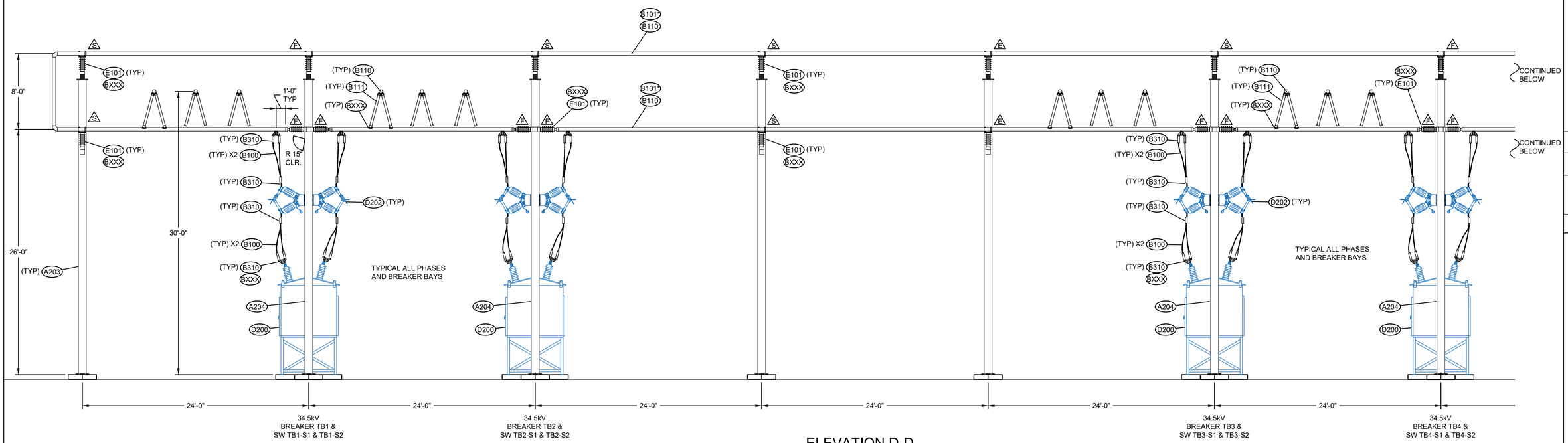
LAKEWOOD, CO 80215
(303) 431-7895
www.neieng.com
PriorityPower

DATE 02/21/24
SCALE 1/4"=1'-0"
JOB NO. 4323

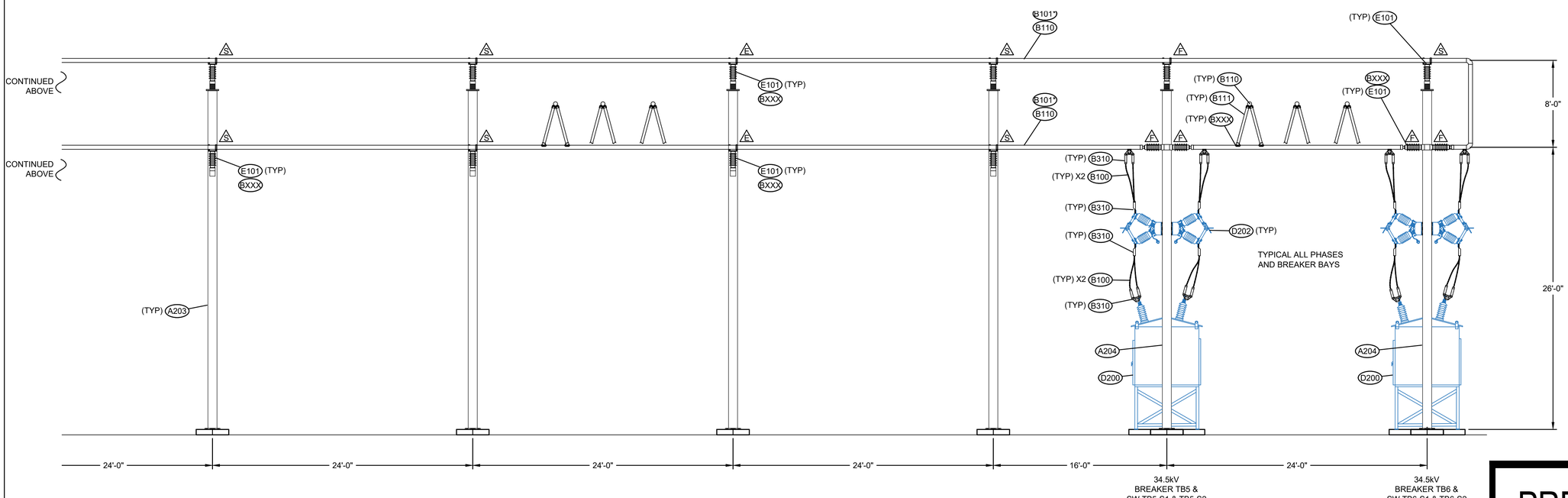
C03-04

Case Number Z24-14

Substation Elevation



ELEVATION D-D



ELEVATION D-D

NOTE:

BLUE EQUIPMENT ON HOLD FOR VENDER DRAWINGS.

CLEARANCES:

34.5kV CLEARANCE (200kV BIL)
PHASE TO PHASE: MIN. 3'-0"
METAL TO METAL: MIN. 18"
PHASE TO GROUND: MIN. 13"

ELEVATION KEY

X000 BILL OF MATERIAL DESIGNATION
X000* FOR DAMPENING PURPOSES
△ BUS CONNECTION DESIGNATION
–F = FIXED
–S = SLIP
–E = EXPANSION

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW & APPROVAL ONLY

NO.	DATE	DWN.	CHK.	REVISIONS
A	02/21/24	DJ	MJM	ISSUED FOR 30% REVIEW

SKY HORIZON SUBSTATION
DALLAS COUNTY, TX

SUBSTATION ELEVATION D-D

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LAKEWOOD, CO 80215
(303) 431-7895
www.neieng.com

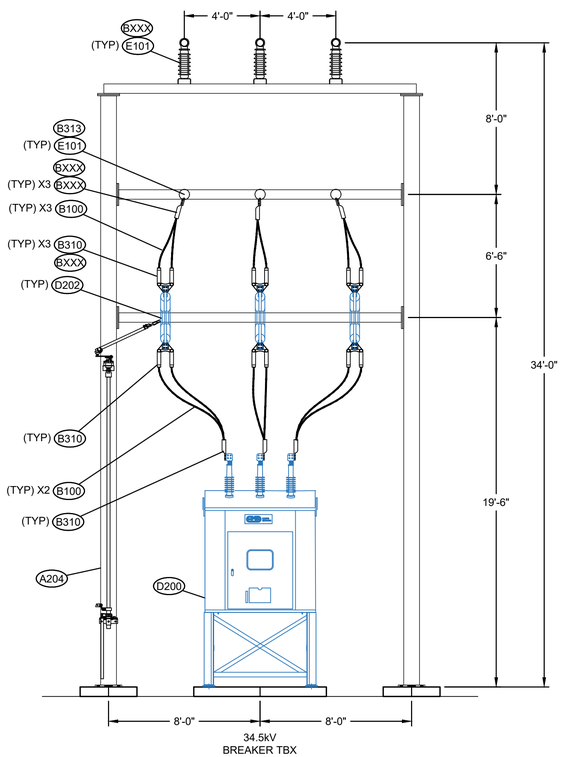
PriorityPower

DATE 02/21/24
SCALE 3/16"=1'-0"
JOB NO. 4323

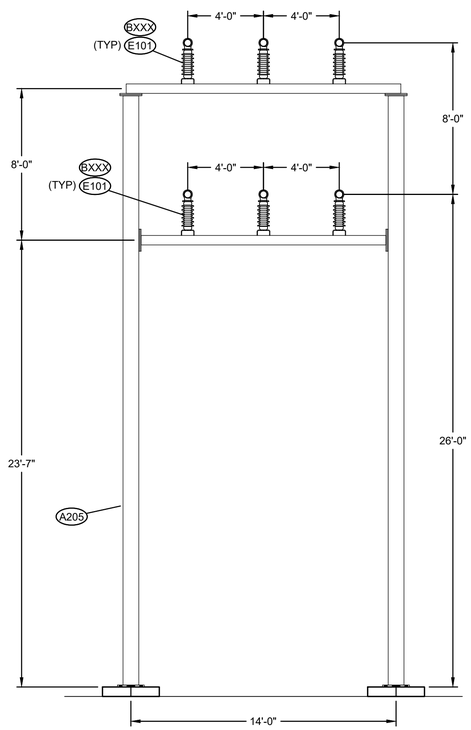
C03-05

Case Number Z24-14

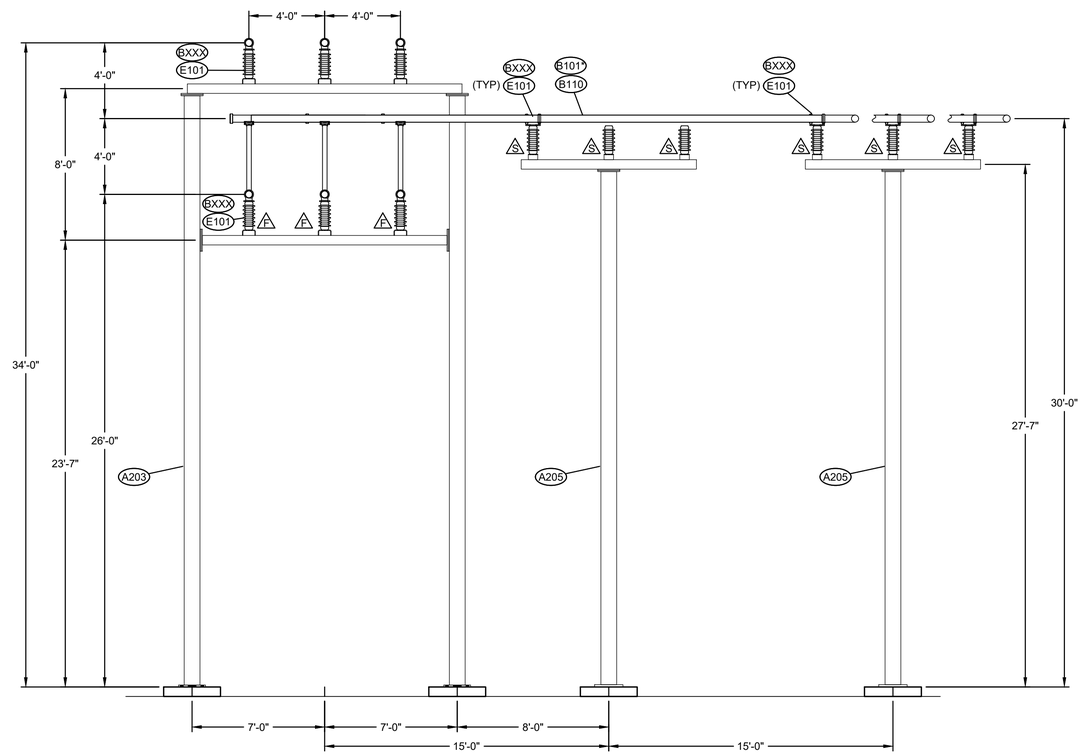
Substation Elevation



ELEVATION E-E



ELEVATION F-F



ELEVATION G-G

CLEARANCES:

34.5kV CLEARANCE (200kV BIL)
PHASE TO PHASE: MIN. 3'-0"
METAL TO METAL: MIN. 18"
PHASE TO GROUND: MIN. 13"

NOTE:

BLUE EQUIPMENT ON HOLD
FOR VENDER DRAWINGS.

ELEVATION KEY

(X000) BILL OF MATERIAL DESIGNATION

(X000*) FOR DAMPENING PURPOSES

(X) BUS CONNECTION DESIGNATION
-F = FIXED
-S = SLIP
-E = EXPANSION

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW & APPROVAL ONLY

NO.	DATE	DWN.	CHK.	REVISIONS
A	02/21/24	DU	MJM	ISSUED FOR 30% REVIEW
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

SKY HORIZON SUBSTATION
DALLAS COUNTY, TX

SUBSTATION
ELEVATION E-E, F-F & G-G

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LAKEWOOD, CO 80215
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www.neieng.com

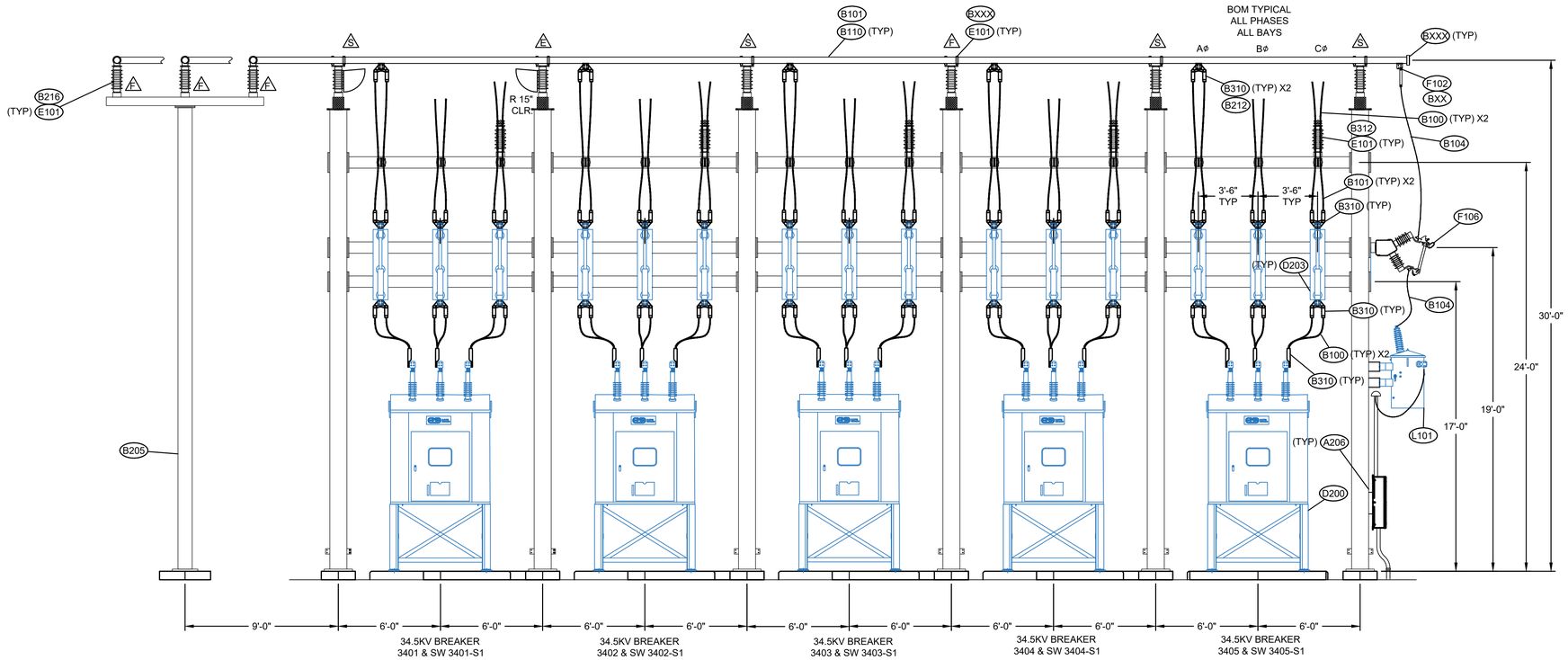
PriorityPower

DATE 02/21/24
SCALE 1/4"=1'-0"
JOB NO. 4323

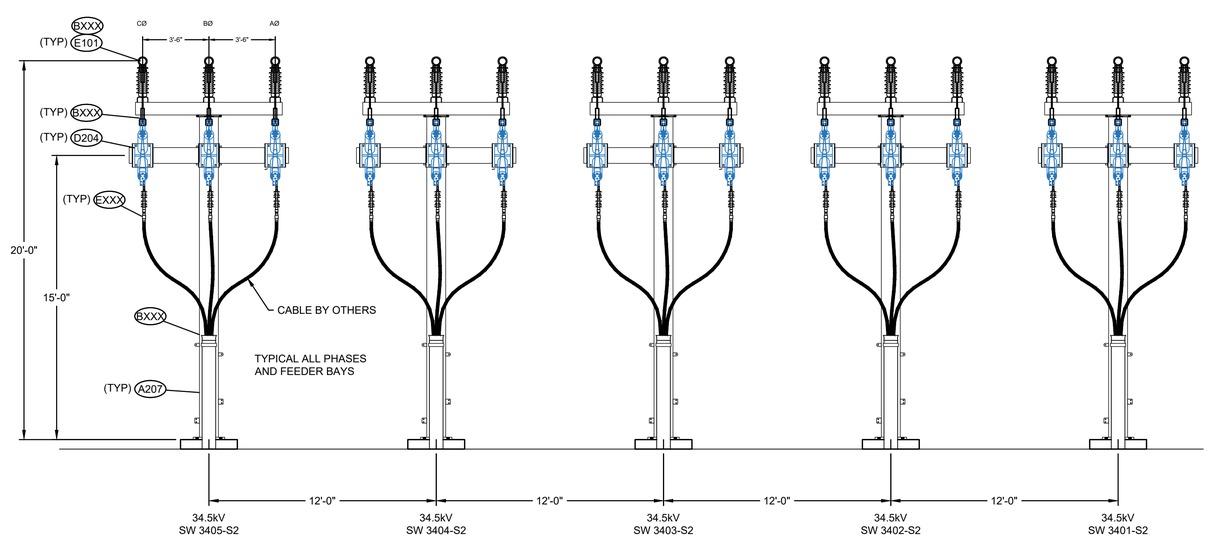
C03-06

Case Number Z24-14

Substation Elevation



ELEVATION H-H



ELEVATION J-J

NOTE:

BLUE EQUIPMENT ON HOLD
FOR VENDER DRAWINGS.

CLEARANCES:

34.5kV CLEARANCE (200kV BIL)
PHASE TO PHASE: MIN. 3'-0"
METAL TO METAL: MIN. 18"
PHASE TO GROUND: MIN. 13"

ELEVATION KEY

(X000) BILL OF MATERIAL DESIGNATION
(X000*) FOR DAMPENING PURPOSES
X BUS CONNECTION DESIGNATION
–F = FIXED
–S = SLIP
–E = EXPANSION

PRELIMINARY
NOT FOR CONSTRUCTION
FOR REVIEW & APPROVAL ONLY

NO.	DATE	DWN.	CHK.	REVISIONS
A	02/21/24	DJ	MJM	ISSUED FOR 30% REVIEW
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

SKY HORIZON SUBSTATION
DALLAS COUNTY, TX

SUBSTATION
ELEVATION H-H & J-J

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ELECTRIC POWER ENGINEERING, INC.
12600 W. COLFAX AVE, STE. C500
LAKEWOOD, CO 80215
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PriorityPower

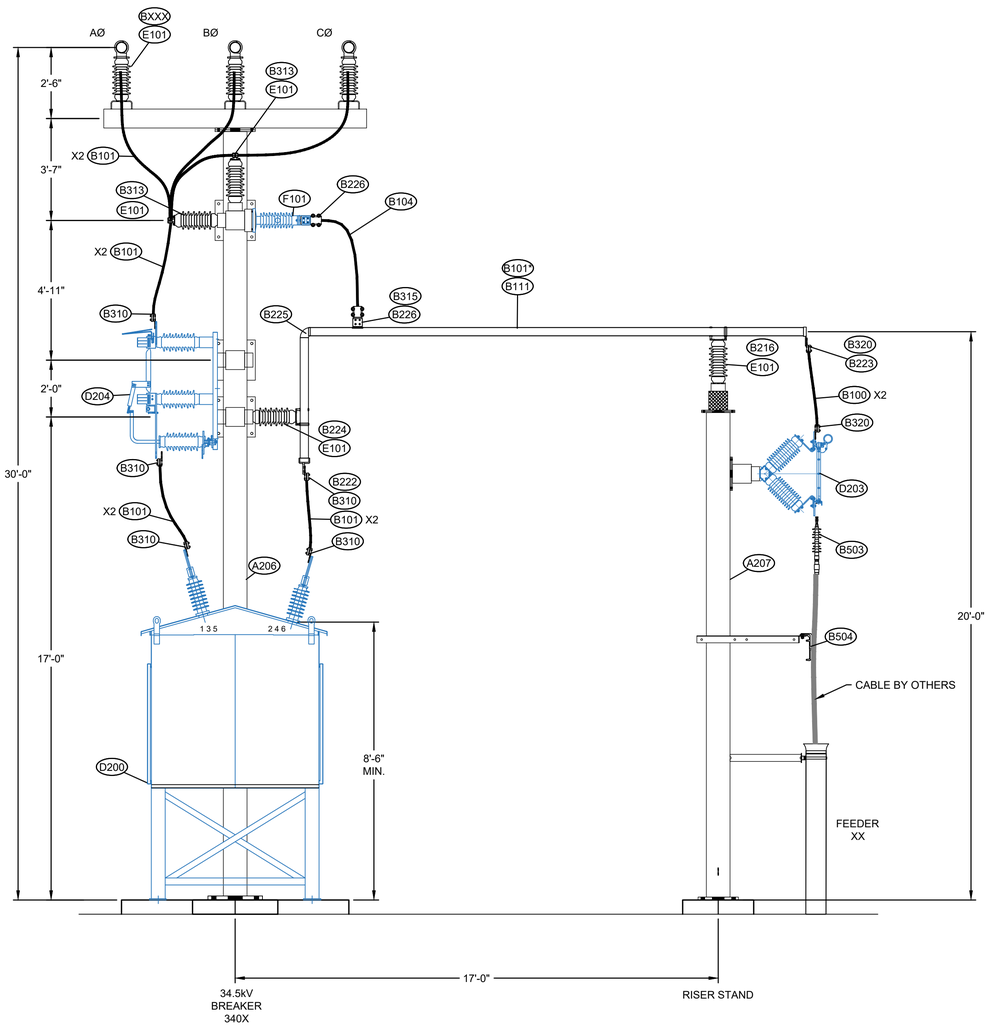
DATE	SCALE
02/21/24	1/4"=1'-0"

JOB NO. 4323

C03-07

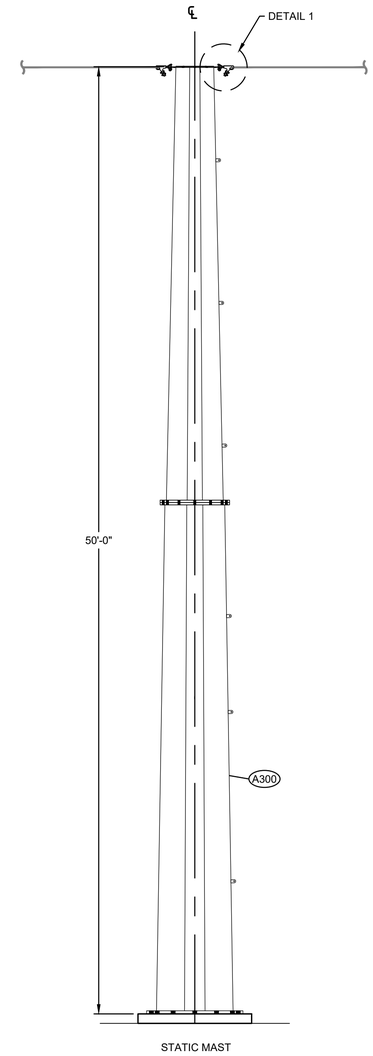
Case Number Z24-14

Substation Elevation



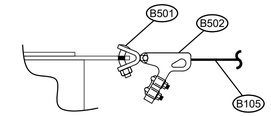
ELEVATION K-K

SCALE =3/8"-1'-0"



ELEVATION L-L

SCALE =1/4"-1'-0"



DETAIL 1

TYPICAL OF ALL STATIC
WIRE CONNECTIONS

NOTE:

BLUE EQUIPMENT ON HOLD
FOR VENDER DRAWINGS.

CLEARANCES:

34.5kV CLEARANCE (200kV BIL)
PHASE TO PHASE: MIN. 3'-0"
METAL TO METAL: MIN. 18"
PHASE TO GROUND: MIN. 13"

ELEVATION KEY

(X000) BILL OF MATERIAL DESIGNATION

(X000*) FOR DAMPENING PURPOSES

(X) BUS CONNECTION DESIGNATION
-F = FIXED
-S = SLIP
-E = EXPANSION

PRELIMINARY

NOT FOR CONSTRUCTION
FOR REVIEW & APPROVAL ONLY

NO.	DATE	DWN.	CHK.	REVISIONS
A	02/21/24	DJ	MJM	ISSUED FOR 30% REVIEW
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

SKY HORIZON SUBSTATION
DALLAS COUNTY, TX

SUBSTATION
ELEVATION K-K & L-L

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LAKEWOOD, CO 80215
(303) 431-7895
www.neieng.com

PriorityPower

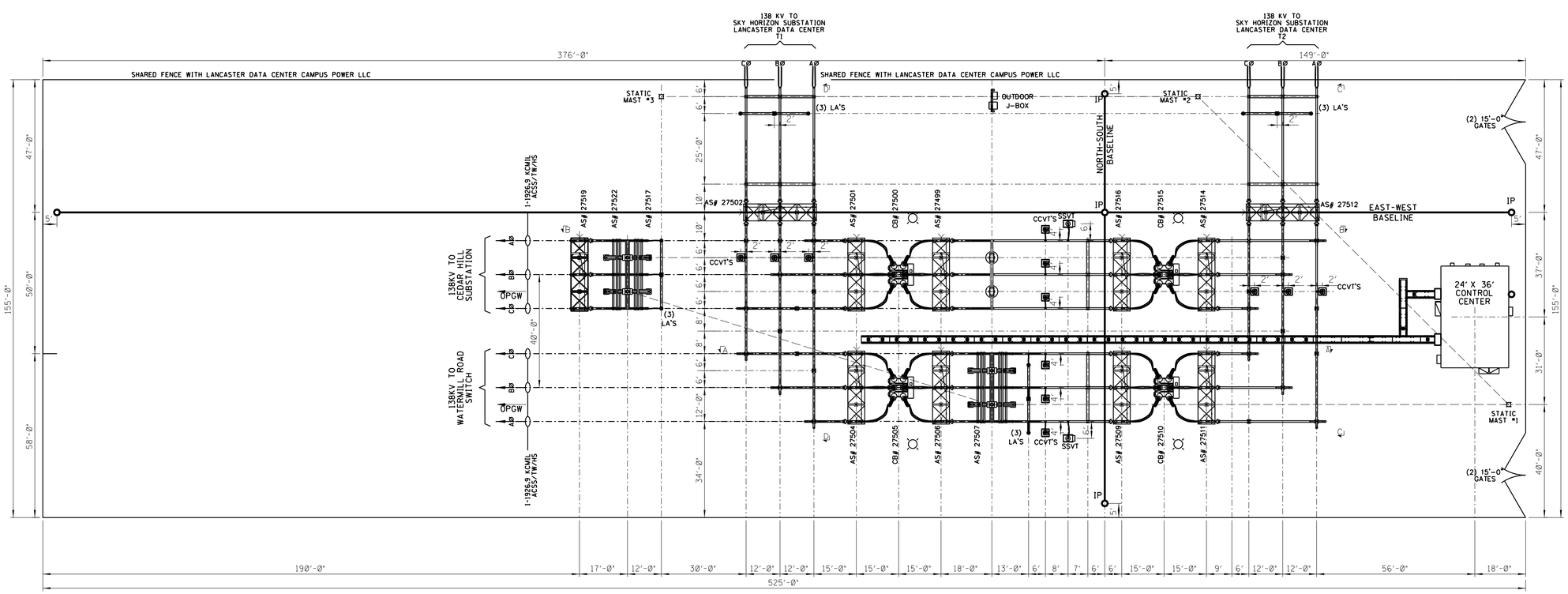
DATE 02/21/24
SCALE AS SHOWN
JOB NO. 4323

C03-08

E 84881-000
SHEET NO. 001

Switching Station Elevation

Case Number Z24-14



PRELIMINARY

CD
848810001

ONCOR
TRANSMISSION ENGINEERING

REVISION DESCRIPTION	DATE	VER.	STD NO.	WORK CENTER DALLAS	METRO EAST
DRAWN. CH.	APP.	APP.	APP.	REGION	W.A. 0P151439
W.A.	NO.	DATE			

SCALE 1" = 20'-0"
UNIT ID BBYSW
LIST OF DRAWINGS 848899001

BRADBERRY SWITCH
EQUIPMENT LAYOUT

DATE 08-08-23
DWN. DJLA
CH. M&S
ENG. DJLA
APP.
APP.

E 84881-000
SHEET NO. 001

FOLD

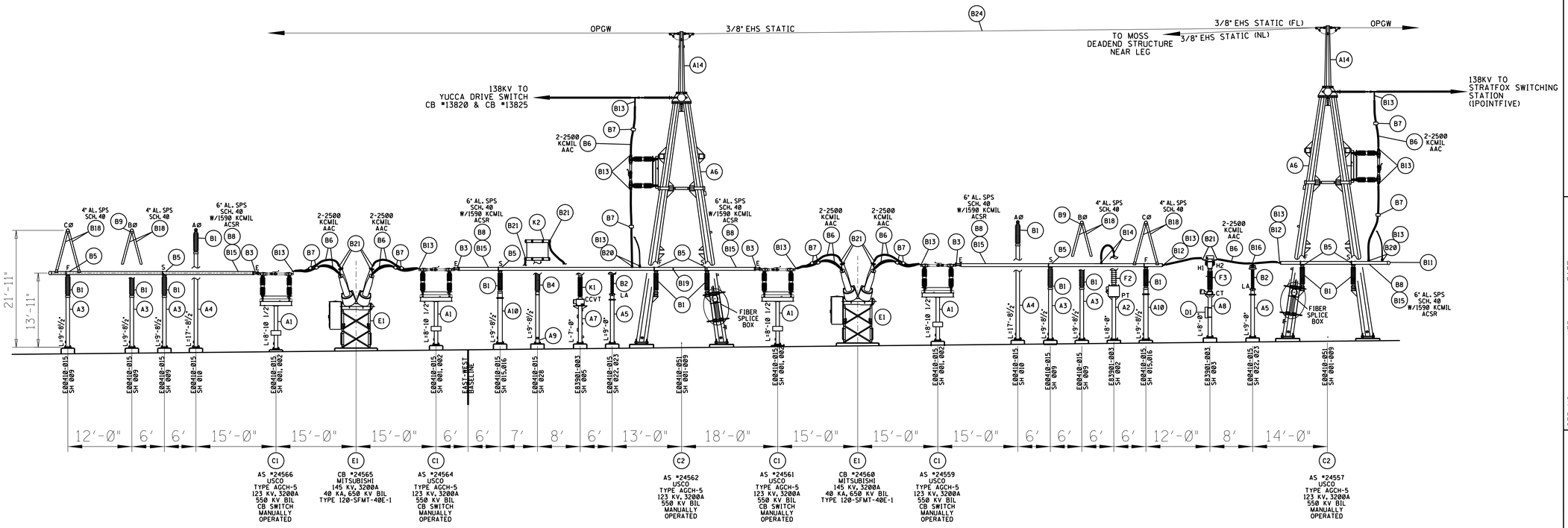
FOLD

***************DGNSPEC**************
PLOTTED BY : ********NAME*******
DATE PLOTTED : ********DATE*******

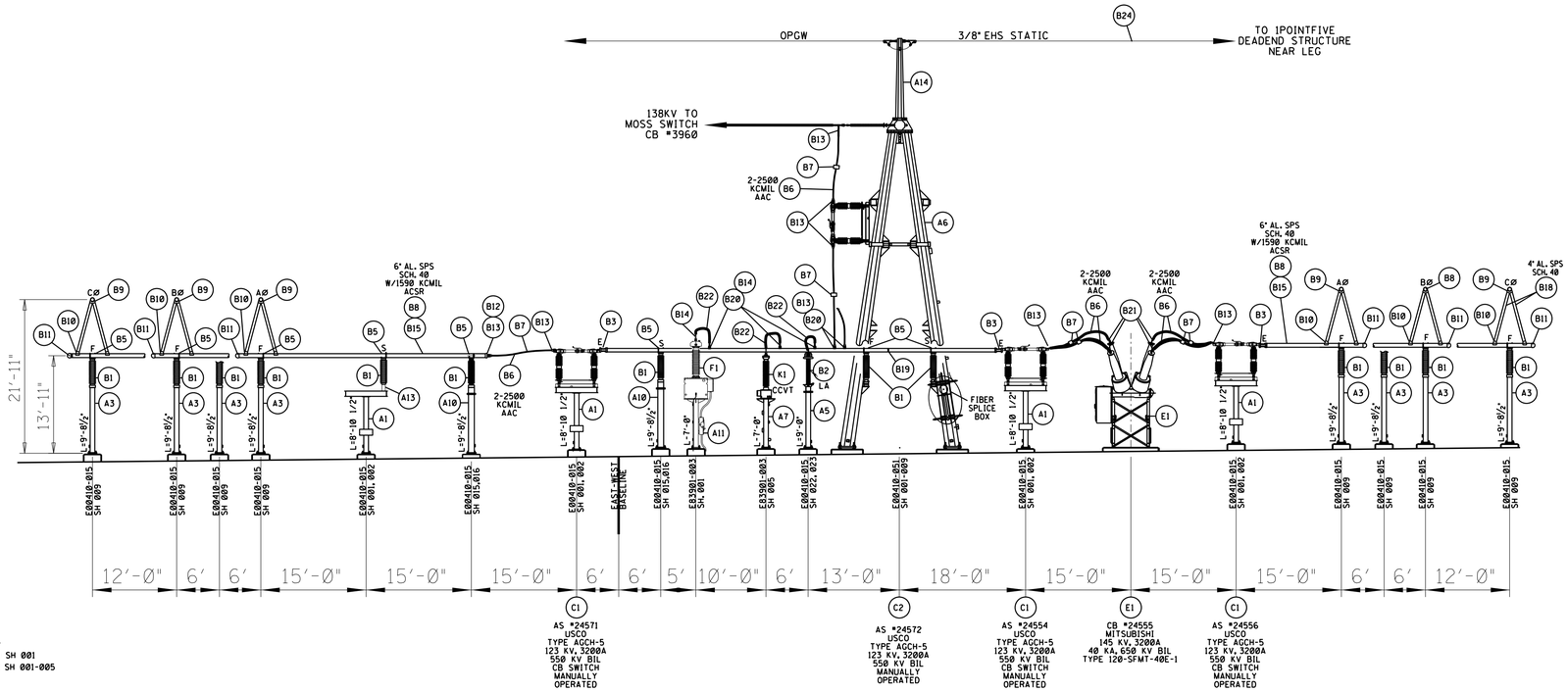
E 83901-001
SHEET NO. 001

Switching Station Elevation

Case Number Z24-14



SECTION "A-A"



SECTION "B-B"

LEGEND

E - EXPANSION FITTING
S - SLIP (SLIDING) FITTING
F - WELD FITTING TO BUS

REFERENCE DRAWINGS:

EQUIPMENT LAYOUT..... E83901-000 SH 001
EQUIPMENT DETAILS..... E83901-002 SH 001-005
BILL OF MATERIAL 839070001

NOTES

1. ALL TUBULAR BUS TUBING T6063-T6 & FLEXIBLE CONDUCTORS ARE RATED PER THE FOLLOWING TABLE AS 50 DEG C RISE OVER 40 DEG C AMBIENT.

ALUMINUM BUS (TUBULAR) AMPACITY: ONCOR DEFINED AS		
TSN#	BUS DEFINED	AMPS
325181	6" SCH.40, T6063-T6 ALLOY, SEAMLESS	4435A
323177	4" SCH.40, T6063-T6 ALLOY, SEAMLESS	2954A
380414	DOUBLE 2500AAC CONDUCTOR PER PHASE	3484A

2. ALL TUBULAR BUS SPANS SHOWN ARE RATED FOR UP TO 40kA FAULT CURRENT. AT THIS FAULT CURRENT LEVEL, THE MAX SPAN LENGTH USING HIGH STRENGTH INSULATORS, TSN NUMBER 313268, ANSI TR287, IS 30 FEET FOR 12' PHASE TO PHASE BUS SPACING. FOR FAULT CURRENTS GREATER THAN 40kA EXTRA BUS SUPPORTS MAY BE REQUIRED AND SHOULD BE EVALUATED BY THE ENGINEER.

3. BUS DAMPING CONDUCTOR IS REQUIRED AS OUTLINED IN THE FOLLOWING TABLE:

DAMPER CABLE	
TUBULAR BUS DEFINED	CABLE SIZE
6" SCH.40, T6063-T6 ALLOY, SEAMLESS	SINGLE 1590ACSR CONDUCTOR PER PHASE

FOLD

CD 839010101

ONCOR

TRANSMISSION ENGINEERING

WORK CENTER	ODESSA	STD NO.		VER.		DATE			
								DRAWN.	CH.
							DULA	M&S	DULA
									JP
REVISION DESCRIPTION									
ADD 3-PHASE BUS SUPPORT									

REGION	METRO WEST	W.A.	0PT49486	W.A.	APP.
			0PT49486	1	12-20-2023
				NO.	DATE

UNIT ID	RWYSW	LIST OF DRAWINGS A-839089901	APP.	APP.
RACEWAY SWITCH EQUIPMENT ELEVATIONS SECTIONS "A-A" & "B-B"				
SCALE	1"=10'	DWN. GEL	CH. M&S	ENG. DULA
DATE 05-08-2023				

E 83901-001
SHEET NO. 001

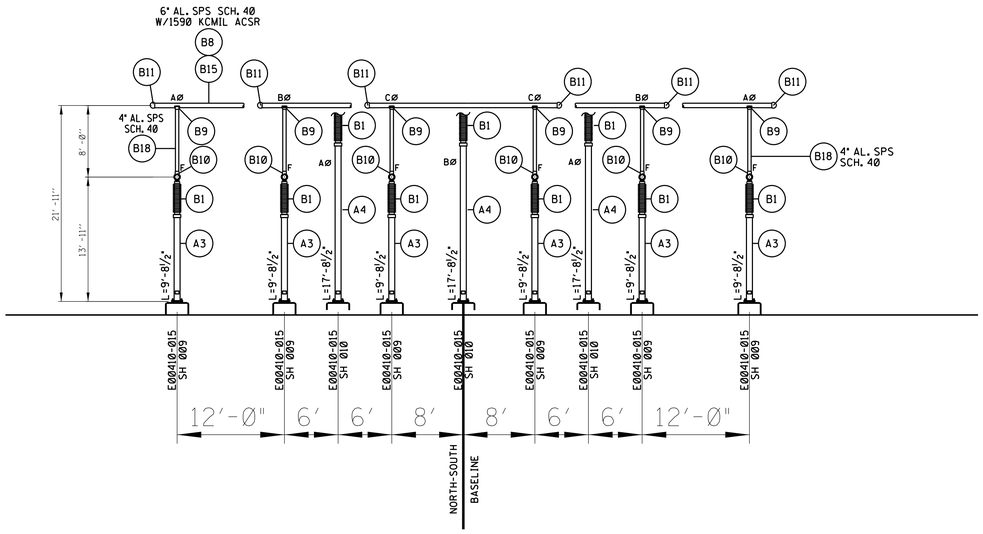
FOLD

FOLD

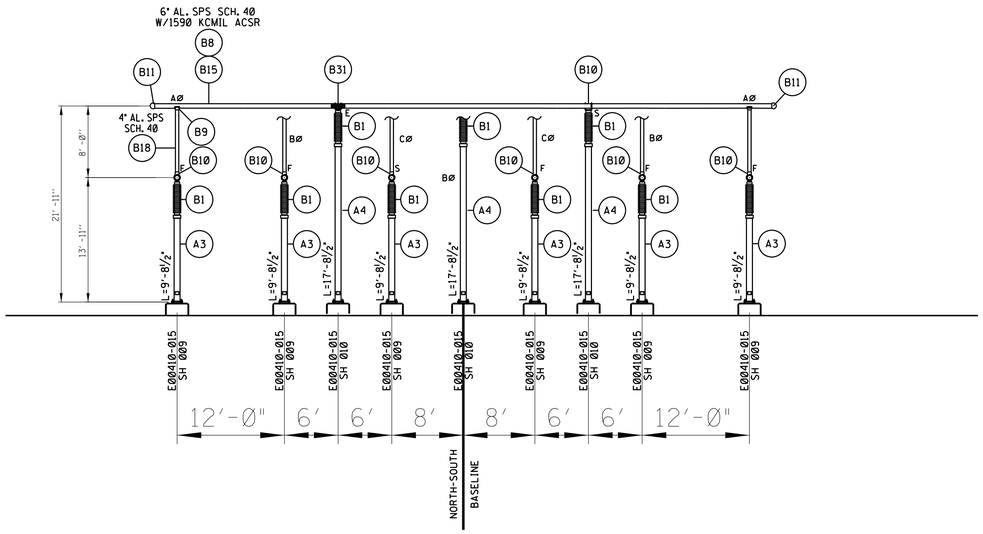
##########DGNSPEC##########
PLOTTED BY : ########NAME#######
DATE PLOTTED : ########DATE#######

Switching Station Elevation

Case Number Z24-14



SECTION "C-C"



SECTION "D-D"

LEGEND

E - EXPANSION FITTING
S - SLIP (SLIDING) FITTING
F - WELD FITTING TO BUS

REFERENCE DRAWINGS:

EQUIPMENT LAYOUT_____E83901-000 SH 001
EQUIPMENT DETAILS_____E83901-002 SH 001-005
BILL OF MATERIAL _____ 839070001

NOTES

1. ALL TUBULAR BUS TUBING T6063-T6 & FLEXIBLE CONDUCTORS ARE RATED PER THE FOLLOWING TABLE AS 50 DEG C RISE OVER 40 DEG C AMBIENT.

ALUMINUM BUS (TUBULAR) AMPACITY: ONCOR DEFINED AS		
TSN#	BUS DEFINED	AMPS
323181	6" SCH.40, T6063-T6 ALLOY, SEAMLESS	4435A
323177	4" SCH.40, T6063-T6 ALLOY, SEAMLESS	2954A
386414	DOUBLE 2500AAC CONDUCTOR PER PHASE	3404A

2. ALL TUBULAR BUS SPANS SHOWN ARE RATED FOR UP TO 40kA FAULT CURRENT. AT THIS FAULT CURRENT LEVEL, THE MAX SPAN LENGTH USING HIGH STRENGTH INSULATORS, TSN NUMBER 313268, ANSI TR287, IS 30 FEET FOR 12' PHASE TO PHASE BUS SPACING. FOR FAULT CURRENTS GREATER THAN 40kA EXTRA BUS SUPPORTS MAY BE REQUIRED AND SHOULD BE EVALUATED BY THE ENGINEER.

3. BUS DAMPING CONDUCTOR IS REQUIRED AS OUTLINED IN THE FOLLOWING TABLE:

DAMPER CABLE	
TUBULAR BUS DEFINED	CABLE SIZE
6" SCH.40, T6063-T6 ALLOY, SEAMLESS	SINGLE 1590ACSR CONDUCTOR PER PHASE

CD
839010102

ONCOR
TRANSMISSION ENGINEERING

REVISION DESCRIPTION	DRAWN.	CH.	APP.	APP.	APP.

STD NO.	VER.	DATE

WORK CENTER	REGION	W.A.	NO.	DATE
ODESSA	METRO WEST	WP149486		

UNIT ID	LIST OF DRAWINGS
RMYSW	A-839089901

RACEWAY SWITCH
EQUIPMENT ELEVATIONS
SECTIONS "C-C" & "D-D"

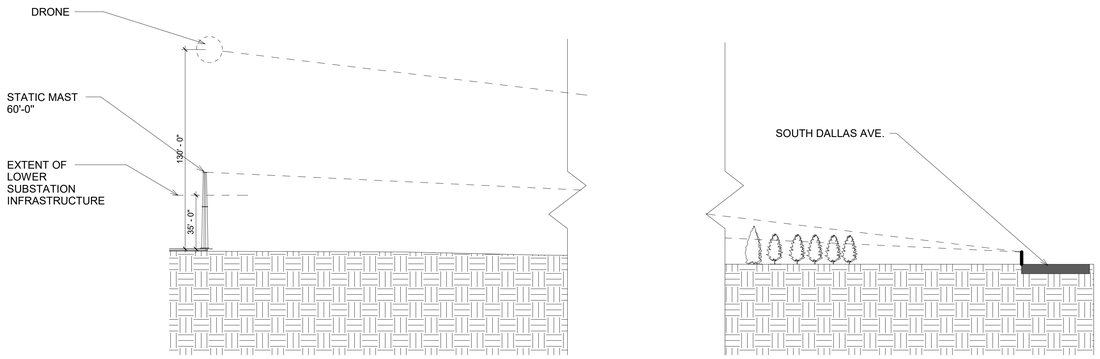
SCALE	DWN.	CH.	ENG.	APP.	APP.
1/8"=1'	GEL	M&S	DJLA	JP	

DATE 05-08-2023

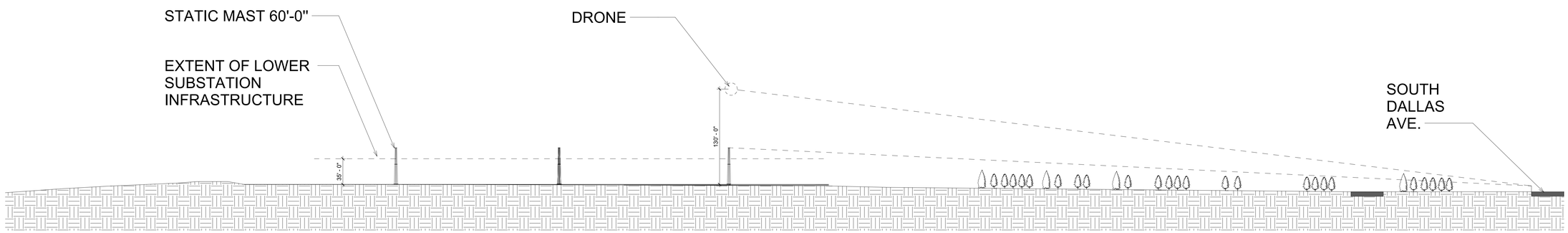
E 83901-001
SHEET NO. 002

Line of Site Rendering

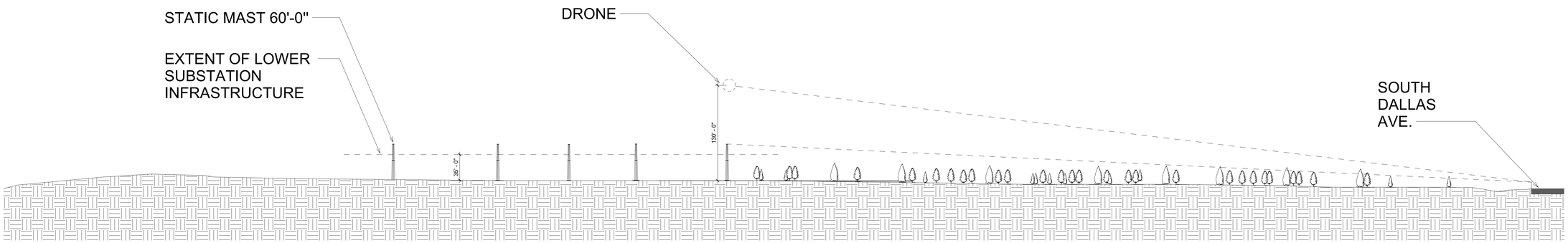
Case Number Z24-14



3 ENLARGED Site Section 1
1" = 40'-0"



2 Site Section 2
1" = 60'-0"



1 Site Section 1
1" = 60'-0"

CORGAN

CORGAN
401 N. Houston St
Dallas, TX 75202
T: 214-748-2000

SYSKA HENNESSY GROUP

BGE

AG/E

	ISSUES	
1	02.29.2024	TKD MASTERPLAN
2	03.28.2024	TKD SCHEMATIC DESIGN
3		
4		
5		
6		
7		
8		
9		
10		

	REVISIONS	

This Document was produced by or under the authority of Registered Architect:

James Cober

This document is incomplete and may not be used for regulatory approval, permit or construction.

Date of issue:
03.28.2024

LAN 01
CORE & SHELL

2401 SOUTH DALLAS AVE.
LANCASTER, TX 75146.

SITE SECTION

JOB 23330.0100
DATE 01.31.2024
SHEET

A01-04

3/20/2024 6:32:23 PM A01-04 SITE SECTION

Site Plan

Case Number Z24-14

SITE DATA SUMMARY TABLE	
GENERAL SITE DATA	LOT 3, BLOCK 1
ZONING	LIGHT INDUSTRIAL
LAND USE	SUBSTATION
LOT 1 AREA	859,768 SF/19.738 AC
PARKING	
PARKING REQUIRED	2 SPACES (SUBSTATION)
PARKING PROVIDED	2
ADA PARKING REQUIRED*	1
ADA PARKING PROVIDED	1
*NOTE: HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS	

LEGEND

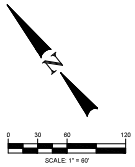
- PROPERTY LINE
- EASEMENT LINE
- SS — EXISTING SANITARY SEWER AND MANHOLE
- EXISTING WATER AND FIRE HYDRANT
- EXISTING STORM LINE
- OHE — EXISTING OVERHEAD ELECTRIC
- GAS — EXISTING GAS LINE
- EXISTING UNDERGROUND ELECTRIC
- GAS — PROPOSED GAS LINE
- SS — PROPOSED SANITARY SEWER
- W — PROPOSED WATER
- PROPOSED STORM LINE
- PROPOSED MANHOLE
- PROPOSED IRRIGATION METER
- PROPOSED DOMESTIC METER
- PROPOSED GATE VALVE
- FIRE DEPARTMENT CONNECTION
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED WYE INLET
- PROPOSED CURB INLET
- Ø PP — POWER POLE

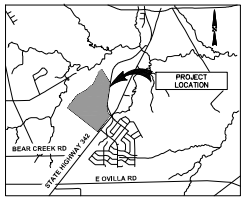
KEY

TYP	TYPICAL	PP	POWER POLE
BFR	BARRIER FREE RAMP	ESMT	EASEMENT
FH	FIRE HYDRANT	○	NUMBER OF PARKING SPACES
MH	SEWER MANHOLE	STMH	STORM MANHOLE
GI	GRATE INLET	WYE	WYE INLET
CI	CURB INLET	FDC	FIRE DEPARTMENT CONNECTION

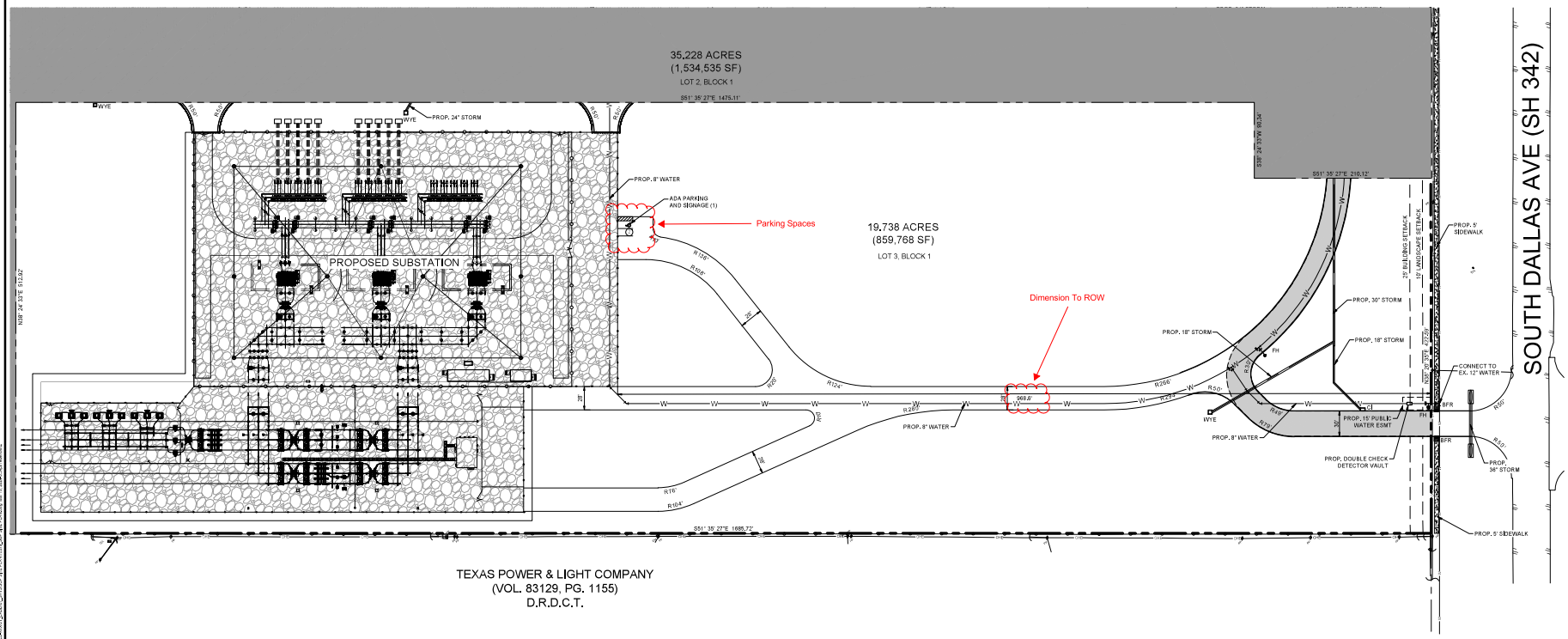
NOTES:

1. CONTRACTOR TO NOTIFY ENGINEER IF EXISTING CONDITIONS VARY FROM THOSE SHOWN.
2. ALL WORK AND MATERIALS SHALL COMPLY WITH CITY AND COUNTY REGULATIONS AS WELL AS O.S.H.A STANDARDS.
3. ALL DIMENSIONS ARE TO THE FACE OR CURB UNLESS OTHERWISE NOTED.
4. ALL FIRE LANE RADII ARE 20-FEET MINIMUM.
5. ALL FIRE LANES ARE 24-FEET WIDE MINIMUM.
6. HANDICAP PARKING AND MARKING SHALL BE IN ACCORDANCE WITH ADA STANDARDS.
7. ALL SCREENING SHALL BE IN ACCORDANCE WITH CITY OF LANCASTER REQUIREMENTS.
8. FIRE HYDRANTS SHALL BE SPACED AT MAXIMUM 300 FEET AS MEASURED ALONG THE LENGTH OF THE FIRE LANE.
9. FIRE HYDRANT ASSEMBLY SHALL HAVE 8 INCH SERVICE CONNECTION.
10. FIRE DEPARTMENT CONNECTION SHALL BE WITHIN 50 FEET OF FIRE HYDRANT.
11. WATER SHALL HAVE A MINIMUM DEPTH OF COVER OF 48 INCHES.
12. SANITARY SEWER PIPE SHALL BE SDR-35 FOR DEPTHS LESS THAN 10 FEET AND SDR-26 FOR DEPTHS 10 FEET OR GREATER.
13. WATER AND SANITARY SEWER CROSSINGS SHALL BE IN ACCORDANCE WITH TCEQ STANDARDS.
14. CONTRACTOR TO COORDINATE WITH RESPECTIVE COMPANY FOR ANY RELOCATIONS, INCLUDING POWER POLES, LIGHT POLES, AND ELECTRICAL BOXES.
15. MAJOR AND MINOR DRAINAGE SYSTEM COMPONENTS DEDICATED TO AND ACCEPTED BY THE CITY WILL BE MAINTAINED BY THE CITY.





VICINITY MAP
(NOT TO SCALE)



!!WARNING!!
EXISTING UNDERGROUND UTILITIES. CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES AND COORDINATE WITH CORRESPONDING COMPANY PRIOR TO CONSTRUCTION.

BEFORE YOU DIG, CALL DIG TESS
1-800-DIG-TESS

SITE PLAN
CASE NUMBER: Z24-14
LANCASTER DATA CENTER
LOT 3, BLOCK 1
19.738 ACRES OR 859,768 SQ. FT.
WILLIAM C. WALKER SURVEY, ABSTRACT NO. 1528
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

OWNER/DEVELOPER	ENGINEER
BANDERA VENTURES	BGE, INC.
5820 W. NORTHWEST HWY, SUITE 200	2595 DALLAS PKWY, SUITE 101
DALLAS, TEXAS 75225	FRISCO, TEXAS 75034
TEL: (214) 334-2862	TEL: (972) 464-4865
CONTACT: MATT ASHBAUGH	CONTACT: NICK HOBBS

DATE PREPARED: 03/19/2024

BGE, Inc.
2595 Dallas Parkway, Suite 101
Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPE Registration No. F-1046

Copyright 2022

OWNER/DEVELOPER
BANDERA VENTURES
5820 W. Northwest Hwy, Suite. 200
Dallas, TX 75225
Tel: 214-334-2862
mashbaugh@banderaventures.com

SUP SITE PLAN

LANCASTER DATA CENTER
BLOCK 1, LOTS 1, 2, AND 3
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

THESE PLANS ARE ISSUED FOR THE PURPOSE OF PRELIMINARY REVIEW AND ARE NOT INTENDED FOR CONSTRUCTION. WHEN ISSUED IN FINAL FORM THEY WILL BE SEALED, SIGNED AND DATED.

RESPONSIBLE ENGINEER:
BGE, INC.
TEXAS REGISTERED ENGINEERING FIRM F-1046
NICHOLAS D. HOBBS, P.E.
TEXAS REGISTRATION NO. 112949
MARCH 19, 2024

!!CAUTION !!
Contractor to Verify exact location & Depth of Exist Facilities Prior to any Construction Activities

CAUTION !!!
CONTACT: 1-800-DIG-TESS
48 HOURS PRIOR TO CONSTRUCTION

REVISIONS

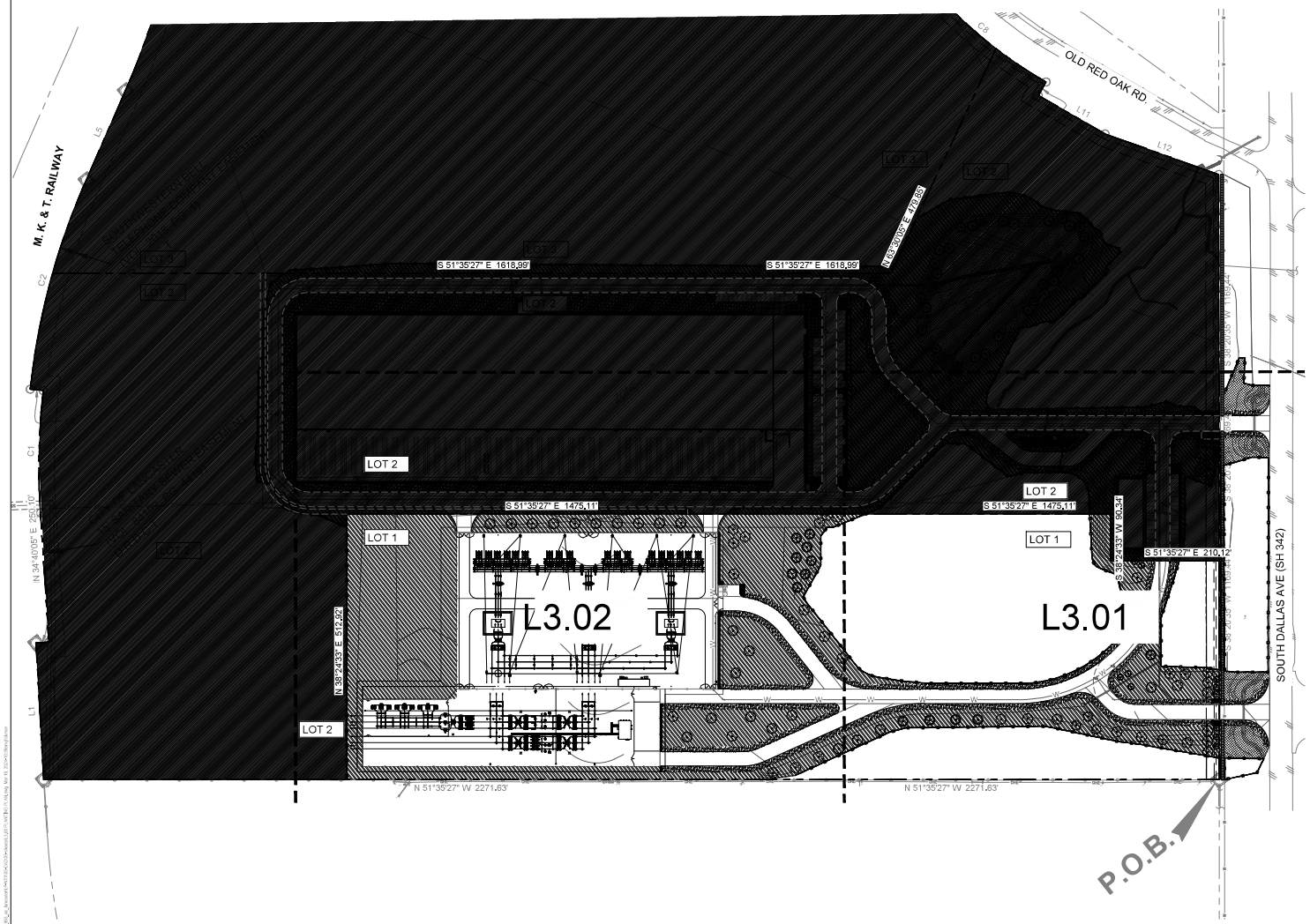
REV NO.	DATE	DESCRIPTION

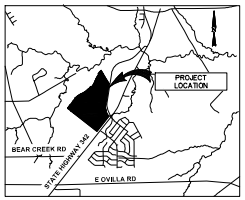
CHECKED BY: NDH
DESIGNED BY: EJB
DATE: MARCH 2024
PROJECT NUMBER: 10579-01

SHEET NO.
SUP-1.0

Case Number Z24-14

Landscape Plan





VICINITY MAP
(NOT TO SCALE)

Irrigation: To be design build by Landscape Contractor

BGE, Inc.
2595 Dallas Parkway, Suite 101
Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPE Registration No. F-1046

Copyright 2022

OWNER/DEVELOPER
BANDERA VENTURES
5820 W. Northwest Hwy, Suite. 200
Dallas, TX 75225
Tel: 214-334-2862
mashbaugh@banderaventures.com

LANDSCAPE ARCHITECTURE SUBMITTAL

OVERALL LANDSCAPE PLAN

Z24-14 SKYBOX DATA CENTER SUP
BLOCK 1, LOT 1
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

PRELIMINARY
NOT FOR
CONSTRUCTION

03.18.2024

N

0 50 100 200
SCALE: 1" = 100'

CONTRACTOR TO FIELD VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION

Texas811
Know what's below. Call before you dig.

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1-800-DIG-TESS

CAUTION !!
Contractor to Verify exact location & Depth of Exist Facilities Prior to any Construction Activities

CAUTION !!!
CONTACT: 1-800-DIG-TESS
48 HOURS PRIOR TO CONSTRUCTION

REVISIONS

REV. NO.	DATE	DESCRIPTION

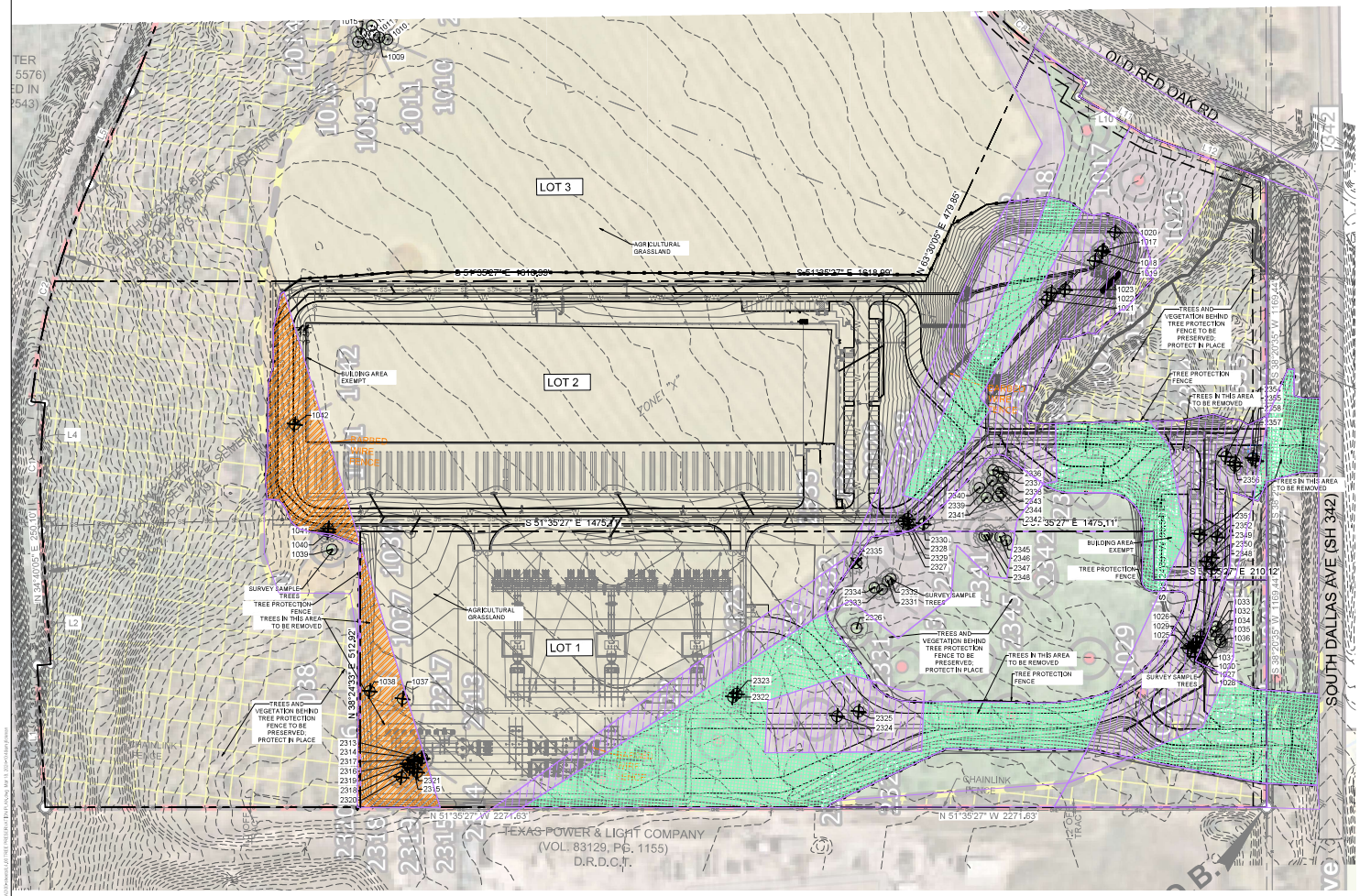
CHECKED BY: JF
DESIGNED BY: HM
DATE: 03.11.2024
PROJECT NUMBER: 10579-01

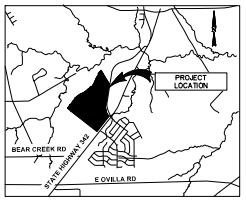
SHEET NO.
L3.00
OVERALL LANDSCAPE PLAN

BGE, INC.

Case Number Z24-14

Tree Preservation Plan





VICINITY MAP
(NOT TO SCALE)

BGE, Inc.
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Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPE Registration No. F-1046

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OWNER/DEVELOPER
BANDERA VENTURES
5820 W. Northwest Hwy, Suite. 200
Dallas, TX 75225
Tel: 214-334-2862
mashbaugh@banderaventures.com

LANDSCAPE ARCHITECTURE SUBMITTAL
TREE PRESERVATION PLAN

Z24-14 SKYBOX DATA CENTER SUP
BLOCK 1, LOT 1
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

PRELIMINARY
NOT FOR
CONSTRUCTION
03.18.2024

LEGEND

- TREE TO BE PRESERVED
- TREE TO BE REMOVED
- OFFSITE TREE TO REMAIN
- TREE PROTECTION FENCE

DECIDUOUS VEGETATION COMMUNITY:

TOTAL AREA IMPACTED: 77,897 SF (1.79 AC)
EST CALIPER INCHES PER AC: 329"

TOTAL MITIGATION REQUIRED: 588"

LOT 1
AREA IMPACTED: 36,154 SF (0.8299 AC)
EST CALIPER INCHES PER AC: 329"

LOT 1 MITIGATION REQUIRED: 273"

LOT 2
AREA IMPACTED: 41,743 SF (0.9583 AC)
EST CALIPER INCHES PER AC: 329"

LOT 2 MITIGATION REQUIRED: 315"

MIXED VEGETATION COMMUNITY:

TOTAL AREA IMPACTED: 263,134 SF / 6.04 AC
EST CALIPER INCHES PER AC: 234.4"

TOTAL MITIGATION REQUIRED: 1,416"

LOT 1
AREA OF IMPACT: 110,310 SF (2.53 AC)
EST CALIPER INCHES PER AC: 234.4"

LOT 1 MITIGATION REQUIRED: 593"

LOT 2
AREA IMPACTED: 152,824 SF (3.51 AC)
EST CALIPER INCHES PER AC: 234.4"

LOT 2 MITIGATION REQUIRED: 823"

MIXED 2 VEGETATION COMMUNITY:

TOTAL AREA IMPACTED: 268,631 SF (6.17 AC)
EST CALIPER INCHES PER AC: 24"

TOTAL MITIGATION REQUIRED: 148"

LOT 1
AREA OF IMPACT: 179,414 SF (4.12 AC)
EST CALIPER INCHES PER AC: 24"

LOT 1 MITIGATION REQUIRE: 99"

LOT 2
AREA IMPACTED: 89,217 SF (2.05 AC)
EST CALIPER INCHES PER AC: 24"

LOT 2 MITIGATION REQUIRED: 49"

LOT 1 MITIGATION REQUIRED: 965"

LOT 2 MITIGATION REQUIRED: 1,187"

NOTE: REFER TO TREE SURVEY SUMMARY REPORT & TREE DATA TABLE:

SCALE: 1" = 100'

CONTRACTOR TO FIELD VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION

Texas811
Know what's below. Call before you dig.
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1-800-DIG-TESS

CAUTION II
Contractor to Verify exact location & Depth of Exist Facilities Prior to any Construction Activities

CAUTION III
CONTACT: 1-800-DIG-TESS
48 HOURS PRIOR TO CONSTRUCTION

REVISIONS

REV. NO.	DATE	DESCRIPTION

CHECKED BY: JF
DESIGNED BY: HM
DATE: 03.11.2024
PROJECT NUMBER: 10579-01

SHEET NO.
L3.00.A
TREE PRESERVATION PLAN

Case Number Z24-14

Tree Preservation Plan

Deciduous Community Tree Count Estimate									
Species	DBH	Count	Community Estimate	Community Estimate Per Acre (Rounded)		Caliber Inches per acre	Tree Class	Mitigation Ratio	Exempt Status
Cedar Elm	6	9	57	10		60	Class 1	1:1	N
	7	14	88	15		105	Class 1	1:1	N
	8	6	38	7		56	Class 1	1:1	N
	9	2	13	2		18	Class 1	1:1	N
	10	3	19	3		30	Class 1	1:1	N
	13	1	6	1		13	Class 1	1:1	N
	21	1	6	1		21	Class 1	1:1	N
	26	1	6	1		26	Class 1	1:1	N
Osage Orange	7	3	19	3		21	Class 3	0	Yes - Under 24"
						Total Estimate Per Acre			
						Class 1	329		
						Class 2	0		
						Class 3	0		
						Total Requried Mitigaton Inches per AC	329"		

Mixed Community Tree Count Estimate									
Species	DBH	Count	Community Estimate	Community Estimate Per Acre (Rounded)		Caliber Inches per acre	Tree Class	Mitigation Ratio	Exempt Status
Osage Orange	6	3	20	2		12	Class 3	0	Yes - Under 24"
	7	4	26	3		21	Class 3	0	Yes - Under 24"
	8	7	46	5		40	Class 3	0	Yes - Under 24"
	9	2	13	2		18	Class 3	0	Yes - Under 24"
	11	2	13	2		22	Class 3	0	Yes - Under 24"
	15	1	7	1		15	Class 3	0	Yes - Under 24"
	16	1	7	1		16	Class 3	0	Yes - Under 24"
	17	1	7	1		17	Class 3	0	Yes - Under 24"
	18	1	7	1		18	Class 3	0	Yes - Under 24"
Cedar Elm	6	7	46	5		30	Class 1	1:1	N
	7	1	7	1		7	Class 1	1:1	N
	8	3	20	2		16	Class 1	1:1	N
	9	1	7	1		9	Class 1	1:1	N
Eastern Cottonwood	15	1	7	1		15	Class 3	.4:1	N
	16	1	7	1		16	Class 3	.4:1	N
	17	1	7	1		17	Class 3	.4:1	N
	18	1	7	1		18	Class 3	.4:1	N
	23	1	7	1		23	Class 3	.4:1	N
Green Ash	6	2	13	2		12	Class 1	1:1	N
	8	1	7	1		8	Class 1	1:1	N
	10	1	7	1		10	Class 1	1:1	N
Hercules Club	10	1	7	1		10	Class 1	1:1	N
American Elm	7	1	7	1		7	Class 3	.4:1	N
	10	2	13	2		20	Class 1	1:1	N
	12	3	20	2		24	Class 1	1:1	N
	16	2	13	2		32	Class 1	1:1	N
	18	1	7	1		18	Class 1	1:1	N
						Total Estimate Per Acre			
						Class 1	196		
						Class 2	0		
						Class 3	96		
						Total Requried Mitigaton Inches per AC	234.4"		

Mixed 2 Community Tree Count Estimate									
Species	DBH	Count	Community Estimate	Community Estimate Per Acre (Rounded)		Caliber Inches per acre	Tree Class	Mitigation Ratio	Exempt Status
Pecan	8	1	7	1		8	Class 1	1:1	N
	16	1	7	1		16	Class 1	1:1	N
Osage Orange	8	1	7	1		8	Class 3	0	Yes - Under 24"
						Total Estimate Per Acre			
						Class 1	24		
						Class 2	0		
						Class 3	0		
						Total Requried Mitigaton Inches per AC	24"		

NOTE: PER CITY ORDINANCE NO. 2017-06-21, FOR PROTECTED TREES, PAYMENT WILL BE MADE IN THE AMOUNT OF $160.00 PER 1" DBH. IN THE CASE WHEN AT LEAST 50% OF THE REQUIRED MITIGATION IS PROVIDED BY IN-SITE OR OFF-SITE PLANTING, A REDUCTION TO NOT LESS THAN $100 PER 1" DBH MAY BE ALLOWED

NOTE: TREE MITIGATION INCHES CALCULATED BY A 1:1 MITIGATION RATIO

LOT 1 TREE MITIGATION

MITIGATION INCHES REQUIRED: 965"

INCHES PRESERVED: 422"
INCHES PLANTED: 220"
INCHES PROVIDED: 642"

MITIGATION INCHES REMAINING: 323"

LOT 2 TREE MITIGATION

MITIGATION REQUIRED: 1,187"

INCHES PRESERVED: 1,087"
INCHES PLANTED: 117"
INCHES PROVIDED: 1,204"

MITIGATION INCHES REMAINING: 0"

TOTAL COMBINED TREE MITIGATION

MITIGATION REQUIRED: 2,152"

INCHES PRESERVED: 1,509"
INCHES PLANTED: 337"
INCHES PROVIDED: 1,846"

TOTAL MITIGATION INCHES REMAINING: 306" / 102 TREES @ 3" CAL.

50% MITIGATION INCHES NEEDED FOR COST REDUCTION: : 1,076" MIN. AMOUNT TO BE PAID TO CITY TREE FUND @ $100 PER INCH: 306" / $30,600

DECIDUOUS VEGETATION COMMUNITY:

TOTAL AREA PRESERVED: 21,823 SF (0.5010 AC)
EST CALIPER INCHES PER AC: 329"

TOTAL MITIGATION CREDIT EARNED: 165"

LOT 1
AREA PRESERVED: 0 SF (0.0 AC)
EST CALIPER INCHES PER AC: 329"

LOT 1 MITIGATION REQUIRED: 0"

LOT 2
AREA PRESERVED: 21,823 SF (0.5010 AC)
EST CALIPER INCHES PER AC: 329"

LOT 2 MITIGATION CREDIT EARNED: 165"

MIXED VEGETATION COMMUNITY:

TOTAL AREA PRESERVED: 125,988 SF (2.89 AC)
EST CALIPER INCHES PER AC: 234.4"

TOTAL MITIGATION CREDIT EARNED: 678"

LOT 1
AREA PRESERVED: 57,827 SF (1.33 AC)
EST CALIPER INCHES PER AC: 234.4"

LOT 1 MITIGATION CREDIT EARNED: 311"

LOT 2
AREA PRESERVED: 68,161 SF (1.56 AC)
EST CALIPER INCHES PER AC: 234.4"

LOT 2 MITIGATION CREDIT EARNED: 367"

MIXED 2 VEGETATION COMMUNITY:

TOTAL AREA PRESERVED: 213,316 SF (4.90 AC)
EST CALIPER INCHES PER AC: 24"

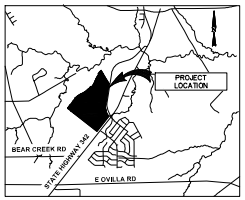
TOTAL MITIGATION CREDIT EARNED: 118"

LOT 1
AREA PRESERVED: 203,185 (4.66 AC)
EST CALIPER INCHES PER AC: 24"

LOT 1 MITIGATION CREDIT EARNED: 111.8"

LOT 2
AREA PRESERVED: 47,458 SF (1.09 AC)
EST CALIPER INCHES PER AC: 24"

LOT 2 MITIGATION CREDIT EARNED: 26"



VICINITY MAP
(NOT TO SCALE)

CONTRACTOR TO FIELD VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION

Texas811
Know what's below. Call before you dig.
BEFORE YOU DIG, CALL DIG TESS
1-800-DIG-TESS

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Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPE Registration No. F-1046

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OWNER/DEVELOPER
BANDERA VENTURES
5820 W. Northwest Hwy, Suite. 200
Dallas, TX 75225
Tel: 214-334-2862
mashbaugh@banderaventures.com

LANDSCAPE ARCHITECTURE SUBMITTAL

TREE DATA TABLE

Z24-14 SKYBOX DATA CENTER SUP
BLOCK 1, LOT 1
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

PRELIMINARY
NOT FOR
CONSTRUCTION

03.18.2024

CAUTION
Contractor to Verify exact location & Depth of Exist Facilities Prior to any Construction Activities

CAUTION
CONTACT: 1-800-DIG-TESS
48 HOURS PRIOR TO CONSTRUCTION

REVISIONS

REV NO.	DATE	DESCRIPTION

CHECKED BY: JF
DESIGNED BY: HM
DATE: 03.11.2024
PROJECT NUMBER: 10579-01

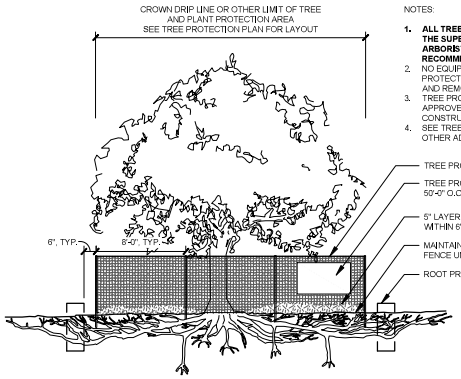
SHEET NO.
L3.00.A1

TREE DATA TABLE

BGE, INC.

Landscape Plan

Case Number Z24-14

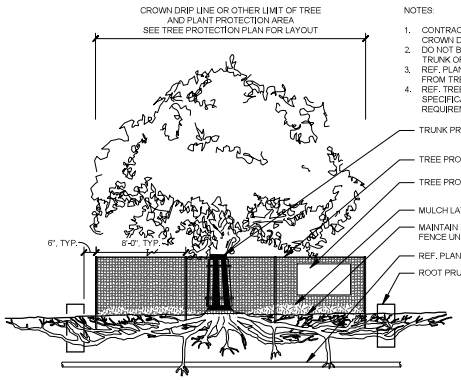


NOTES:

1. **ALL TREE AND ROOT PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF AN I.S.A. CERTIFIED ARBORIST. ARBORIST SHALL MAKE ALL FINAL ROOT PRUNING RECOMMENDATIONS TO OWNERS.**
2. NO EQUIPMENT SHALL OPERATE INSIDE THE TREE PROTECTION FENCE INCLUDING DURING FENCE INSTALLATION AND REMOVAL.
3. TREE PROTECTION FENCE LAYOUT AND INSTALLATION TO BE APPROVED BY OWNERS REPRESENTATIVE PRIOR TO ANY CONSTRUCTION ACTIVITY.
4. SEE TREE AND PLANT SPECIFICATIONS FOR WATERING AND OTHER ADDITIONAL REQUIREMENTS.

(A) TYPICAL TREE PROTECTION FENCING

SECTION — N.T.S.

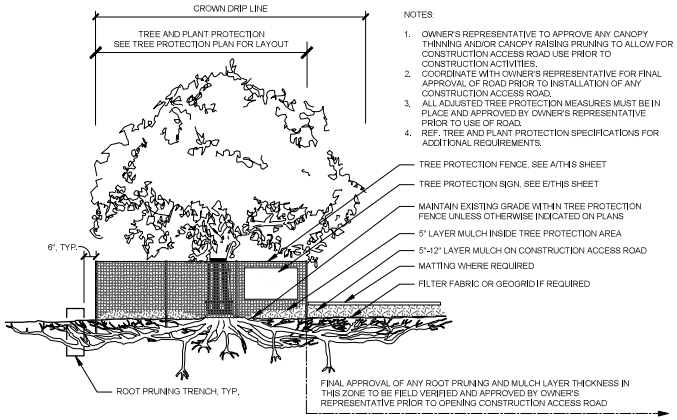


NOTES:

1. CONTRACTOR TO BORE UNDER THE CROWN DRIP LINE OF THE TREE.
2. DO NOT BORE DIRECTLY UNDER THE TRUNK OF THE TREE.
3. REF. PLANS FOR OFFSET DIMENSIONS FROM TREE TRUNK AND LENGTH OF BORE.
4. REF. TREE AND PLANT PROTECTION SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

(B) TREE PROTECTION: UTILITY BORING UNDER DROWN DRIP LINE

SECTION — N.T.S.

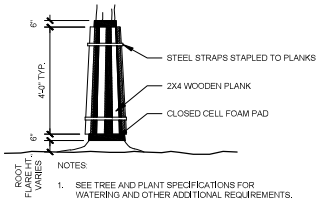


NOTES:

1. OWNER'S REPRESENTATIVE TO APPROVE ANY CANOPY THINNING AND/OR CANOPY RAISING PRUNING TO ALLOW FOR CONSTRUCTION ACCESS ROAD USE PRIOR TO CONSTRUCTION ACTIVITIES.
2. COORDINATE WITH OWNER'S REPRESENTATIVE FOR FINAL APPROVAL OF ROAD PRIOR TO INSTALLATION OF ANY CONSTRUCTION ACCESS ROAD.
3. ALL ADJUSTED TREE PROTECTION MEASURES MUST BE IN PLACE AND APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO USE OF ROAD.
4. REF. TREE AND PLANT PROTECTION SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.

(C) TREE PROTECTION: CONSTRUCTION ACCESS ROAD

SECTION — N.T.S.

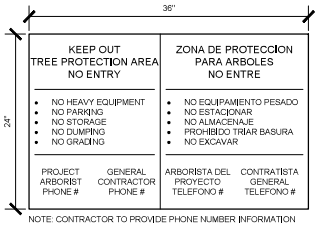


NOTES:

1. SEE TREE AND PLANT SPECIFICATIONS FOR WATERING AND OTHER ADDITIONAL REQUIREMENTS.

(D) TRUNK PROTECTION

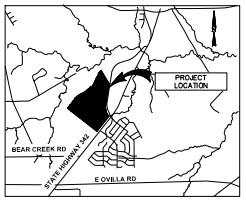
ELEVATION — N.T.S.



NOTE: CONTRACTOR TO PROVIDE PHONE NUMBER INFORMATION

(E) TRUNK PROTECTION

ENLARGEMENT — N.T.S.



VICINITY MAP

(NOT TO SCALE)

CONTRACTOR TO FIELD VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION

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LANDSCAPE ARCHITECTURE SUBMITTAL

TREE PRESERVATION PLAN

Z24-14 SKYBOX DATA CENTER SUP
BLOCK 1, LOT 1
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

PRELIMINARY
NOT FOR
CONSTRUCTION

03.18.2024

!CAUTION!!
Contractor to Verify exact location & Depth of Exist Facilities Prior to any Construction Activities

CAUTION !!!
CONTACT: 1-800-DIG-TESS
48 HOURS PRIOR TO CONSTRUCTION

REVISIONS

REV. NO.	DATE	DESCRIPTION

CHECKED BY: JF
DESIGNED BY: HM
DATE: 03.11.2024
PROJECT NUMBER: 10579-01

SHEET NO.

L3.00.A1

TREE PRESERVATION PLAN

Case Number Z24-14

Landscape Plan

City of Lancaster - LOT 1		
Site Area: 8,455,116.4 SF (194.10 AC)		
Lot 1 Area: 845,441.26 SF (19.41 AC)	Required	Provided
Sec. 14.804		
(a) Right-of -way Landscaping Requirements		
(1) Streetscape Buffer A street Landscape Buffer strip with a minimum width of 6' must be provided along the entire length of the property to be developed, between the back-of-curb and sidewalk, that is adjacenmt to any residential land use.,	6' Wide Landscape Buffer	6' Wide Landscape Buffer
(2) Street Tree Requirement 1 Large Tree 3" Cal. per every 50 LF of street frontage South Dallas Ave: 392.5 LF / 50 = 8 trees	8 Large Trees @ 3" EA = 24"	36,816 SF of Forested Area Perserved = 20" + 2 Small Trees @ 2" EA = 24"
(b) Required Site Landscaping		
(1) Minimum Landscaping Requirements		
(A) Area Required: For all nonresidential parcels, at least 20% of the site shall be permanently landscaped. 20% of total Site Area to be landscaped. All of the required landscape area shall be located in the Street Yards, side yards, and parking lots. **20% Xeriscape Landscape Credit**	845,441 (Lot 1 Area) x 20% = 169,088 SF 169,088 SF X 20% Reduction = 33,818 SF 169,088 - 33,818 = 135,270 SF	208,438 SF Landscape Area + 261,019 SF of Forested Area Preserved = 469,457 SF
(B) Trees Required 1. Street Yards less than 10,000 SF, one (1) tree per 1,000 SF	9,810 SF 412,366 SF = Street Yard Area 402,366 SF / 2,000 = 202 trees + 10 trees = 212 trees / 636*	252,898 SF of Forested Area Preserved = 402" + (67 Large Trees @ 3" Cal + 11 Small Trees @ 2" Cal.) = 636"
(B) Trees Required 5. Shrubbery Required: 1 shrub shall be required for every 50 sf of the required landscape area.	135,270 (Required Landscape Area) / 50 SF = 2,705 Shrubs	248 shrubs + 261,019 SF of Forested Area Preserved
(B) Trees Required 6. Groundcover Required: 10% of the required landscape area shall be maintained in groundcover.	135, 270 (Required Landscape Area) x 10% = 13,527 SF	261,019 SF of Forested Area Preserved
(D) Detention Basins: 1 tree shall be required for every 750 SF of dry land area.	0 SF (Dry Detention Land Area) / 750 SF = 0 trees	0 trees
(c) Landscaping for Non-residential Land Uses		
(1) Screening of Parking: Where on-site parking is located adjacent to a street, roadway, or public open space, a minimum 10' landscape buffer is required between the property lines and any parking, paving, or internal driveways.	10' Landscape Buffer	N.A
(B) Screen: The screening shall be between a minimum height of 3' and a maximum of 4' (no more than 36" O.C.) above the grade of the parking lot and located adjacent to the parking lot.	Parking Lot Screening	N/A
(2) Internal Parking Lot Landscaping		
A. Parking Lot Landscape Area: Less than 25% = 15 SF per parking stall	2 parking stalls x 15 SF = 30 SF	30 SF
C. Planting Requirements: All planter islands in parking areas shall contain a minium of 1 canopy tree with the area remaining in shrubs, groundcover, grasses, or seasonal color	0 planting islands	N/A

PLANT SCHEDULE LOT 1

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COND	HT	SPR	REMARKS
CANOPY TREES									
	QM	3	Quercus macrocarpa	Burr Oak	3" cal	CONT	14' ht	6' spr	Single Trunk, Strong Central Leader, 4' Clear HT, Matching
	QH	13	Quercus muehlenbergii	Chinkapin Oak	3" cal	CONT	14' ht	6' spr	Single Trunk, Strong Central Leader, 4' Clear HT, Matching
	QS	13	Quercus shumardii	Shumard Red Oak	3" cal	CONT	14' ht	6' spr	Single Trunk, Strong Central Leader, 4' Clear HT, Matching
	QV	24	Quercus virginiana	Southern Live Oak	3" cal	CONT	14' ht	6' spr	Single Trunk, Strong Central Leader, 4' Clear HT, Matching
	TD	3	Taxodium distichum	Bald Cypress	3" cal	CONT	14' ht	6' spr	Single Trunk, Strong Central Leader, 4' Clear HT, Matching
	UC	15	Ulmus crassifolia	Cedar Elm	3" cal	CONT	14' ht	6' spr	Single Trunk, Strong Central Leader, 4' Clear HT, Matching
ORNAMENTAL TREES									
	CER TXA	8	Cercis canadensis texensis	Texas Redbud	2" cal	CONT	12' ht	6' spr	Multi-trunk (3 min., 4' Clear HT, Matching
	CL	3	Chilopsis linearis	Desert Willow	2" cal	B&B	6' ht	4' spr	Multi-Trunk (3 Min.) Full to ground, Matching
SHRUBS									
	DAS	4	Dasylirion texanum	Texas Sotol	3 gal	CONT	24" ht	18" spr	Full, Matching, 24" o.c.spacing
	HES PAR	18	Hesperaloe parviflora	Red Yucca	5 gal		30" ht		
	IVN	38	Ilex vomitoria 'Nana'	Dwarf Yaupon Holly	5 gal	CONT	30" ht	--	Full, Matching, 36" o.c. spacing
	LFS	78	Leucophyllum frutescens	Texas Sage	5 gal	CONT	24" ht	24" spr	Full, Matching, 48" o.c. spacing
	MAD	27	Malvaviscus drummondii	Turk's Cap	3 gal	CONT	24" ht	18" spr	Full, Matching, 24" o.c. spacing
	MYP	5	Myrica pusilla	Dwarf Wax Myrtle	5 gal	CONT	30" ht	18" spr	Full, Matching, 36" o.c. spacing
	OPU2	8	Opuntia aurea 'Texas Feeder'	Spineless Prickypear	5 gal	CONT	30" ht	30" spr	Full, Matching, 36" o.c. spacing
	SHD	8	Salvia farinacea 'Henry Duelberg'	Henry Duelberg Mealy Sage	3 gal	CONT	24" ht		
	SSM	18	Salvia x sylvestris 'May Night'	May Night Sage	3 gal	CONT	12" ht	12" spr	Full, Matching, 18" o.c. spacing
	WTX	31	Wedelia texana	Zexmenia	3 gal	CONT	12" ht		Full, Matching, 24" o.c. spacing
	YUF	15	Yucca filamentosa 'Color Guard'	Color Guard Yucca	3 gal	CONT	18" ht	18" spr	Full, Matching, 24" o.c. spacing
SEED									
	SPM	249,603 sf		Blackland Prairie Mix	--	--	--	--	Drill seed, Native American Seed Mix #2800, Ref. Planting Specs
	DPM	8,319 sf		Drainfield Mix	--	--	--	--	Drill seed, Native American Seed Mix #2861, Ref. Planting Specs
SOD									
	SOD	40,078 sf	Cynodon dactylon	Common Bermuda Grass	--	--	--	--	Solid Sod, tight sand filled joints, 100% weed, disease and pest free

GENERAL NOTES

1. ADDITIONAL PLANT MATERIAL WILL BE INSTALLED ON-SITE BY OWNER, IN ACCORDANCE WITH THE CITY OF LANCASTER LANDSCAPE STANDARDS. MATERIAL SHOWN ON THIS PLAN IS TO MEET MINIMUM CITY OF LANCASTER LANDSCAPE ORDINANCE REQUIREMENTS.
2. ALL PLANT MATERIAL SHALL BE MAINTAINED BY OWNER IN A HEALTHY AND GROWING CONDITION, AND REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE IF DAMAGED, DESTROYED OR REMOVED.
3. LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER MATERIALS OR PLANTS NOT A PART OF THE LANDSCAPING.
4. AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED TO WATER ALL LANDSCAPE AREAS, INCLUDING RIGHT-OF-WAY AREAS. ADJUSTMENTS TO SYSTEM WILL LIMIT OVERSPRAY ONTO ADJACENT ROADWAYS AND CONSERVE WATER TO THE GREATEST EXTENT POSSIBLE.
5. ALL LANDSCAPE AREAS SHALL BE PROTECTED BY RAISED SIX INCH CONCRETE CURBS.
6. ALL LANDSCAPE AREAS SHALL BE CONSTRUCTED, INSTALLED AND MAINTAINED SO AS NOT TO OBSTRUCT VIEW OF MOTORISTS BETWEEN THE STREET AND THE ACCESS DRIVES. VISIBILITY TRIANGLES SHALL ALWAYS REMAIN UNOBSTRUCTED.
7. ALL PERMEABLE SURFACES NOT OCCUPIED BY TREES, SHRUBS, PLANTING BEDS, SIGNS AND OTHER PERMITTED ITEMS OR FIXTURES SHALL BE BERMUDA, ST. AUGUSTINE OR BUFFALO GRASS LAWN AREAS.

MAINTENANCE (SEC. 146-135 LANDSCAPE REQUIREMENTS)

(1) THE OWNER(S), TENANT(S), AND/OR THEIR AGENT(S), IF ANY SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO:
- A. MOWING (OF GRASS OF SIX INCHES (6") OR HIGHER)
- B. EDGING
- C. PRUNING
- D. FERTILIZING
- E. WATERING
- F. WEEDING
- G. OTHER SUCH ACTIVITIES COMMON TO THE MAINTENANCE OF LANDSCAPING.

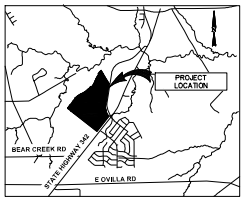
(2) LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS, AND OTHER SUCH MATERIAL OR PLANTS NOT A PART OF THE LANDSCAPING. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.

(3) PLANT MATERIAL USED TO MEET MINIMUM REQUIRED LANDSCAPING PROVISIONS WHICH DIE OR ARE REMOVED FOR ANY REASON SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN 90 DAYS.

NOTE:

THE CONTRACTOR SHALL VERIFY WATER RESTRICTIONS WITHIN THE CITY OF LANCASTER AT TIME OF PLANTING. SHOULD WATER RESTRICTIONS NOT ALLOW HYDRO-MULCH, HYDRO-SEEDING, OR SPRIGGING (STAGE 3 AND STAGE 4 WATER RESTRICTIONS), AN APPROVED ALTERNATIVE FOR GRASSING SHALL BE INSTALLED.

ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR



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LANDSCAPE ARCHITECTURE SUBMITTAL

LANDSCAPE NOTES

Z24-14 SKYBOX DATA CENTER SUP
BLOCK 1, LOT 1
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

PRELIMINARY
NOT FOR
CONSTRUCTION

03.18.2024

CAUTION II
Contractor to Verify exact location & Depth of Exist Facilities Prior to any Construction Activities

CAUTION III
CONTACT: 1-800-DIG-TESS
48 HOURS PRIOR TO CONSTRUCTION

REVISIONS

REV. NO.	DATE	DESCRIPTION

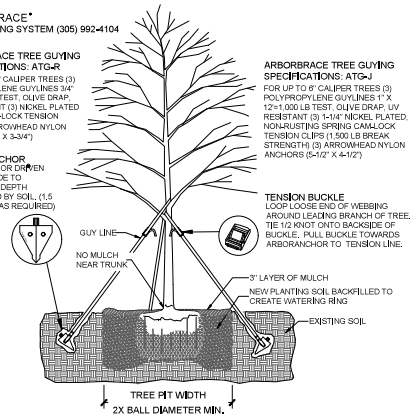
CHECKED BY: JF
DESIGNED BY: HM
DATE: 03.11.2024
PROJECT NUMBER: 10579-01

SHEET NO.
L3.00.B
LANDSCAPE NOTES

BGE, INC.

Case Number Z24-14

Landscape Plan



A SHADE TREE STAKING–ARBORBRACE

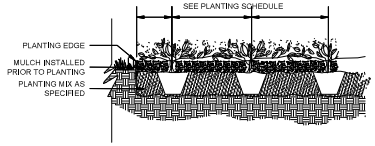
SECTION — NOT TO SCALE

1. REMOVE SUCKER SHOOTS AT BASE OF TREE.
2. MAKE CLEAN CUTS ON OLD STUDS IF PRESENT.
3. REMOVE ENTIRE SUPPLY OF TWIGS AND BUDS ON TRUNK.
4. REMOVE LOWER BRANCH WHERE AN OVERLYING BRANCH OCCUPIES APPROX. SAME AREA.
5. SHAPE TREE BY REMOVING INJURED AND MISSHAPED BRANCHES.
6. REMOVE CROSS BRANCHES AND THOSE DEVELOPING INTO SECONDARY LEADERS.
7. DO NOT REMOVE LEADER.

NOTE: DASHED LINES INDICATE BRANCHES TO BE REMOVED. - NO MORE THAN 20 PERCENT OF LIMBS, FOLIAGE, ETC., TO BE REMOVED, UNLESS NOTED OTHERWISE

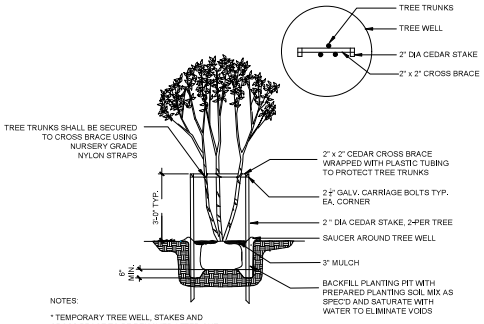
B SHADE TREE PRUNING

SECTION — NOT TO SCALE



C GROUNDCOVER PLANTING

SECTION — NOT TO SCALE



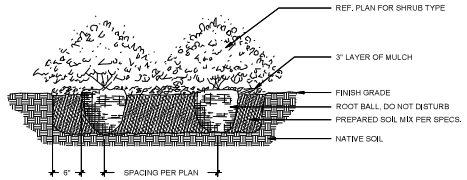
NOTES:

* TEMPORARY TREE WELL, STAKES AND CROSS BRACE TO BE REMOVED AFTER ONE FULL GROWING SEASON

* APPROXIMATELY ⅓ OF THE BRANCH STRUCTURE SHALL BE REMOVED BY THINNING BUT THE NATURAL CHARACTER AND GENERAL SHAPE OF THE TREE SHALL BE PRESERVED

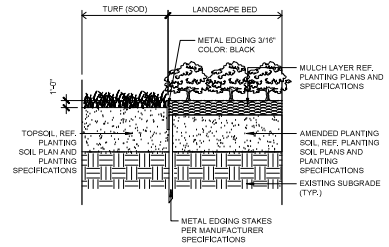
D ORNAMENTAL / MULTI–TRUNK TREE PLANTING

SECTION / ELEVATION — NO TO SCALE



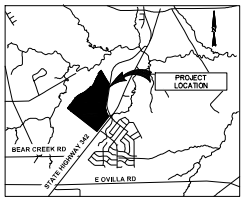
E SHRUB PLANTING

SECTION — NO TO SCALE



F STEEL EDGE

SECTION — NOT TO SCALE



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PLANTING DETAILS

Z24-14 SKYBOX DATA CENTER SUP
BLOCK 1, LOT 1
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

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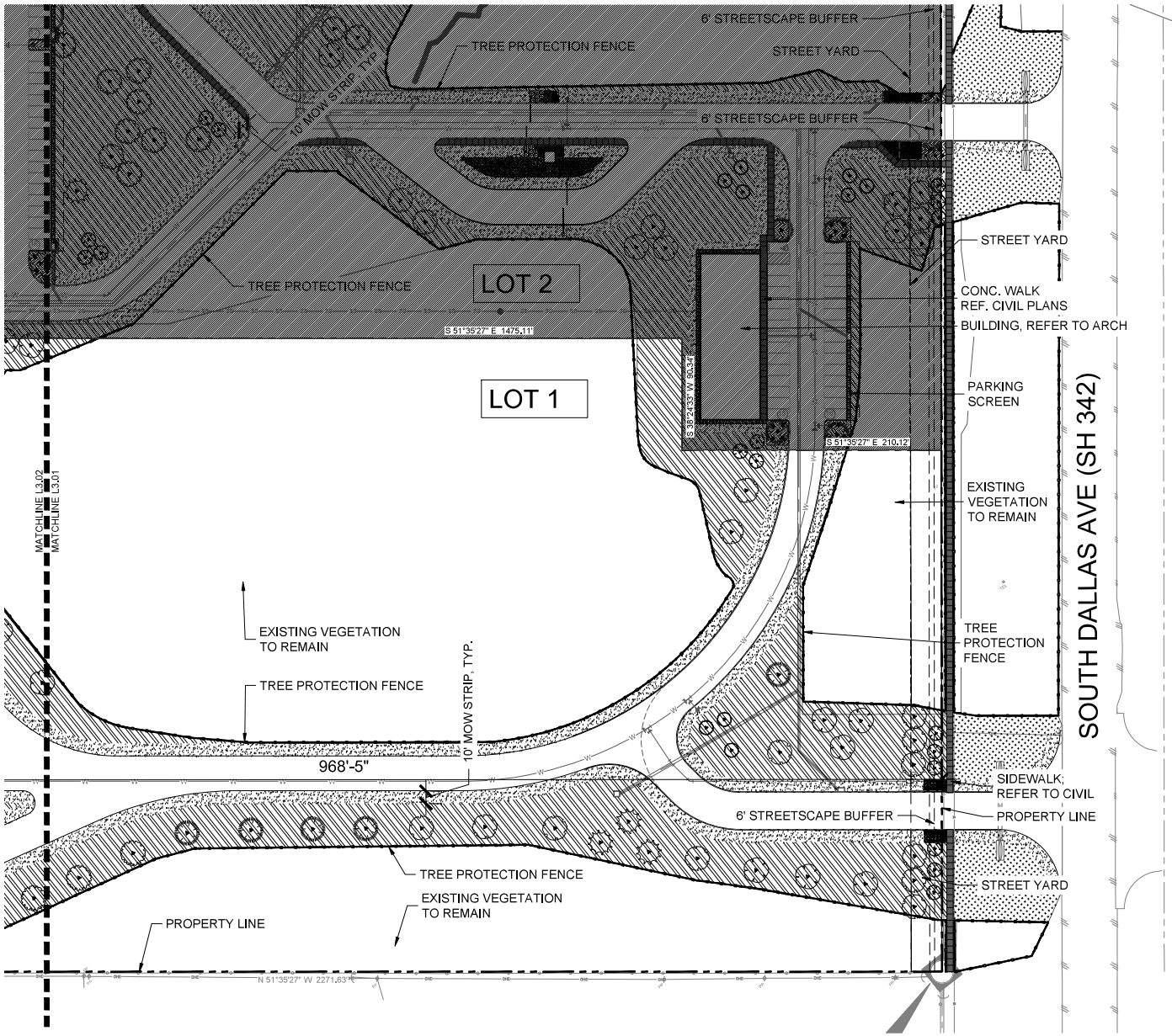
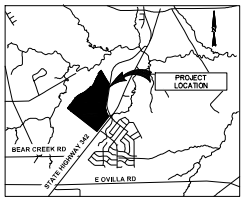
PLANTING DETAILS

BGE INC.

Case Number Z24-14

Landscape Plan





VICINITY MAP

(NOT TO SCALE)

PLANT SCHEDULE

SYMBOL	CODE	COMMON NAME
CANOPY TREES		
	TD	Bald Cypress
	QM	Burr Oak
	UC	Cedar Elm
	QH	Chinkapin Oak
	PM	Mexican Sycamore
	QS	Shumard Red Oak
	QV	Southern Live Oak
ORNAMENTAL TREES		
	CL	Desert Willow
	PX	Mexican Plum
	CER TAA	Texas Redbud
SHRUBS		
	HPB	Brakelights Red Yucca
	YUF	Color Guard Yucca
	MYP	Dwarf Wax Myrtle
	ILN	Dwarf Yaupon Holly
	SHD	Henry Duelberg Mealy Sage
	SGM	May Night Sage
	MUH	Pink Muhly
	HES PAR	Red Yucca
	PAT	Russian Sage
	YUR	Soft Leaf Yucca
	OPU2	Spineless Prickly pear
	LFS	Texas Sage
	DAS	Texas Sotol
	MAD	Turk's Cap
	WTX	Zexmenia
GRASSES		
	MUC	Pink Muhly
	PAV	Switch Grass
GROUND COVER		
	CTX	Texas Sedge
SEED		
	BPM	Blackland Prairie Mix
	DPM	Drainage Mix
SOD		
	SOD	Common Bermuda Grass

SCALE: 1" = 40'

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BLOCK 1, LOTS 1
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

PRELIMINARY
NOT FOR
CONSTRUCTION

03.18.2024

CAUTION II
Contractor to Verify exact location & Depth of Exist Facilities Prior to any Construction Activities

CAUTION III
CONTACT: 1-800-DIG-TESS
48 HOURS PRIOR TO CONSTRUCTION

REVISIONS

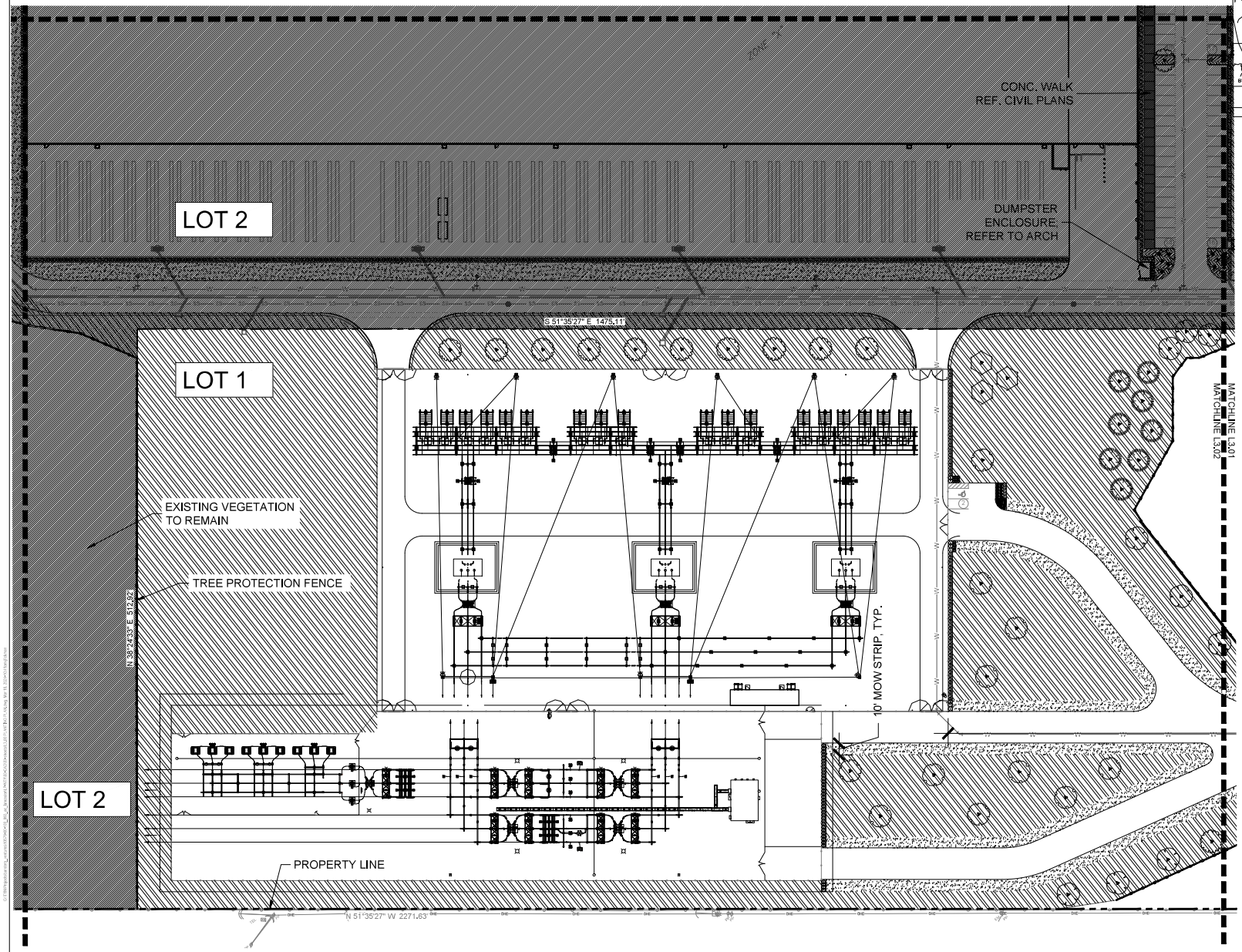
REV NO.	DATE	DESCRIPTION

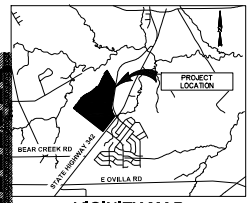
CHECKED BY: JF
DESIGNED BY: HM
DATE: 03.11.2024
PROJECT NUMBER: 10579-01

SHEET NO.
L3.01
PLANTING PLAN

Case Number Z24-14

Landscape Plan





VICINITY MAP

(NOT TO SCALE)

PLANT SCHEDULE		
SYMBOL	CODE	COMMON NAME
CANOPY TREES		
	TD	Bald Cypress
	QM	Burr Oak
	UC	Cedar Elm
	QH	Chinkapin Oak
	PM	Mexican Sycamore
	QS	Shumard Red Oak
	QV	Southern Live Oak
ORNAMENTAL TREES		
	CL	Desert Willow
	PX	Mexican Plum
	CER TXA	Texas Redbud
SHRUBS		
	HPB	Brakelights Red Yucca
	YUF	Color Guard Yucca
	MYP	Dwarf Wax Myrtle
	ILN	Dwarf Yaupon Holly
	SHD	Henry Duxbery Mealy Sage
	SGM	May Night Sage
	MUH	Pink Muhly
	HES PAR	Red Yucca
	PAT	Russian Sage
	YUR	Soft Leaf Yucca
	OPU2	Spineless Prickypear
	LFS	Texas Sage
	DAS	Texas Sotol
	MAD	Turk's Cap
	WTX	Zexmenia
GRASSES		
	MUC	Pink Muhly
	PAV	Switch Grass
GROUNDCOVER		
	CTX	Texas Sedge
SEED		
	BPM	Blackland Prairie Mix
	DPM	Drainage Mix
SOD		
	SOD	Common Bermuda Grass

SCALE: 1" = 40'

CONTRACTOR TO FIELD VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION

Texas811
Know what's below. Call before you dig.

BEFORE YOU DIG, CALL DIG TESS
1-800-DIG-TESS

BGE, Inc.
2595 Dallas Parkway, Suite 101
Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPE Registration No. F-1046

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OWNER/DEVELOPER
BANDERA VENTURES
5820 W. Northwest Hwy, Suite, 200
Dallas, TX 75225
Tel: 214-334-2862
mashbaugh@banderaventures.com

LANDSCAPE ARCHITECTURE SUBMITTAL

PLANTING PLAN

Z24-14 SKYBOX DATA CENTER SUP
BLOCK 1, LOT 1
CITY OF LANCASTER, DALLAS COUNTY, TEXAS

PRELIMINARY
NOT FOR
CONSTRUCTION

03.18.2024

CAUTION !!
Contractor to Verify exact location & Depth of Exist Facilities Prior to any Construction Activities

CAUTION !!!
CONTACT: 1-800-DIG-TESS
48 HOURS PRIOR TO CONSTRUCTION

REVISIONS		
REV NO.	DATE	DESCRIPTION

CHECKED BY: JF
DESIGNED BY: HM
DATE: 03.11.2024
PROJECT NUMBER: 10579-01

SHEET NO.
L3.02

PLANTING PLAN

Lancaster
Public
Hearing
Z24-14 Specific Use Permit
(SUP) Substation/Switching
Station
For More Information
PLANNING DIVISION
972-218-1300

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **7.**

Meeting Date: 04/22/2024

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

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Agenda Caption:

M24-16 Conduct a public hearing and consider an ordinance granting an amendment to the 2020 Master Thoroughfare Plan of the City of Lancaster's Comprehensive Plan to delete a 1,150 foot segment of Parkerville Road west of Dallas Ave.

Background:

The Master Thoroughfare Plan (MTP) provides guidance on the number of travel lanes for a roadway, based upon a classification system. Each classification outlines the design features of the roadway. The MTP designates Parkerville Road as a two-lane Rural Minor Arterial, and requires rights-of-way of 60-feet. The applicant is seeking to delete a 1,150 foot segment of Parkervile Road west of Dallas Ave.

Adjacent Properties:

North: Agricultural Open (AO) - Undeveloped
South: Planned Development (PD) - Oncor Facility
East: Lancaster Extra-Territorial Jurisdiction (ETJ)
West: Agricultural Open (AO) - Undeveloped

Case History:

Date	Body	Action
04/02/2024	P&Z	M24-16 Recommended Approval of an MTP Request
12/05/2023	P&Z	PS24-06 Approved a Preliminary Plat
12/06/2022	P&Z	PS22-46 Denied a Preliminary Plat
10/16/1989	CC	Z19-89 Approved Light Industrial Zoning

Operational Considerations:

The site is currently under site plan review and proposed to be used for a data center.

The Master Thoroughfare Plan currently shows Parkerville Road going through the subject property, and continuing west to connect to I-35E. Bear Creek Nature Park and the Country View Golf Course are directly adjacent to the site to the west. In addition, future Parkerville Road intersects the proposed high speed rail line running north to south along the western edge of the property. East to west connectivity will continue to be provided to I-35E from Pleasant Run Road, Belt Line and Bear Creek Road.

To further preserve the park, the golf course, and to accommodate the future high speed rail line, this segment of Parkerville Road shall be considered for deletion. The MTP amendment ensures the City's

infrastructure plans are responsive to evolving priorities and contribute positively to the development's overall impact on the community.

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 March 17, 2024, a notice for this public hearing appeared in the Focus Daily Newspaper.

Options/Alternatives:

1. The City Council may approve the request, as presented.
2. The City Council may deny the request.

Recommendation:

On April 2, 2024, at their Regular Meeting the Planning and Zoning Commission recommended approval as presented. Staff concurs.

Attachments

Ordinance

Location Map

MTP Exhibit

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE 2020 MASTER THOROUGHFARE PLAN BY DELETING A 1,150-FOOT SEGMENT OF PARKERVILLE ROAD WEST OF DALLAS AVENUE (M24-16); AMENDING THE COMPREHENSIVE PLAN TO INCORPORATE THE AMENDED MASTER THOROUGHFARE PLAN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, having received the amended plan, and conducted a public hearing on April 22, 2024, and at Planning and Zoning Commission on April 2, 2024, to receive public comments to amend the Master Thoroughfare Plan by deleting a 1,150-foot segment of Parkerville Road west of Dallas Ave; and

WHEREAS, the City Council has determined that the adoption of the amended Plan, attached hereto is in the best interest of the City and its citizens.

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

SECTION 1. That the City of Lancaster Master Thoroughfare Plan as heretofore adopted be, and the same hereby is, amended as attached in Exhibit "1" and such amended Plan shall be made a part of the City Comprehensive Plan.

SECTION 2. That all ordinances, and any provisions of said ordinances, of the City of Lancaster, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. That should any word, phrase, paragraph, or section of this Ordinance or of the Code of Ordinances, as amended hereby, be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. This Ordinance 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 22nd day of April 2024.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

City of Lancaster
Parkerville Rd
Proposed Rural Minor Arteria

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.

yesno
yes
Classification
COLLECTOR
EXISTING INTERSTATE/FREEWAY
MAJOR ARTERIAL TYPE A
MAJOR ARTERIAL TYPE B
MINOR ARTERIAL
PROPOSED COLLECTOR
PROPOSED HIGHWAY
PROPOSED MAJOR ARTERIAL
PROPOSED MINOR ARTERIAL
RURAL MINOR ARTERIAL
2024WITHLANCASTERDATA

0 137.5 275 550 Feet

Date: 3/28/2024

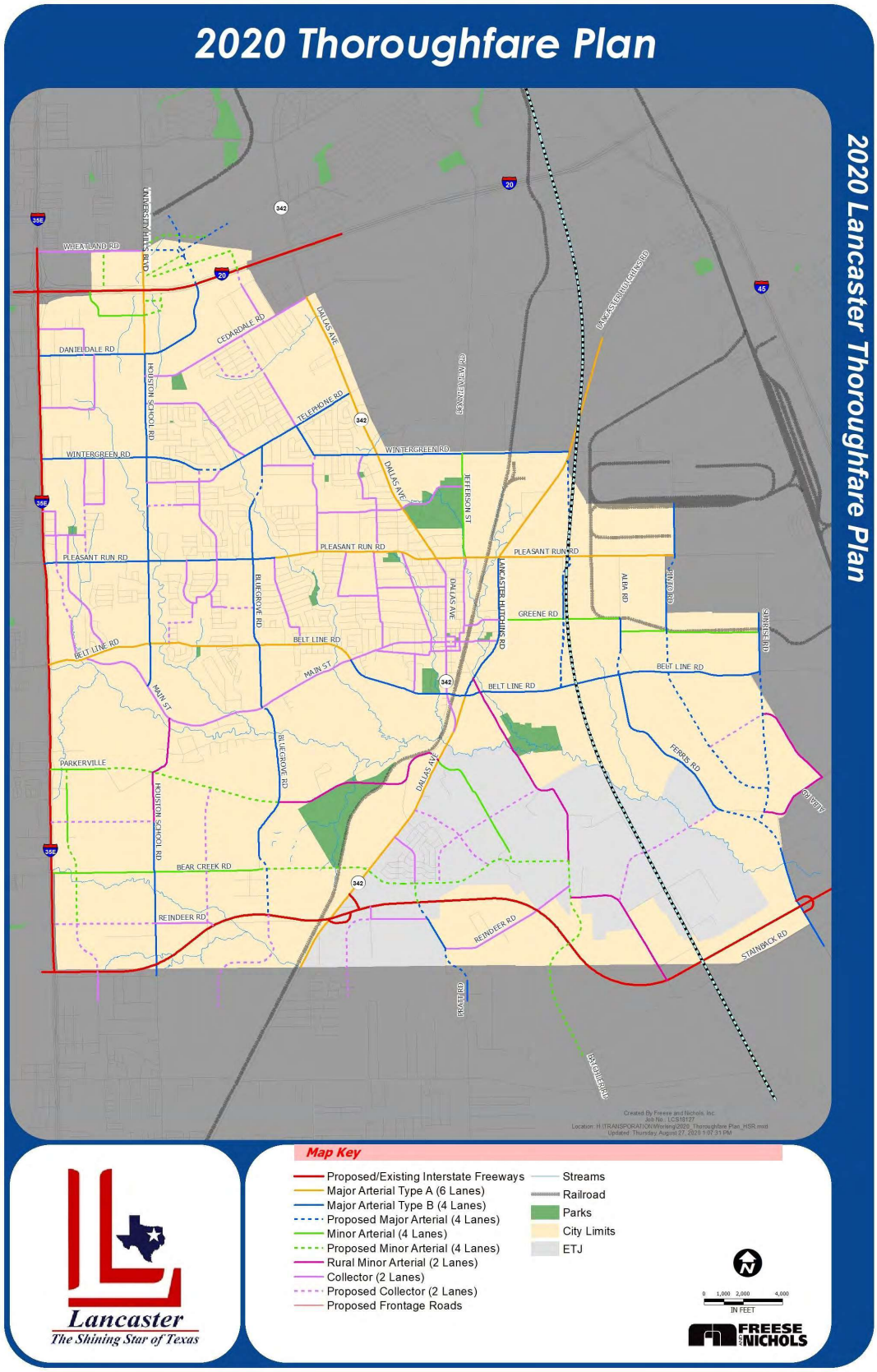


Figure 37: 2020 Lancaster Thoroughfare Plan

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **8.**

Meeting Date: 04/22/2024

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

Goal(s): Financially Sound Government
Quality Development

Submitted by: Shane Shepard, Economic Development Director

Agenda Caption:

Discuss and consider a resolution ratifying a Performance Agreement in an amount not to exceed five hundred thirty-eight thousand four hundred fifty dollars ($538,450), with SI DFW02A, LLC (Stack) from funds collected from the one-fourth (1/4) of one (1) percent additional sales and use tax for the promotion and development of new and expanded business enterprises, as authorized by state law.

Background:

Stack provides digital infrastructure to scale the world's most innovative companies. The company develops data centers world-wide. The proposed data center campus in Lancaster will be Stack's second facility in the Dallas-Fort Worth area and the first located south of Interstate 30.

Stack submitted a request for five hundred thirty-eight thousand four hundred fifty dollars ($538,450) for a wellness grant and local hiring bonus. The wellness grant will reimburse the company for two years of membership fees for up to fifty (50) employees at the Recreation Center (benefit of up to $10,450) and for up to ten (10) employees at County View Golf Course (benefit of up to $28,000). The local hiring bonus allows the company to qualify for up to five hundred thousand dollars ($500,000) in grants for employees meeting a minimum wage requirement being not less than the prevailing wage in the Dallas-Fort Worth-Arlington area for Computer Occupations, as reported by the Bureau of Labor Statistics (currently $93,760), residing in Lancaster for a minimum of two years and working for the company for a minimum of two years.

Stack is required to meet the following obligations:

1. **Close on property** – Stack agrees to close on the property within ninety (90) days of City Council approval of this agreement;
2. **Obtain Certificate of Occupancy/Operate the facility** – Stack agrees to obtain a Certificate of Occupancy and operate the facility by no later than January 1, 2027;
3. **Investment** – Stack agrees to invest a minimum of two hundred fifty million dollars ($250,000,000) in land costs, construction design, construction, site improvements, equipment, machinery and other business personal property;
4. **Minimum Taxable Valuation** – The required minimum taxable valuation of the completed project (excluding land) is one hundred twenty-five million dollars ($125,000,000);
5. **Full-Time Equivalent Employment** – Stack agrees to hire a minimum of fifteen (15) full-time equivalent employees and maintain a minimum payroll of three million dollars ($3,000,000) at the facility during the term of the agreement. The prevailing average wage for employees will not be less than the prevailing average wage in the Dallas-Fort Worth-Arlington area for Computer Occupations, as reported by the Bureau of Labor Statistics. That rate is currently ninety-three thousand seven hundred sixty dollars ($93,760) annually.

6. **Site Visit** – Stack agrees to allow the City to tour the facility at least once every four years; and
7. **Donation for City Events** – Stack agrees to contribute fifty thousand dollars ($50,000) to help offset the costs of City of Lancaster-sponsored events annually during the term of the agreement or other City-owned improvement projects determined by the City Manager in consultation with the Developer.

The maximum grant amount for the project is five hundred thirty-eight thousand four hundred fifty dollars ($538,450) and is allocated as described below:

- **Wellness Grant.** In order to promote the health and welfare of Lancaster residents and workforce, LEDC will reimburse the Developer up to thirty-eight thousand four hundred fifty dollars ($38,450):
  - **Fitness Atrium Pass** for up to fifty (50) employees ($225 for a corporate pass and $100 per employee for up to fifty (50) employees for two (2) years). Maximum reimbursement of ten thousand four hundred fifty dollars ($10,450).
  - **Country View Golf Course membership** for up to ten (10) employees ($1,400 per pass for up to ten (10) employees for two (2) years). Maximum reimbursement of twenty-eight thousand dollars ($28,000).
- **Local Hiring Grant.** LEDC will pay the Developer up to **five hundred thousand dollars ($500,000)** for local hiring. Qualifying employees must live in Lancaster for at least two (2) years after the date of hire. If a hire leaves employment with the Developer prior to the end of two years, but the position is filled by another person who lives in the city for the balance of the two-year term, then that position qualifies for the incentive. This incentive is available for up to fifty (50) employees with a payout of $10,000 per employee. This incentive terminates three years after the Effective Date of this Agreement.

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The total incentive cost will not exceed five hundred thirty-eight thousand four hundred fifty dollars ($538,450) over the term of the agreement. Adequate funds are available in the Lancaster Economic Development Corporation fund balance.

Options/Alternatives:

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

Recommendation:

The Lancaster Economic Development Corporation recommended approval of the item at their March 21, 2024 meeting. Staff concurs with the Lancaster Economic Development Corporation.

Attachments

Resolution

Exhibit A - Performance Agreement

Draft LEDC Minutes - 3-21-24

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, RATIFYING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BY AND BETWEEN THE LANCASTER ECONOMIC DEVELOPMENT CORPORATION (LEDC) AND SI DFW02A, LLC (STACK); AUTHORIZING THE LEDC TO ENTER INTO A FORMAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Stack seeks to build approximately two million (2,000,000) square square feet of data center space located on Belt Line Road on a site of approximately 101.5-acres of land, and with a minimum expenditure of two hundred fifty million dollars ($250,000,000); and

WHEREAS, the Board of Directors of the Lancaster Economic Development Corporation (hereinafter "LEDC") passed and approved Resolution 2024-03-01 on the 21st of March, 2024, providing for an incentive grant to Stack; and

WHEREAS, the City of Lancaster and LEDC recognize the importance of their continued role in economic development in the community of Lancaster; and

WHEREAS, the City of Lancaster and LEDC are authorized by state law to issue grants in order to promote local economic development by stimulating the local economy; and

WHEREAS, an Economic Development Grant Agreement containing the terms of the grant of incentives from the LEDC is appropriate.

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

SECTION 1. The City Council of the City of Lancaster, Texas ratifies the March 21st, 2024, actions of the Board of Directors of the LEDC approving a Performance Agreement by and between SI DFW02A, LLC and the Lancaster Economic Development Corporation, as set forth in and incorporated by reference as Exhibit A.

SECTION 2. The City Council authorizes the LEDC to enter into the Grant Agreement with SI DFW02A, LLC.

SECTION 3. That this resolution shall take effect immediately from and after its passage and it is so duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of April, 2024.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

EXHIBIT A
PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between ***SI DFW02A, LLC***, a Delaware limited liability company (hereinafter referred to as "STACK" or "Developer"), and the ***LANCASTER ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation (hereinafter referred to as the "LEDC"), is made and executed on the following recitals, terms and conditions.

WHEREAS, LEDC is a Type A economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.101 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements that are: (1) for the creation or retention of primary jobs; and (2) found by the board of directors to be required or suitable for the development, retention, or expansion of: (A) manufacturing and industrial facilities; (B) research and development facilities; (C) military facilities, including closed or realigned military bases; . . . (F) recycling facilities; . . . (I) distribution centers; (J) small warehouse facilities capable of serving as decentralized storage and distribution centers; (K) primary job training facilities for use by institutions of higher education; or (L) regional or national corporate headquarters facilities"; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless LEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by LEDC's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by LEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, Developer has applied to LEDC for financial assistance for facility to be located within the city limits of the City of Lancaster, Texas; ("the Facility") on real property owned or leased by the Developer ("the Property"); and

WHEREAS, the LEDC's Board of Directors have determined the financial assistance provided to Developer for Facility operations located on the Property is consistent with and meets the definition of "project" as that term is defined in Sections 501.101 and 501.103 of the Texas

Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Lancaster, Texas, to approve all programs and expenditures of LEDC, and accordingly this Agreement is not effective until City Council has approved this Agreement at a City Council meeting called and held for that purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEDC and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2040**, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

(b) **Affiliate.** The word "Affiliate" means (i) an entity controlling, controlled by, or under common control with STACK, (ii) any entity resulting from the merger or consolidation of or with STACK or an affiliate thereof, (iii) any person or entity that acquires all (or substantially all) of the assets of STACK, or an affiliate thereof, or (iv) any successor of STACK, or an affiliate thereof, by reason of public offering, reorganization, dissolution, or sale of stock, membership or partnership interests or asset. For purposes of this paragraph, "controlling" is the possession by an entity, direct or indirect, with the power to direct or cause the direction of the management and policies of STACK, whether through the ownership of voting securities, by contract (including but not limited to, a property management agreement between such entity and STACK or an affiliate thereof), or otherwise.

(c) **Agreement**. The word "Agreement" means this Performance Agreement, together with

all exhibits and schedules attached to this Performance Agreement from time to time, if any.

(d) **Certificate of Occupancy.** The words "Certificate of Occupancy" mean a certificate of occupancy (or its local equivalent) for the improvements at the Facility.

(e) **City.** The word "City" means the City of Lancaster, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 211 N. Henry Street, Lancaster, Texas 75146.

(f) **Developer.** The word "Developer" means SI DFW02A, LLC, a Delaware limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 1700 Broadway, Suite 1750, Denver, Colorado 80290, Attn: Timothy Kuester.

(g) **Effective Date.** The words "Effective Date" mean the date that the City Council ratifies this Agreement.

(h) **Event of Default**. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

(i) **Facility.** The word "Facility" means all buildings and improvements located on the Property located in Lancaster, Texas and as described and/or depicted in ***Exhibit B*** of this Agreement (to be provided), which is attached hereto and incorporated herein for all purposes. It is anticipated that the Developer will build five hundred thousand (500,000) square feet of data center space, but Developer is required to build a minimum of three hundred fifty thousand (350,000) square feet of data center space on the property by January 1, 2027. In order to qualify as the "Facility" under this Agreement, the facility must meet all of the following criteria: (1) be located within the City; (2) be constructed in a manner similar to the conceptual plan of development, the scope of which is outlined in **Exhibit B**; (3) shall maintain a Certificate of Occupancy during the duration of this Agreement; and (4) remain in operation in the City of Lancaster for at least three (3) years following the disbursement of funds under this Agreement; and (5) shall be comprised of at least 350,000 square feet of data center space.

(j) **Full-Time Equivalent Employment Positions.** The words "Full-Time Equivalent Employment Position(s)" mean a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve-month period with such hours also to include any vacation and sick leave.

(k) **LEDC**. The word "LEDC" means the Lancaster Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is P.O. Box 940, Lancaster, Texas 75146.

(l) **Property.** The word "Property" means the approximately 101.539 acres of land situated in the City of Lancaster, Texas, as generally described and/or depicted in ***Exhibit A-1*** of this Agreement, which is attached hereto and incorporated herein for all purposes, together with any other adjacent land owned, leased or hereafter acquired by Developer. Property shall also include any subsequent development of other parcels of land in the City which is purchased by the Developer prior to January 1, 2026, and where development starts no later than January 1, 2027.

(m) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.

Developer covenants and agrees with LEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Real Estate Closing.** Developer covenants and agrees to complete the real estate closing on the Property within ninety (90) days of the Effective Date of this Agreement. Notwithstanding anything else in this Agreement to the contrary, the failure to complete the real estate closing within this time will terminate this Agreement without requirement of Notice of Default or opportunity to cure under Section 8.

(b) **Occupation of Facility.** Developer covenants and agrees to construct, maintain and actively operate the Facility located on the Property by no later than **January 1, 2027** and for a period of no less than three (3) years following the disbursement of funds under this Agreement.

(c) **Certificate of Occupancy.** Developer covenants and agrees to obtain or cause to be obtained a Certificate of Occupancy from the City for the Facility located on the Property by **January 1, 2027.**

(d) **Performance**. Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between Developer and LEDC and between Developer and City.

(e) **Payment of City Fees.** Developer covenants and agrees to pay to the City all City-related development fees for the development of the Property, construction of the Facility and for Facility Operations. Those fees may include (but may not be limited to) the following: special use permit fees, building permit fees, sign permit fees, plan review fees, plumbing, heating and electrical permit fees, grading permit fees, architectural review fees, variance application fees, and zoning change fees.

(f) **Provision of Records**. Developer covenants and agrees to provide to City all receipts, purchase orders, funds transfers, checks, charges, and all other supporting documentation

that City may reasonably request to demonstrate the costs incurred and paid by Developer related to the investment in equipment, machinery and other business personal property, verification of employment and salary, payment of taxes and valuation information related to this Agreement. Developer shall supply to City all material information to reflect compliance with employment requirements upon initial hiring and annually thereafter upon receipt of written request from City. If requested by City, Developer will provide all receipts and supporting documentation to City within ninety (90) days of payment of taxes, and within thirty (30) days of a written request by the City for information regarding valuation.

(g) **Minimum Investment Threshold.** Developer covenants and agrees to show evidence of expenditure of a minimum of **two hundred fifty million and dollars** ($250,000,000) for land acquisition, construction related design and engineering, building construction and site improvements, equipment, machinery and other Business Personal Property located at the Facility.

(h) **Minimum Taxable Valuation Threshold.** Developer covenants and agrees to show evidence of a minimum taxable value for the Facility (excluding land value) and all business personal property at the Facility of **one hundred twenty-five million and dollars** ($125,000,000) as assessed by Dallas Central Appraisal District.

(i) **Job Creation Requirement.** The Developer commits: (1) that at least 15 Full Time Equivalent Employment Positions will be located at the Facility on or before January 1, 2027 and that the prevailing average wage for those positions shall not pay less than the prevailing average wage in Dallas-Fort Worth-Arlington area for Computer Occupations, as reported by the Bureau of Labor Statistics; and (2) the total annual wages for all Full-Time Equivalent Employment Positions located at the Facility shall total at least $3,000,000 annually on or before January 1, 2027.

(j) **Site Visit.** Upon receipt of no less than 72-hours written notice, Developer covenants and agrees to grant a tour of the facility once every four years of the Term of this Agreement to a delegation from the City except in the event that the Facility is undergoing scheduled maintenance, construction, or other activity that would make a tour unsafe or disrupt operations and activity at the Facility. In such event, a tour shall be granted as soon as reasonably practical after the request from the City.

(k) **Community Involvement.** Developer covenants and agrees to show evidence of expenditure of a donation of a minimum of **fifty thousand dollars** ($50,000) annually to City sponsored events or other improvement projects benefitting the City and determined by the City Manager in consultation with the Developer.

SECTION 5. AFFIRMATIVE COVENANTS OF LEDC.

LEDC covenants and agrees with the Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Wellness Grant.** In order to promote the health and welfare of Lancaster residents and workforce, LEDC will reimburse the Developer up to thirty-eight thousand four hundred fifty dollars ($38,450) for funds expended as follows:

1. **Fitness Atrium Pass** for up to fifty (50) employees ($225 per for a corporate pass and $100 per employee) for up to fifty (50) employees for two (2) years. Maximum reimbursement of ten thousand four hundred fifty dollars ($10,450).

2. **Country View Golf Course membership** for up to ten (10) employees ($1,400 per pass for up to ten (10) employees for two (2) years. Maximum reimbursement of twenty-eight thousand dollars ($28,000).

(b) **Local Hiring Grant.** LEDC will pay the Developer for up to **five hundred thousand dollars ($500,000)** for local hiring. Qualifying employees must live in Lancaster for at least two (2) years after the date of hire. If a hire leaves employment with the Developer prior to the end of two years, but the position is filled by another person who lives in the city for the balance of the two year term, then that position qualifies for the incentive. This incentive is available for up to fifty (50) employees with a payout of $10,000 per employee. This incentive terminates three years after the Effective Date of this Agreement.

(c) Maximum LEDC Payment under this Agreement. The Parties agree that, notwithstanding anything to the contrary in this Agreement or any other Agreement involving the Facility and/or Property, LEDC's maximum payment to Developer under the terms provided for hereunder (provided all conditions precedent to payment set forth herein are met) shall be **five hundred thirty-eight thousand four hundred fifty dollars ($538,450).**

SECTION 6. CESSATION OF ADVANCES.

If LEDC has made any commitment to make any advance of financial assistance to Developer, whether under this Agreement or under any other agreement, LEDC shall have no obligation to advance or disburse any financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs and is not cured within the time period provided in Section 8.

SECTION 7. EVENTS OF DEFAULT.

After the expiration of any applicable cure period as set forth in Section 8, below, each of

the following shall constitute an Event of Default under this Agreement. No cure period shall apply to subsections (d) and (e), below:

(a) **Insufficient Capital Expenditures or Jobs.** Failure of Developer to comply with or to perform those acts or requirements set forth in Section 4 is an Event of Default**.**

(b) **Failure to Make Payments.** Failure of the LEDC to comply with or to perform those acts or requirements set forth in Section 5 is an Event of Default**.**

(c) **General Event of Default.** Failure of Developer or LEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or LEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and LEDC, or between Developer and City is an Event of Default.

(d) **False Statements.** Any warranty, representation, or statement made or furnished to the LEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

(d) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

(e) **Ad Valorem Taxes.** Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from LEDC and/or Dallas County Central Appraisal District is an Event of Default.

(f) **Operations.** Developer will maintain its Facility within the City of Lancaster in full operations for not less than three (3) years after the disbursement of funds under this Agreement. Failure to do so will cause a non-remediable Event of Default and all funds disbursed under this Agreement will be returned to LEDC within thirty (30) days.

(g) **Job Creation/Employment.** Developer's failure to meet the job creation and employment levels for the workforce employed at the Facility or failure to maintain the staffing levels at the Facility throughout the Term of this Agreement.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure a monetary default and ninety (90) days to cure a non-monetary default. Should said

default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by LEDC to Developer pursuant to Section 5 of this Agreement shall become immediately due and payable by Developer to the LEDC.

SECTION 9. INDEMNIFICATION.

TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF LANCASTER, TEXAS AND THE LEDC (AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT, EXCEPT WHERE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OF LANCASTER, TEXAS OR THE LEDC (OR ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE). NOTHING HEREIN SHALL BE INTERPRETED AS A WAIVER OF CITY'S GOVERNMENTAL IMMUNITY FROM SUIT OR DAMAGES.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REPUTATION AND/OR LOSS OF CURRENT OR PROSPECTIVE BUSINESS ADVANTAGE, EVEN WHERE SUCH LOSSES ARE CHARACTERIZED AS DIRECT DAMAGES) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIP AND/OR DEALINGS BETWEEN DEVELOPER AND LEDC, REGARDLESS OF WHETHER THE CLAIM UNDER WHICH DAMAGES ARE SOUGHT IS BASED UPON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT THE TIME OF CONTRACTING OR OTHERWISE. EXCEPT FOR LIABILITY ARISING UNDER DEVELOPER'S INDEMNITY OBLIGATIONS IN THIS SECTION, UNDER NO CIRCUMSTANCES SHALL DEVELOPER'S, CITY OF LANCASTER'S, OR LEDC'S

MAXIMUM TOTAL LIABILITY, IF ANY, ARISING OUT OF OR IN ANYWAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIP AND/OR DEALINGS BETWEEN DEVELOPER AND CITYLEDC EXCEED THE AMOUNTS ACTUALLY PAID TO DEVELOPER BY CITY/LEDC UNDER THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments**. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts or federal courts for Dallas County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed. Any restrictions herein on the transfer or assignment of Developer's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to an Affiliate of Developer.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto and delivery of the same to the other party. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. LEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) **Caption Headings**. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil

commotion, acts of God, pandemic, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

(h) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

if to Developer:	SI DFW02A, LLC 1700 Broadway, Suite 1750 Denver, Colorado 80290 Attn: Timothy Kuester
With a copy to:	McGuireWoods Consulting, LLC Attn: Christopher D. Lloyd 800 East Canal Street Richmond, VA 23219 Telephone: 804-775-1902
if to LEDC:	Lancaster Economic Development Corporation P.O. Box 940 Lancaster, Texas 75146 Attn: Shane Shepard Telephone: (972) 218-1314

(i) **Severability**. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(k) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date LEDC notifies Developer of the violation.

(l) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Developer verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(m) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S.B. 252, 85th Leg., R.S. (2017)), the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

(n) **Estoppel Certificate.** Upon written request by Developer to LEDC, LEDC will provide Developer with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Developer is in breach of this Agreement, the nature of the breach, and (ii) a statement as to whether this Agreement has been amended and, if so, the identity and substance of each amendment.

[The Remainder of this Page Intentionally Left Blank]

DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS PERFORMANCE AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS DEFINED HEREIN.

DEVELOPER:

SI DFW02A, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date Signed: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024 by __ _____, _____ of SI DFW02A, LLC, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of _____

LEDC:

LANCASTER ECONOMIC DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____
Name: Ted Burk
President
Date Signed: _____

ATTEST:

_____
Shane Shepard, Assistant Secretary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____2024, by ___ _____, President of the Lancaster Economic Development Corporation, a Texas non-profit corporation, on behalf of said Texas corporation.

_____
Notary Public, State of Texas

Exhibit A-1

DESCRIPTION of a 101.539 acre (4,423,051 square feet) tract of land situated in the Jonas Green Survey, Abstract No. 504, James McMillan Survey, Abstract No. 987, Edwin Lee Roy Patton Survey, Abstract No. 1116, and George Hoover Survey, Abstract No. 549, Dallas County, Texas; said tract being part of that certain tract of land described in Special Warranty Deed to CP Lancaster Land, LP recorded in Instrument No. 202200119627 of the Official Public Records of Dallas County, Texas; said 101.539 acres (4,423,051 square feet) tract being more particularly described as follows (Bearing system for this survey is based on the Texas State Plane Coordinate System, North Central Texas Zone 4202. The distance shown have been modified by using the TxDOT Dallas County combines scale factor of 1.000136506):

BEGINNING, at a 5/8-inch iron rod with "KHA" cap found for corner in the southeast line of East Belt Line Road (a variable width right-of-way); from said point a 5/8-inch iron rod with "BURY" cap found bears South 75 degrees, 28 minutes East, a distance of 0.2 feet;)

THENCE, North 75 degrees, 33 minutes, 31 seconds East, along the said southeast line of East Belt Line, a distance of 5.18 feet to a point for corner; said point being the northwest corner of that certain tract of land described in Warranty Deed to Dallas Power & Light, recorded in Volume 89248, Page 3360 of the Deed Records of Dallas County, Texas;

THENCE, departing the said southeast line of East Belt Line Road and along the west line of said Dallas Power & Light tract, the following nine (9) calls:

South 02 degrees, 37 minutes, 58 seconds East, a distance of 429.45 feet to point for corner from which a 5/8-inch iron rod found bears South 17 degrees, 43 minutes East, 0.7 feet;

South 15 degrees, 47 minutes, 45 seconds East, a distance of 1,037.09 feet to a 5/8-inch iron rod found for corner (controlling monument);

South 12 degrees, 03 minutes, 40 seconds East, a distance of 1,078.84 feet to a point for corner; from said point a 5/8-inch leaning iron rod bears South 17 degrees, 43 minutes East, 0.7 feet;

South 11 degrees, 52 minutes, 40 seconds East, a distance of 1,003.38 feet to a point from corner; from said point a 5/8-inch bent iron rod found bears South 52 degrees, 58 minutes East, 0.3;South 04 degrees, 05 minutes, 25 seconds East, a distance of 501.72 feet to a bent 5/8-inch iron rod with unreadable red cap found for corner (controlling monument;)

South 03 degrees, 48 minutes, 10 seconds East, a distance of 587.23 feet to a point for corner;

South 88 degrees, 17 minutes, 30 seconds East, a distance of 17.51 feet to a point for corner;

South 26 degrees, 17 minutes, 30 seconds East, a distance of 59.00 feet to a point for corner;

South 03 degrees, 50 minutes, 06 seconds East, a distance of 54.35 feet to a point for corner in the apparent centerline of a creek;

THENCE, departing the said west line of said Dallas Power & Light tract and following the apparent centerline of a creek, the following nine (9) calls;

North 70 degrees, 55 minutes, 06 seconds West, a distance of 111.40 feet to a point for corner;

North 82 degrees, 59 minutes, 06 seconds West, a distance of 87.90 feet to a point for corner;

North 43 degrees, 48 minutes, 06 seconds West, a distance of 188.90 feet to a point for corner;

North 36 degrees, 03 minutes, 06 seconds West, a distance of 223.00 feet to a point for corner;

North 88 degrees, 33 minutes, 06 seconds West, a distance of 184.10 feet to a point for corner;

South 74 degrees, 37 minutes, 54 seconds West, a distance of 138.70 feet to a point for corner;

North 30 degrees, 08 minutes, 06 seconds West, a distance of 30.60 feet to a point for corner;

South 77 degrees, 26 minutes, 54 seconds West, a distance of 145.84 feet to a point for corner;

North 67 degrees, 38 minutes, 06 seconds West, a distance of 8.84 feet to a point for corner;

THENCE, North 13 degrees, 37 minutes, 57 seconds West, departing the apparent centerline of a creek and into, over, and across said CP Lancaster Land, LP, a distance of 4,173.34 feet to a point for corner in the said southeast line of East Belt Line Road;

THENCE, along the said southeast line of East Belt Line Road, the following three (3) calls:

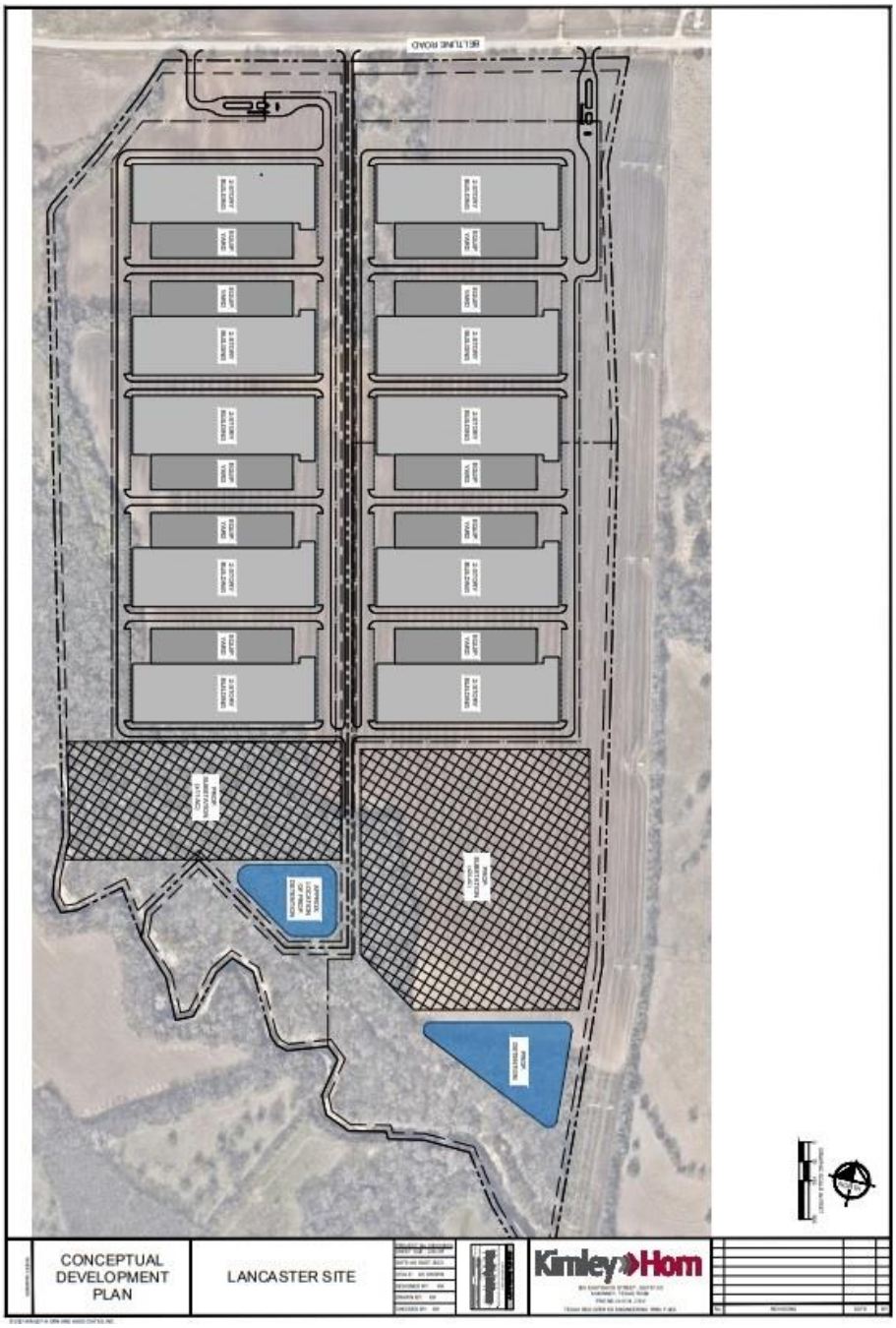
North 76 degrees, 35 minutes, 16 seconds East, a distance of 91.15 feet to a 5/8-inch iron rod with "KHA" cap found for corner; said point being the beginning of a non-tangent curve to the left;

Easterly along said curve, having a central angle of 01 degrees, 03 minutes, 40 seconds, a radius of 5.765.61 feet, a chord bearing and distance of North 76 degrees, 03 minutes, 32 seconds East, 106.77 feet, an arc distance of 106.77 feet to a 5/8-inch iron rod with "KHA" cap found for corner at the end of said curve;

North 75 degrees, 31 minutes, 47 seconds East, a distance of 896.97 feet to the POINT OF BEGINNING;

CONTAINING: 4,423,051 square feet or 101.539 acres of land, more or less.

Exhibit B


BELT LINE ROAD
CONCEPTUAL DEVELOPMENT PLAN
LANCASTER SITE
Kimley»Horn

MINUTES

REGULAR MEETING OF THE
LANCASTER ECONOMIC DEVELOPMENT CORPORATION

Thursday, March 21, 2024

The Lancaster Economic Development Corporation Board of the City of Lancaster, Texas, met in a called Regular Meeting in the Municipal Center Conference Room of City Hall, 211 North Henry Street, on March 21, 2024 at 7:00 p.m. with a quorum present to-wit:

Board Members Present:
Ted Burk, President
Sandi Collier, Vice President
Ellen Clark
Adrienne Davis
Octavia Giadolor

Board Members Absent:
None

City Staff Present:
Shane Shepard, Economic Development Director/Assistant Board Secretary
Karl Stundins, Assistant Director
Greg Carrell, Assistant to the City Manager

Call to Order:
President Burk called the Regular Meeting to order at 7:01 p.m. on March 21, 2024.

Public Testimony:
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.

Action Agenda:

1. **Discuss and consider a resolution authorizing a performance agreement in an amount not to exceed five hundred thirty-eight thousand four hundred fifty dollars ($538,450), with SI DFW02A, LLC (Stack) from funds collected from the one-fourth (1/4) of one (1) percent sales and use tax for the promotion and development of new and expanded business enterprises as authorized by state law.**

MOTION: Board Member Davis made a motion to approve the item with amended language to, under Section 4 (j), to allow the donation of a minimum of fifty thousand dollars annually to be allowed to be used for City sponsored events or public improvements, seconded by Board Member Clark. The vote was cast 5 for, 0 against.

DRAFT

Adjournment:

Vice President Collier made a motion to adjourn. This motion was seconded by Board Member Giadolor. The vote was cast 5 for, 0 against.

The meeting was adjourned at 7:27 p.m.

ATTEST:

_____
Shane Shepard, Assistant Board Secretary

APPROVED:

_____
Ted Burk, President

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **9.**

Meeting Date: 04/22/2024

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

Goal(s): Financially Sound Government
Quality Development

Submitted by: Shane Shepard, Economic Development Director

Agenda Caption:

Discuss and consider a resolution approving a Chapter 380 Economic Development Agreement by and between the City of Lancaster and SI DFW02A, LLC (Stack).

Background:

Stack provides digital infrastructure to scale the world's most innovative companies. The company develops data centers world-wide. The proposed data center campus in Lancaster will be Stack's second facility in the Dallas-Fort Worth area and the first located south of Interstate 30.

The company plans to build approximately two million (2,000,000) square feet of data center space in six buildings located on a 101.5-acre site on Belt Line Road, west of Ferris Road. The development project represents a private investment of approximately two hundred fifty million dollars ($250,000,000) and a taxable value of at least one hundred twenty-five million dollars ($125,000,000).

The negotiated incentive package was designed to encourage higher taxable value for the project; reward the developer for sourcing sales and use taxes during construction to Lancaster; and reward the developer for moving their regional or national headquarters to Lancaster as a component of this project.

In order to qualify for the incentives, the developer is required to meet the following obligations:

- **Real Estate Closing.** The developer agrees to complete the real estate closing on the Property within ninety (90) business days of the Effective Date of this Agreement.
- **Occupation of Facility.** The developer agrees to occupy the Facility on or before January 1, 2027 and thereafter during the term of this Agreement.
- **Certificate of Occupancy.** The developer agrees to obtain or maintain a City Certificate of Occupancy for the Facility located on the Property on or before **January 1, 2027**, and to maintain the Certificate of Occupancy throughout the Term of this Agreement.
- **Minimum Valuation Threshold. The d**eveloper agrees to show evidence of a minimum taxable value for the Facility/Real Property (excluding land value) and all Business Personal Property at the Facility of **one hundred twenty-five million dollars** ($125,000,000) as assessed by Dallas Central Appraisal District.
- **Job Creation Requirement.** The developer agrees to maintain total annual wages for all full-time equivalent employment positions at the Facility at a combined level of not less than three million dollars ($3,000,000) annually. The Developer also will commit that not fewer than fifteen (15) employees at the facility will not be paid less than the prevailing average wage in the Dallas-Fort Worth-Arlington area for Computer Occupations, as reported by the Bureau of Labor Statistics (currently $93,760).
- **Site Visit.** Upon receipt of no less than 72-hours written notice, the developer agrees to grant a tour of the facility once every four years of the term of this agreement to a delegation from the City,

except in the event that the facility is undergoing scheduled maintenance, construction, or other activity that would make a tour unsafe or disrupt operations and activity at the Facility. In such an event, a tour will be granted as soon as reasonably practical after the request from the City.

- **Community Involvement.** Developer covenants and agrees to show evidence of expenditure of a donation of a minimum of **fifty thousand dollars** ($50,000) annually to City-sponsored events or other City-owned improvement projects determined by the City Manager in consultation with the Developer.

Provided that the developer meets or exceeds the obligations above, the following incentives are available:

Combined Real and Business Personal Property Tax Rebate. The City will make program payments to the developer for a portion of ad valorem taxes paid by the Developer to the City for Real and Business Personal Property Taxes for a period not to exceed ten (10) years. The final potential program payment shall be based on the taxable valuation set on January 1, 2036, (to be rebated if eligible) in early 2037, even if less than (10) program payments have been made under this Section.

The first year of eligibility for the Program Payment is the tax year starting at the earliest of: (1) the tax year when the investment threshold is met; or (2) the tax year with the valuation set on **January 1, 2027.**

The Base Program Payments shall be based upon the following percentages and terms:

Tax Years 1-10	Base Level Percentage of City Real and Business Personal Property Combined Taxes Reimbursed
1st through 10th tax year	25%

Enhanced Program Payments. The developer is eligible for enhanced program payments if the taxable valuation of the property meets or exceeds the valuation thresholds listed below:

Tax Years 1-10	Enhanced Taxable Value of Facility*	Percentage of City Real and Business Personal Property Combined Taxes Reimbursed
1st through 10th tax year	$250,000,000	35%
1st through 10th tax year	$375,000,000	45%

*excluding land valuation

Sales Tax on Equipment and Construction Material. The City will reimburse fifty percent (50%) of the City's 1% sales tax collected on: (1) materials handling and operations equipment purchased at any time during the term of this agreement; and (2) construction materials for the facility for purchases that are sourced to the City of Lancaster. All expenditures, sourced to Lancaster, made during the term of this agreement are eligible for this incentive.

Enhanced rebate for location of regional or national headquarters. Provided that all contingencies described for other incentives are met, and the developer provides evidence of the location or relocation of their regional or national/global headquarters, the incentive level will be enhanced as follows:

Tax Years 1-10	Type of Headquarters	Percentage of City Real and Business Personal Property Combined Taxes Reimbursed
1st through 10th tax year	Regional	+10%**
1st through 10th tax year	National/Global	+15%**

*excluding land valuation
** above proportion set by valuation

Legal Considerations:

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

Public Information Considerations:

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

Fiscal Impact:

The fiscal impact of the project will depend on the appraisal of the taxable value of the property and the ability of the developer to qualify for enhanced incentives. Over a ten-year period after completion, it is anticipated this project will generate between eight million dollars ($8,000,000) and twenty-four million dollars ($24,000,000) in new Lancaster property taxes (real and business personal property), depending on the final taxable valuation. The proportion of taxes reimbursed to the developer, under this deal, will increase as taxable value increases:

- 25% reimbursement for 10 years for a taxable valuation of at least $125M
  - Total Net to City (after incentive paid) - $6M (approximately)
  - Total Incentive to Developer - $2M (approximately)

- 35% reimbursement for 10 years for a taxable valuation of at least $250M
  - Total Net to City (after incentive paid) - $10.4M (approximately)
  - Total Incentive to Developer - $5.6M (approximately)

- 45% reimbursement for 10 years for a taxable valuation of at least $375M
  - Total Net to City (after incentive paid) - $13.2M (approximately)
  - Total Incentive to Developer - $10.8M (approximately)

The sales tax incentive is directly dependent on the amount of sales and use taxes sourced to Lancaster. One quarter of all new sales taxes generated will be paid to the developer; three quarters of all new sales taxes generated will accrue to the city, the parks sales tax fund, the economic sales tax fund and the property tax reduction fund.

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 - 380 Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF LANCASTER, TEXAS AND SI DFW02A, LLC (STACK); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, SI DFW02A, LLC (Stack) seeks to build a data center campus containing approximately two million (2,000,000) square feet of space on a site containing 101.5-acres, located on Belt Line Road west of Ferris Road by January 1, 2027; and

WHEREAS, the City of Lancaster ("City") recognizes the importance of business and community development to the vitality and growth of Lancaster; and

WHEREAS, the City desires to grant certain economic development incentives to Stack for the purpose of building data center campus within the City of Lancaster; and

WHEREAS, the City has adopted programs for promoting economic development, and an Economic Development Agreement and the economic development incentives set forth herein are given and provided by the City pursuant to and in accordance with those programs; and

WHEREAS, the City is authorized by Chapter 380 of the Texas Local Government Code to issue grants in order to promote local economic development by stimulating the local economy; and

WHEREAS, the City is authorized by Chapter 380 of the Texas Local Government Code to issue grants in order to promote local economic development by stimulating the local economy; and

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

SECTION 1. The City Council of the City of Lancaster, Texas approves a Chapter 380 Economic Development Incentive Agreement by and between the City of Lancaster and SI DFW02A, LLC (Stack), attached as Exhibit "A" and incorporated herein.

SECTION 2. The City Council authorizes the City Manager to execute the Chapter 380 Economic Development Program and Agreement between the City of Lancaster and SI DFW02A, LLC.

SECTION 3. This Resolution shall take effect immediately from and after the date of passage and as provided by law.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 22nd day of April, 2024.

ATTEST:

Sorangel O. Arenas, City Secretary

APPROVED:

Clyde C. Hairston, Mayor

APPROVED AS TO FORM:

David T. Ritter, City Attorney

CITY OF LANCASTER, TEXAS
AND
SI DFW02A, LLC
CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AND AGREEMENT

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into by and between the **CITY OF LANCASTER, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"), and **SI DFW02A, LLC**, a Delaware limited liability company (hereinafter referred to as "STACK" or the "Developer"), for the purposes and considerations stated below:

WHEREAS, the Developer desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code an incentive to Developer to develop the Property as defined below; and

WHEREAS, the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to expend public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Lancaster, Texas; and

WHEREAS, the City has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Lancaster, Texas; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Lancaster, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement, as defined herein, and shall continue thereafter until **December 31, 2040**, unless otherwise terminated pursuant to the terms of this Agreement.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

(a) **Affiliate**. The word "Affiliate" means (i) an entity controlling, controlled by, or under common control with STACK, (ii) any entity resulting from the merger or consolidation of or with STACK or an affiliate thereof, (iii) any person or entity that acquires all (or substantially all) of the assets of STACK, or an affiliate thereof, or (iv) any successor of STACK, or an affiliate thereof, by reason of public offering, reorganization, dissolution, or sale of stock, membership or partnership interests or asset. For purposes of this paragraph, "controlling" is the possession by an entity, direct or indirect, with the power to direct or cause the direction of the management and policies of STACK, whether through the ownership of voting securities, by contract (including but not limited to, a property management agreement between such entity and STACK or an affiliate thereof), or otherwise.

(b) **Agreement.** The word "Agreement" means this Chapter 380 Economic Development Program and Agreement, authorized by Chapter 380 of the Texas Local Government Code, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(c) **Certificate of Occupancy.** The words "Certificate of Occupancy" mean a certificate of occupancy (or its local equivalent) for the Facility.

(d) **City.** The word "City" means the City of Lancaster, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City's address is P.O. Box 940, Lancaster, Texas 75146.

(e) **Developer.** The word "Developer" means STACK, and any Affiliate of STACK, and its successors and assigns, whose address for the purposes of this Agreement is 1700 Broadway, Suite 1750, Denver, Colorado 80290, Attn: Timothy Kuester.

(f) **Effective Date.** The words "Effective Date" mean the date that the City Council approves this agreement.

(g) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth in the section entitled "Events of Default" in this Agreement.

(h) **Facility.** The word Facility means all buildings and improvements located on the Property located in Lancaster, Texas and as described and/or depicted in ***Exhibit B*** of this Agreement (to be provided), which is attached hereto and incorporated herein for all purposes. It is anticipated that the Developer will build five hundred thousand (500,000) square feet of data center space, but Developer is required to build a minimum of three hundred fifty thousand (350,000) square feet of data center space on the property by January 1, 2027. In order to qualify as the "Facility" under this Agreement, the facility must meet all of the following criteria: (1) be located within the City; and (2) be constructed in a manner similar to the conceptual plan of development, the scope of which is outlined in Exhibit B; (3) shall maintain a Certificate of Occupancy during the duration of this Agreement; and (4) remain in operation in the City of Lancaster for at least three (3) years following the disbursement of funds under this Agreement; and (5) shall be comprised of at least 350,000 square feet of data center space.

(i) **Full Time Equivalent Employment Positions.** The words "Full-Time Equivalent Employment Position(s)" mean a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve-month period with such hours also to include any vacation and sick leave.

(j) **Program Payment.** The words "Program Payment" mean the economic development funds provided by the City to Developer in accordance with this Agreement. Program Payments will be made in the form of tax rebates as described in more detail in Section 5(a) of this Agreement.

(k) **Property.** The word "Property" means the approximately 101.539 acres of land situated in the City of Lancaster, Dallas County, Texas, and more particularly described and or depicted in ***Exhibit A-1*** of this Agreement, which is attached hereto and incorporated herein for all purposes. For purposes of this Agreement, the tract does not need to be owned by Developer, but may instead be leased. Property shall also include any subsequent development of other parcels of land in the City which is purchased by the Developer prior to January 1, 2026, and where development starts no later than January 1, 2027.

(l) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE OBLIGATIONS OF DEVELOPER.

The Developer covenants and agrees with City that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) Real Estate Closing. Developer covenants and agrees to complete the real estate

closing on the Property within ninety (90) business days of the Effective Date of this Agreement. Notwithstanding anything else in this Agreement to the contrary, the failure to complete the real estate closing within this time will terminate this Agreement without requirement of Notice of Default or opportunity to cure under Section 8.

(b) **Occupation of Facility.** Developer covenants and agrees to occupy the Facility on or before January 1, 2027 and thereafter during the term of this Agreement.

(c) **Certificate of Occupancy.** Developer covenants and agrees to obtain or maintain a City Certificate of Occupancy for the Facility located on the Property on or before **January 1, 2027**, and to maintain the Certificate of Occupancy throughout the Term of this Agreement.

(d) **Performance.** Developer covenants and agrees to perform and comply with all terms, conditions and provisions set forth in this Agreement, and any other agreements by and between the City and Developer.

(e) **Minimum Valuation Threshold.** Developer covenants and agrees to show evidence of a minimum taxable value for the Facility/Real Property (excluding land value) and all Business Personal Property at the Facility of **one hundred twenty-five million and dollars** ($125,000,000) as assessed by Dallas Central Appraisal District.

(f) **Job Creation Requirement.** The Developer commits: (1) that fifteen (15) Full Time Equivalent Employment Positions will be located at the Facility on or before January 1, 2027, and that the prevailing average wage for those positions shall not pay less than the prevailing average wage in Dallas-Fort Worth-Arlington area for Computer Occupations, as reported by the Bureau of Labor Statistics; and (2) the total annual wages for all Full-Time Equivalent Employment Positions located at the Facility shall total at least $3,000,000 annually on or before January 1, 2027

(g) **Site Visit.** Upon receipt of no less than 72-hours written notice, Developer covenants and agrees to grant a tour of the facility once every four years of the term of this Agreement to a delegation from the City, except in the event that the Facility is undergoing scheduled maintenance, construction, or other activity that would make a tour unsafe or disrupt operations and activity at the Facility. In such event, a tour shall be granted as soon as reasonably practical after the request from the City.

(h) **Community Involvement.** Developer covenants and agrees to show evidence of expenditure of a donation of a minimum of **fifty thousand dollars** ($50,000) annually to City sponsored events or other improvement projects benefitting the City and determined by the City Manager in consultation with the Developer.

SECTION 5. AFFIRMATIVE OBLIGATIONS OF THE CITY.

City covenants and agrees with Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Program Payments.**

(1) **Combined Real and Business Personal Property Tax Rebate.** Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by **January 1, 2027**; (2) the Minimum Investment Threshold set forth herein is met; and (3) all other Affirmative Obligations set out in Section 4 have been satisfied, the City shall make Program Payments to Developer for a portion of ad valorem taxes paid by the Developer to the City for Real and Business Personal Property Taxes for a period not to exceed ten (10) years. The final potential program payment shall be based on the taxable valuation set on January 1, 2036, (to be rebated if eligible) in early 2037, even if less than (10) program payments have been made under this Section.

The first year of eligibility for the Program Payment the tax year starting the earlier of: (1) the tax year when the Investment Threshold is met; or (2) the tax year with the valuation set on **January 1, 2027.**

The Base Program Payments shall be based upon the following percentages and terms:

Tax Years 1-10	**Base Level Percentage of City Real and Business Personal Property Combined Taxes Reimbursed**
1st through 10th tax year	**25%**

The developer is eligible for enhanced Program Payments if taxable valuation levels meet or exceed the Minimum Investment Threshold during each year of this Agreement. The Enhanced Program Payment shall be applied each year during the term of this Agreement that taxable valuation levels meet or exceed the levels below. This incentive is not additive (but is in lieu of the base 35% tax incentive) so, for example, if the taxable valuation for real property excluding land valuation and business personal property exceeds three hundred seventy-five million dollars ($375,000,000) in a given year, the rebate for real property and business personal property shall be forty-five percent (45%), and not thirty-five percent (35%), provided all other contingencies in the contract are met:

Tax Years 1-10	**Enhanced Taxable Value of Facility***	**Percentage of City Real and Business Personal Property Combined Taxes Reimbursed**
1st through 10th tax year	**$250,000,000**	**35%**

1st through 10th tax year	**$375,000,000**	**45%**

*excluding land valuation

The maximum Term of this Agreement and expanded incentives is ten years.

(2) **Sales Tax on Equipment and Construction Material.** Provided that: (1) the Developer has obtained a Certificate of Occupancy for the Facility by **January 1, 2027**; (2) the Minimum Investment and Minimum Valuation thresholds set forth herein is met; and (3) all other Affirmative Obligations set out in Section 4 have been satisfied, the City shall reimburse fifty percent (50%) of the City's 1% sales tax collected on: (1) materials handling and operations equipment purchased at any time during the Term of this Agreement; and (2) construction materials for the Facility for purchases that are sourced to the City of Lancaster. All expenditures, sourced to Lancaster, made during the Term of this Agreement are eligible for this incentive.

(3) **Enhanced rebate for location of regional or national headquarters.** Provided that all contingencies described in Section 4 and Section 5(a)(1) are met, if Developer elects to locate or relocate its regional or national/global headquarters to the City of Lancaster, Texas, and the Developer provides evidence of the location or relocation of their regional or national/global headquarters as reasonably requested by the City, the incentive level will be enhanced as follows:

Tax Years 1-10	Type of Headquarters	Percentage of City Real and Business Personal Property Combined Taxes Reimbursed
1st through 10th tax year	**Regional**	**+10%****
1st through 10th tax year	**National/Global**	**+15%****

*excluding land valuation
** above proportion set by valuation

This incentive enhancement becomes active on the first January 1st after the completion and occupancy of the headquarters space and the enhancement shall remain in effect during the remaining term of the Agreement, while the headquarters maintains operations.

(b) **Valuation of Real Property and Business Personal Property.** The Real Property and Business Personal Property valuations in this Section 5 are by Dallas Central Appraisal District ("DCAD") taxable values (excluding land values), including the values assigned by constituent taxing authorities. For purposes of these Program Payments, payment to the City's authorized tax collection agent (currently the Dallas County Tax Assessor/Collector

(the "Dallas County Tax Office") shall be considered ad valorem taxes "paid to the City."

SECTION 6. CESSATION OF ADVANCES.

If City has made any commitment to provide any Program Payment to Developer, whether under this Agreement or under any other agreement, the City shall have no obligation to advance or disburse future Program Payment after: (a) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (b) an Event of Default occurs and is not cured within the time period provided in Section 8.

SECTION 7. EVENTS OF DEFAULT.

After the expiration of any applicable cure period as set forth in Section 8, below, each of the following shall constitute an Event of Default under this Agreement. No cure period shall apply to subsections (b) and (c), below:

(a) **General Event of Default.** Failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Developer or City to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Developer and City is an Event of Default.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

(c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

(d) **Ad Valorem Taxes**. Developer allows its ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure within thirty (30) days after written notice thereof from City and/or Dallas County Central Appraisal District is an Event of Default.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure a monetary default and ninety (90) days to cure a non-monetary default. Should said default remain uncured as of the last day of the applicable cure period, the non-defaulting party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. In the event the Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the Program Payments

provided by the City to Developer pursuant to Section 5(a) of this Agreement, shall become immediately due and payable by the Developer to the City.

SECTION 9. INDEMNITY.

TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF LANCASTER, TEXAS AND THE LEDC (AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT, EXCEPT WHERE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OF LANCASTER, TEXAS OR THE LEDC (OR ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE). NOTHING HEREIN SHALL BE INTERPRETED AS A WAIVER OF CITY'S GOVERNMENTAL IMMUNITY FROM SUIT OR DAMAGES.

IN NO EVENT SHALL DEVELOPER BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REPUTATION AND/OR LOSS OF CURRENT OR PROSPECTIVE BUSINESS ADVANTAGE, EVEN WHERE SUCH LOSSES ARE CHARACTERIZED AS DIRECT DAMAGES) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIP AND/OR DEALINGS BETWEEN DEVELOPER AND CITY, REGARDLESS OF WHETHER THE CLAIM UNDER WHICH DAMAGES ARE SOUGHT IS BASED UPON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AT THE TIME OF CONTRACTING OR OTHERWISE. EXCEPT FOR LIABILITY ARISING UNDER DEVELOPER'S INDEMNITY OBLIGATIONS IN THIS SECTION, UNDER NO CIRCUMSTANCES SHALL DEVELOPER'S, CITY OF LANCASTER'S, OR LEDC'S MAXIMUM TOTAL LIABILITY, IF ANY, ARISING OUT OF OR IN ANYWAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIP AND/OR DEALINGS BETWEEN DEVELOPER AND CITY/LEDC EXCEED THE AMOUNTS ACTUALLY PAID TO DEVELOPER BY CITY/LEDC UNDER THIS AGREEMENT.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Dallas County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Dallas County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed. Any restrictions herein on the transfer or assignment of Developer's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to an Affiliate of Developer.

(d) **Attorneys' Fees and Costs.** In the event of any action at law or in equity between the parties to enforce any of the provisions hereof, to the extent allowed by law any unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees (including costs and expenses incurred in connection with all appeals) incurred by the successful party, and these costs, expenses and attorneys' fees may be included in and as part of the judgment. A successful party shall be any party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.

(e) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto and delivery of the same to the other party. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(f) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

(g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(h) **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

(i) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, pandemic, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

(j) **No Interpretation Against Drafter.** Developer and City have participated in negotiating and drafting this Agreement, and agree that this Agreement is to be construed as if drafted jointly. The parties agree that this Agreement will not be interpreted or construed against either party should a need for interpretation or resolution of any ambiguity arise.

(k) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered by nationally recognized next business day delivery service or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

If to the City: City of Lancaster, Texas
Attn: Opal Mauldin-Jones, City Manager
P.O. Box 940
Lancaster, Texas 75146
Telephone: (972) 218-1302

If to the Developer: SI DFW02A
1700 Broadway, Suite 1750
Denver, Colorado 80290
Attn: Timothy Kuester

With a copy to: McGuireWoods Consulting, LLC
Attn: Christopher D. Lloyd
800 East Canal Street
Richmond, VA 23219
Telephone: 804-775-1902

(l) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of this Agreement shall be enforced as if the invalid provision had never been included.

(m) **Sovereign Immunity**. No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.

(n) **Survival.** All warranties, representations, and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to City under this Agreement shall be considered to have been relied upon by the City and will survive the payment of any Program Payments under this Agreement regardless of any investigation made by the City or on City's behalf.

(o) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(p) **Undocumented Workers.** The Developer certifies that Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement to Developer plus six percent (6.0%), not later than the 120th day after the date the City notifies Developer of the violation.

(q) In accordance with Section 2270.002 of the Texas Government Code (as added by Tex. H.B. 89, 85th Leg., R.S. (2017)), the Developer verifies that it does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(r) In accordance with Section 2252.152 of the Texas Government Code (as added by Tex. S. B. 252, 85th Leg., R.S. (2017), the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

(s) **Estoppel Certificate.** Upon written request by Developer to City, City will provide Developer with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Developer is in breach of this Agreement, the nature of the breach, and (ii) a statement as to whether this Agreement has been amended and, if so, the identity and substance of each amendment.

[The Remainder of this Page Intentionally Left Blank]

THE INCENTIVES IN THIS AGREEMENT SHALL BE NULL AND VOID IF NOT SIGNED BY DEVELOPER AND RETURNED TO THE CITY BY [_____].

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CITY:

CITY OF LANCASTER, TEXAS,
a Texas home-rule municipality

By: _____
Opal Mauldin-Jones, City Manager
Date: _____

ATTEST:

_____
Sorangel O. Arenas, City Secretary

APPROVED AS TO FORM:

_____
David T. Ritter, City Attorney

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Opal Mauldin-Jones, City Manager of the City of Lancaster, Texas, a Texas home-rule municipality, on behalf of said municipality.

_____
Notary Public, State of Texas

DEVELOPER:

SI DFW02A, LLC, a Delaware limited liability company

Name: _____
Title: _____
Date Signed: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____, _____ of **SI DFW02A, LLC**, a Delaware limited liability company, on behalf of said limited liability company.

_____
Notary Public, County of _____, _____

Exhibit A-1

Legal Description

DESCRIPTION of a 101.539 acre (4,423,051 square feet) tract of land situated in the Jonas Green Survey, Abstract No. 504, James McMillan Survey, Abstract No. 987, Edwin Lee Roy Patton Survey, Abstract No. 1116, and George Hoover Survey, Abstract No. 549, Dallas County, Texas; said tract being part of that certain tract of land described in Special Warranty Deed to CP Lancaster Land, LP recorded in Instrument No. 202200119627 of the Official Public Records of Dallas County, Texas; said 101.539 acres (4,423,051 square feet) tract being more particularly described as follows (Bearing system for this survey is based on the Texas State Plane Coordinate System, North Central Texas Zone 4202. The distance shown have been modified by using the TxDOT Dallas County combines scale factor of 1.000136506):

BEGINNING, at a 5/8-inch iron rod with "KHA" cap found for corner in the southeast line of East Belt Line Road (a variable width right-of-way); from said point a 5/8-inch iron rod with "BURY" cap found bears South 75 degrees, 28 minutes East, a distance of 0.2 feet;)

THENCE, North 75 degrees, 33 minutes, 31 seconds East, along the said southeast line of East Belt Line, a distance of 5.18 feet to a point for corner; said point being the northwest corner of that certain tract of land described in Warranty Deed to Dallas Power & Light, recorded in Volume 89248, Page 3360 of the Deed Records of Dallas County, Texas;

THENCE, departing the said southeast line of East Belt Line Road and along the west line of said Dallas Power & Light tract, the following nine (9) calls:

South 02 degrees, 37 minutes, 58 seconds East, a distance of 429.45 feet to point for corner from which a 5/8-inch iron rod found bears South 17 degrees, 43 minutes East, 0.7 feet;

South 15 degrees, 47 minutes, 45 seconds East, a distance of 1,037.09 feet to a 5/8-inch iron rod found for corner (controlling monument);

South 12 degrees, 03 minutes, 40 seconds East, a distance of 1,078.84 feet to a point for corner; from said point a 5/8-inch leaning iron rod bears South 17 degrees, 43 minutes East, 0.7 feet;

South 11 degrees, 52 minutes, 40 seconds East, a distance of 1,003.38 feet to a point from corner; from said point a 5/8-inch bent iron rod found bears South 52 degrees, 58 minutes East, 0.3;South 04 degrees, 05 minutes, 25 seconds East, a distance of 501.72 feet to a bent 5/8-inch iron rod with unreadable red cap found for corner (controlling monument;)

South 03 degrees, 48 minutes, 10 seconds East, a distance of 587.23 feet to a point for corner;

South 88 degrees, 17 minutes, 30 seconds East, a distance of 17.51 feet to a point for corner;

South 26 degrees, 17 minutes, 30 seconds East, a distance of 59.00 feet to a point for corner;

South 03 degrees, 50 minutes, 06 seconds East, a distance of 54.35 feet to a point for corner in the apparent centerline of a creek;

THENCE, departing the said west line of said Dallas Power & Light tract and following the apparent centerline of a creek, the following nine (9) calls;

North 70 degrees, 55 minutes, 06 seconds West, a distance of 111.40 feet to a point for corner;

North 82 degrees, 59 minutes, 06 seconds West, a distance of 87.90 feet to a point for corner;

North 43 degrees, 48 minutes, 06 seconds West, a distance of 188.90 feet to a point for corner;

North 36 degrees, 03 minutes, 06 seconds West, a distance of 223.00 feet to a point for corner;

North 88 degrees, 33 minutes, 06 seconds West, a distance of 184.10 feet to a point for corner;

South 74 degrees, 37 minutes, 54 seconds West, a distance of 138.70 feet to a point for corner;

North 30 degrees, 08 minutes, 06 seconds West, a distance of 30.60 feet to a point for corner;

South 77 degrees, 26 minutes, 54 seconds West, a distance of 145.84 feet to a point for corner;

North 67 degrees, 38 minutes, 06 seconds West, a distance of 8.84 feet to a point for corner;

THENCE, North 13 degrees, 37 minutes, 57 seconds West, departing the apparent centerline of a creek and into, over, and across said CP Lancaster Land, LP, a distance of 4,173.34 feet to a point for corner in the said southeast line of East Belt Line Road;

THENCE, along the said southeast line of East Belt Line Road, the following three (3) calls:

North 76 degrees, 35 minutes, 16 seconds East, a distance of 91.15 feet to a 5/8-inch iron rod with "KHA" cap found for corner; said point being the beginning of a non-tangent curve to the left;

Easterly along said curve, having a central angle of 01 degrees, 03 minutes, 40 seconds, a radius of 5.765.61 feet, a chord bearing and distance of North 76 degrees, 03 minutes, 32 seconds East, 106.77 feet, an arc distance of 106.77 feet to a 5/8-inch iron rod with "KHA" cap found for corner at the end of said curve;

North 75 degrees, 31 minutes, 47 seconds East, a distance of 896.97 feet to the POINT OF BEGINNING;

CONTAINING: 4,423,051 square feet or 101.539 acres of land, more or less.

Exhibit B

[Facility Description – to be provided]

CITY OF LANCASTER CITY COUNCIL

City Council Regular Meeting **10.**

Meeting Date: 04/22/2024

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) Real Property located at 1508 Dewberry Boulevard (Bel-Air Place Apartments).
2) Real Property located at 632 Reindeer Road.
3) Real Property located at 3410 Sherwood Drive.
4) Future Infrastructure (Houston School Road water main damage).
5) DeltaVictor LLC v. City of Lancaster.
6) Pleasant Run Road Improvements (Dallas County MCIP 31403).
7) Sales Tax Audit.
8) 1713 Enchanted (NPO and Parking Pad).

LANCASTER CITY COUNCIL

City Council Regular Meeting **11.**

Meeting Date: 04/22/2024

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.