

AGENDA

Special City Council Meeting and Workshop



4:30 PM - Tuesday, January 5, 2021

City Council Chambers, 201 E. Nash Street, Terrell, TX

Mayor Rick Carmona

Council Members

District 2 - Grady Simpson

District 3 - Mayrani Velazquez

District 4 - Charles Whitaker

District 5 - Tim Royse

City Manager Mike Sims

NOTICE IS HEREBY GIVEN that the Terrell City Council will conduct a Special City Council Meeting and Workshop at 4:30 p.m. on Tuesday, January 5, 2021, at Terrell City Hall located at 201 East Nash Street. The meeting is open to the public with limited seating in the Council Chambers. Recommendations of the CDC regarding social distancing will be practiced during the course of the public meeting to slow the spread of the Coronavirus (COVID-19).

If you choose not to attend in person and you wish to submit public comments, email support@cityofterrell.org and title the email "Public Comment". All public comments submitted by 4:00 pm on Tuesday, January 5, 2021 will be provided to the City Council members and read into the record for the Tuesday, January 5, 2021 City Council Meeting.

Page

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE TO AMERICAN FLAG AND TEXAS FLAG.

4. HEAR REMARKS FROM VISITORS.

This time is set aside on the agenda to invite any person to address the Council on issues not subject to a public hearing. Routine administrative matters are best discussed with the appropriate City Staff before bringing them to the Council. Prior to the meeting, please complete a

"Citizen Participation Form" and present it to the City Secretary. In accordance with the Texas Open Meetings Act, Section 551.042, the City Council cannot discuss, consider, or take action on matters not listed on the agenda. Speakers should limit their comments to 3 minutes and are asked to speak into the microphone provided, identifying themselves for the record. The total amount of time set aside for this place on the agenda is 15 minutes. Comments of a personal nature directed at the Council or Staff are inappropriate.

5. COVID-19 BUSINESS

- 5.1. Discuss COVID-19 Update.

6. DISCUSSION ITEMS

6.1. Discuss City Hall Renovation. <u>City Mgr office with revisions</u>	4
6.2. Discuss Update on County Roadway Partnership and Upcoming New County Transportation Projects Interlocal Agreement. <u>2019-Kaufman-County-Transportation-Bond-Project-List01</u> <u>12 December 2020 Kaufman County Transportation Planning Report</u> <u>SH 205 South Approved Schematic 01 cropped (1)</u> <u>ICA City of Terrell 2019 Bond Projects Complete Streets Las Lomas Parkway UPRR Quiet Zones</u>	5 - 37
6.3. Discuss City of Terrell Legislation Policy Positions.	
6.4. Discuss Muckelroy Building Project. <u>Muckelroy Building presentation</u> <u>Option 3 - 97 person terrace</u> <u>Photo</u> <u>Muckleroy Agreement 12-7-2020</u> <u>Muckleroy Agreement Summary 12-7-2020</u> <u>TIF Resolution 2021-2</u>	38 - 83
6.5. Discuss Anderson Building and Griffith Building Joint Project. <u>Anderson Building Plans</u> <u>TIF RESOLUTION NO 2021-1</u> <u>PADIC Resolution No. 2020-2</u>	84 - 97
6.6. Discuss approval of Waste Connections Lone Star, Inc. Contract Extension. <u>FY22 Service Options</u> <u>Waste Connection Lone Star and Terrell Extension to February of 2023</u>	98 - 101

7. ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH SECTION 551 OF THE TEXAS GOVERNMENT CODE TO DISCUSS THE FOLLOWING:

Section 551.072 Deliberations Regarding Real Property.
Section 551.087 Deliberations Regarding Economic Development Negotiations.

8. RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ITEMS DISCUSSED IN EXECUTIVE SESSION.

9. ADJOURN.

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the Governing Body of the City of Terrell is a true and correct copy of said NOTICE, which has been posted on the front OUTDOOR BULLETIN BOARD CABINET FOR AGENDAS of the Terrell City Hall, Terrell, Texas, a place convenient and readily accessible to the General Public and on the website at cityofterrell.org, and which has been continuously posted for a period of seventy-two (72) hours prior to the date and time said meeting was convened.

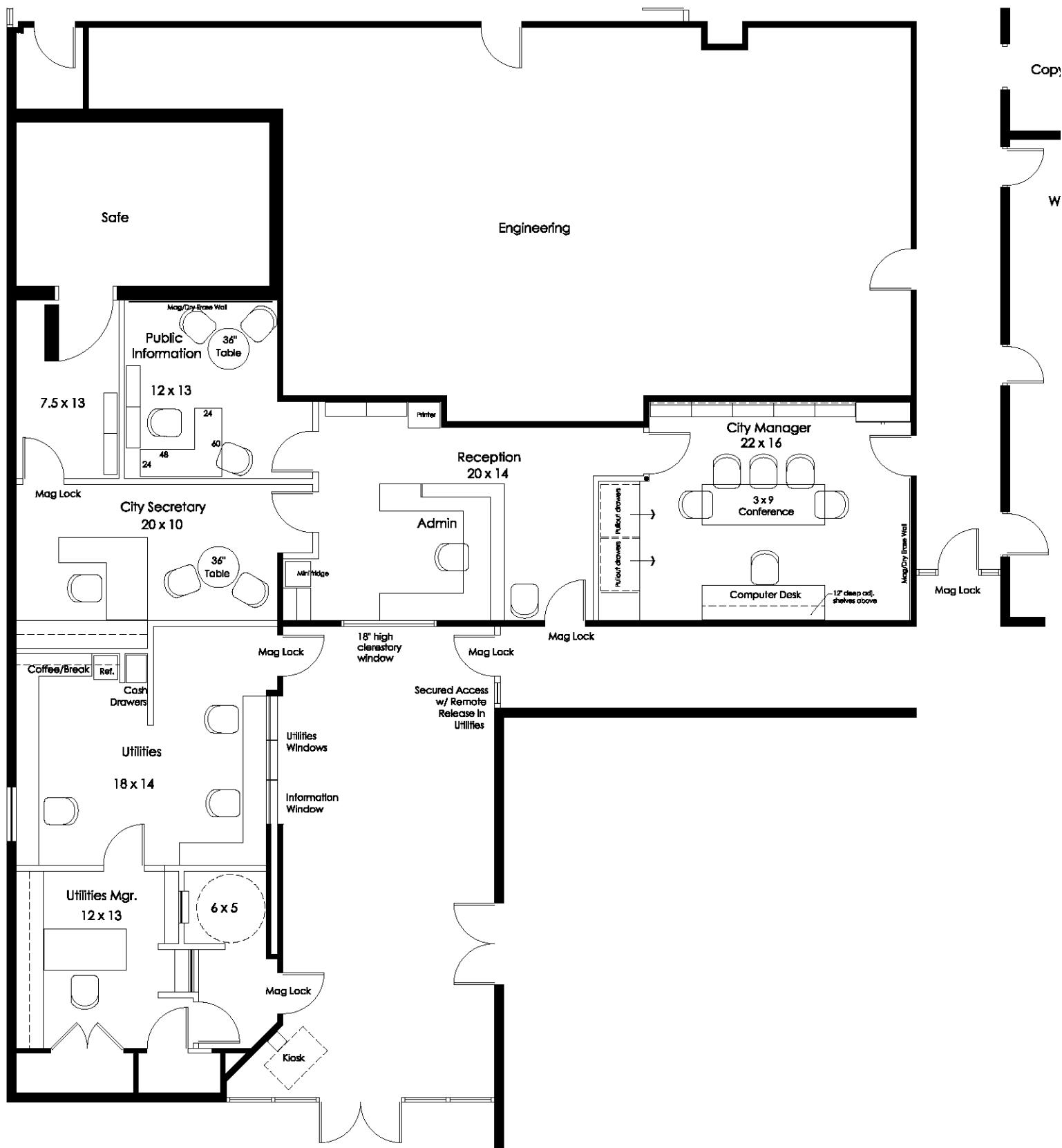
Posted Wednesday, December 30, 2020 –5:00 p.m.

Dawn Steil, City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 972-551-6600 for further information. Braille is not available.

Council Reserves the Right to Adjourn into Executive Session to Seek Legal Counsel on a Matter Which the Canon of Legal Ethics Demands to Preserve the Attorney-Client Privilege Pursuant to Section 551.071(2) of the Texas Government Code.

ITEM 6.1.



Preliminary Space Plan for City Manager & Utilities
November 17, 2020



2019 KAUFMAN COUNTY BOND PROGRAM

TRANSPORTATION IMPROVEMENTS (PROJECT SUMMARY)

Project No.	Precinct	Project	Proposing Agency	Description	From	To	BOND Program Estimate		
							County Roads	City Roads	TxDOT Roads
County Wide - Judge Richards									
1	County Wide	STAR Transit	Judge	Planning/Engineering/Land Acquisition/Matching Funds				\$ 900,000	
2	County Wide	US 175	Judge	Continuous Frontage Roads	CR 166	North Elm Street			\$ 3,000,000.00
3	County Wide	County Road Plan	Judge	Develop a County Road Plan			\$ 200,000		
4	County Wide	Bond Program Management	Judge	Program Management			\$ 2,000,000		
5	County Wide	FM 148	Judge	Widening to 4 lanes	Hwy 175	IH-20			\$ 1,500,000
6	County Wide	FM 1641	TxDOT	Widen to 4-lane (ultimate 6 lane) urban facility	FM 548	FM 148			\$ 1,000,000
7	County Wide	CR	TxDOT	Bridge Replacement	On CR 4106 at draw	(1.05 mi NW of FM 1390)			\$ 80,000
8	County Wide	CR	TxDOT	Bridge Replacement	CR 338 at Duck Crk Trib	.			\$ 80,000
9	County Wide	CR	TxDOT	Bridge Replacement	On CR 4106 at draw	(1.55 mi NW of FM 1390)			\$ 80,000
10	County Wide	US 80	TxDOT	Turn lanes and Traffic Signal	At SH 205/FM 148	.			\$ 1,000,000
11	County Wide	US 80	TxDOT	Reconstruct and Widen 4 to 6 Mainlanes and Reconstruct 4 Lane Discontinuous to 4 Lane Continous Frontage Roads	Lawson Rd (Dallas / Kaufman)	FM 460			\$ -
12	County Wide	CR	TxDOT	Replace Bridge and Approaches	CR 110 at Jones Creek	.			\$ 80,000
13	County Wide	CR	TxDOT	Replace Bridge and Approaches	CR 279 at Bachelor Creek Relief	.			\$ 120,000
14	County Wide	CR	TxDOT	Replace Bridge and Approaches	CR 312	At Muddy Cedar Creek Trib			\$ 80,000
15	County Wide	FM 148	TxDOT	Roadway Realignment	South of FM 3039	US 175			\$ 5,000,000
16	County Wide	FM 548	TxDOT	Widen and Reconstruct to 4 Lane Urban Divided (Ultimate 6)	North of US 80	S of SH 205 (Rockwall C/L)			\$ -
17	County Wide	IH 20	TxDOT	Add 0 to 4 Lane Continuous Frontage Roads	Dallas County Line	East of CR 138 (Wilson Rd)			\$ 7,100,000
									\$22,220,000
Precinct No. 1 - Commissioner Hunt									
18	1	Abner Rd Phase 1	Precinct 1	Pavement Reconstruction and Culvert Replacement	Highway 34	CR 2728	\$ 11,000,000		
19		Abner Rd Phase 2			CR 2728	CR 2727			
20		Hiram Rd			I-20 Eastbound Access Rd	2,500' east of CR 128			
21		CR 109B			1800' East of CR 108	1850' West of CR 109			
22		CR 120			Hiram Rd	CR 119			
23		Taylor Rd - Merle Dr			CR 124	End			
24		CR 124 - Fann Drive			Taylor Rd	End			
25		CR 152			CR 1388	CR 151			
26		CR 153 (Fair Rd)			FM 2860	CR 151			
27		Access Rd to CR 213	Talty	Roadway Extension	JH 20 WBSR	CR 213		\$ 500,000	
28		Tabor Parkway (CR 151)	Kaufman	Widening to 4 lanes	Kings Fort Pkwy	East of SH 34 Bypass		\$ 5,000,000	
29		US 175 S Frontage Rd Ph 1	Kaufman	Constructing SB Frontage Rd for US 175	US 175 Frontage Rd	Fair Rd		\$ 820,000	
30		SH 34 Bus. Intersection	Kaufman	Turn lanes and Traffic Signal	at US 175			\$ 2,000,000	
31		FM 1388	Kaufman	Widening to 4 lanes	Hampton Ct Dr	SH 34 By Pass		\$ 760,000	
									\$ 20,080,000
Precinct No. 2 - Commissioner Phillips									
32	2	Misc. County Road	Precinct 2	Pavement Reconstruction and Culvert Replacement			\$ 6,000,000		
33	2	Lake Ray Hubbard Dr	Precinct 2	Roadway Reconstruction	FM 740	Travis Ranch Blvd	\$ 2,640,000		
34	2	Helms Trail	Precinct 2	Preliminary Engineering	IH 20	US 80	\$ 3,000,000		
35	2	FM 548	Forney	Grade Separation	at Railroad			\$ 1,500,000	
36	2	FM 740	Forney	Widen to a 4 lane divided	Pinson Road	FM 460		\$ 2,500,000	
37	2	FM 740	Mesquite	Turn lanes and Traffic Signal	at FM 548			\$ 1,100,000	
38	2	FM 740	Mesquite	Widen to a 4 lane divided	at IH 20				
39	2	FM 740	Mesquite	Widen to a 4 lane divided	at 2757				
40	2	FM 2757	Mesquite	Widen to a 4 lane divided	FM 740	FM 741		\$ 2,800,000	
41	2	FM 741 Phase 4	Forney/Mesquite	Widen to a 4 lane divided	IH 20	Monitor Blvd		\$ 2,000,000	
									\$ 21,540,000
Precinct No. 3 - Commissioner Barber									
42	3	Colquitt Rd	Precinct 3	Pavement Reconstruction and Culvert Replacement	CR 548	CR 1392	\$ 10,000,000		
43		Samuels Rd			Colquitt Rd	CR 1392			
44		CR 249			CR 986	CR 2454			
45		CR 314			I-20	South Commerce St			
46		CR 322			HWY 34	CR 429			
47		Adelaide St/US 80	Terrell	Design and Matching Funds	E High St	E Cottage St		\$ 750,000	
48	3	Las Lomas Parkway	Terrell	FM 1392/FM 986 Bridge over US 80/UPRR	Existing Las Lomas Pkwy	FM 1392		\$ 5,700,000	
49	3	UPRR Quiet Zones	Terrell	Evaluation/Study/Design	Various Locations			\$ 2,000,000	
									\$ 18,450,000
Precinct No. 4 - Commissioner Cates									
50	4	Beautiful Acres (1st, 2nd, 3rd Streets)	Precinct 4	Pavement Reconstruction and Culvert Replacement			\$ 13,000,000	\$ -	\$ -
51		Becker (CR 4026, 4027, 4035, 4037)							
52		Combine (Dawson, Pole Bridge, Rustic Oaks, Snowden)							
53		Cottonwood (CR 4083A, 4084)							
54		Crandall (CR 4101, 4102, 4104, 4106, 4116)							
55		Forney (Kelly Rd, Sherwood, Union Hill)							
56		Grays Prairie (CR 4079, 4080)							
57		Kemp (Breedland Dr, Hilltop Dr, CR 4023, 4031, 4052)							
58		Lively (CR 4055, 4058, 4061, 4062)							
59		Mabank (Country Club Dr, CR 4007, 4009, 4013, 4015)							
60		Peelton (R&R Circle, CR 4064, 4065, 4066, 4068, 4069, 4070, 4072, 4074, 4076, 4077)							
61		Prairieville (Cedar Acres, CR 116, 117)							
62		Rosser CR 4087							
63		Scurry (Shady Lane, Silver Crk, CR 4090, 4093)							
64		Talossa (CR 4042, 4043, 4044)							
65		Warsaw (CR 4094, 4095, 4096)							
66	4	FM 741 Phase 1	Crandall	Widen to a 4 lane divided	US 175	FM 2757	\$ -	\$ -	\$ 1,000,000
67	4	FM 741 Phase 2	Crandall/Mesquite	Widen to a 4 lane divided	FM 2757	Heartland Parkway S			
68	4	FM 741 Phase 3	Crandall/Mesquite	Widen to a 4 lane divided					



Kaufman County Transportation Planning Report

December 2020

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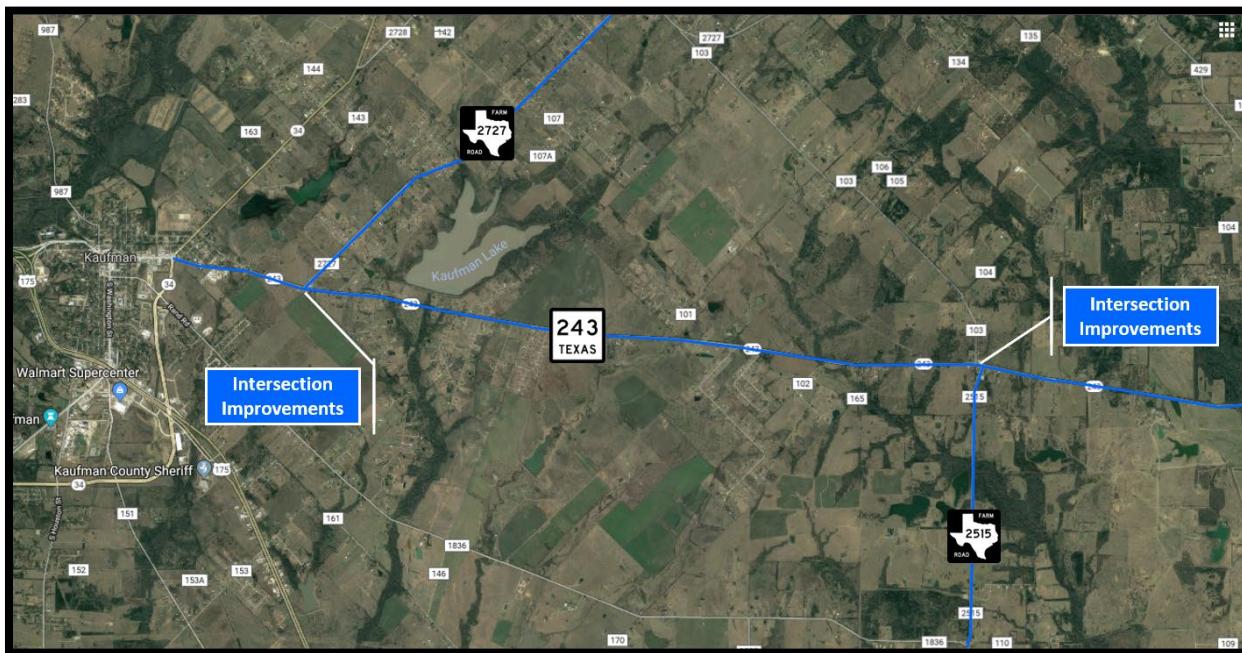
| PROJECT FUNDING SUMMARY |

PROJECT	COUNTY	OTHER	TOTAL COST
SH 243/FM 2727 and SH 243/FM 2515	\$1,193,862	\$207,676	\$1,401,538
FM 548 North: Phase I	\$4,506,948	\$54,113,732	\$58,620,680
FM 548 North: Phase II	\$1,542,811	\$18,433,203	\$38,747,234
US 80/SH 205/FM 148	\$931,624	\$9,373,808	\$10,909,530
US 175 South Frontage Road	\$1,572,843	\$16,942,672	\$18,515,515
FM 148 Bypass	\$2,175,278	\$2,496,880	\$35,780,896
FM 148 (FM 1390 to FM 1388)	\$840,474	\$7,818,547	\$8,623,021
SH 34: Sections 1 & 2	\$2,246,357	\$36,563,467	\$38,809,824
FM 148 North: Terrell	\$8,700,000	\$4,600,000	\$13,300,000
FM 1641	\$1,893,700	TBD	\$53,085,621
FM 741	\$3,450,000	TBD	\$88,450,000
CR 151 (Tabor Parkway)	\$4,500,000	\$0	\$4,500,000
SH 34 Advanced Planning	TBD	TBD	TBD
SH 205 South	\$943,255	\$9,408,299	\$161,342,554
I-20 Frontage Roads	\$0	TBD	\$570,700,000
US 80 Widening	\$567,169	\$154,455,878	\$155,023,047
TOTAL	\$35,019,321	\$314,414,162	\$1,257,809,461

2013

SH 243/FM 2727 and SH 243/FM 2515

CSJ:	0522-01-023	Schematic Approval:	NA
Limits:	Intersections at SH 243 and FM 2727 and at SH 243 and FM 2515	Environmental Clearance:	October 2, 2018
Construction Cost:	\$1,271,679	ROW Acquisition Complete:	NA
Funding:	\$77.8K NET RMA; \$1.193M Kaufman County	Utility Relocations Complete:	September 2018
Project Description:	Widen intersections; add eastbound left-turn lane from SH 243 to FM 2727; add southbound right-turn lane from FM 2727 to SH 243; roadside signs; add westbound left-turn lane from SH 243 to FM 2515	100% Plans:	September 2019
Commissioner:	Mike Hunt, Precinct 1	Let Date:	December 3, 2019
TxDOT Project Manager:	Lane Selman	Construction Completion:	February 2021



Current Activity:

- **Funding:** SH 243/FM 2727 was awarded NET RMA funds in the amount of \$77,817.00.
- **Construction:** The project was awarded to Fritchler Construction Services, with a low bid of \$1,271,679.25. There are 168 working days and 8 months of barricades. See attached TxDOT construction report.

TxDOT Monthly Project Report for Kaufman County

Date of report: December 16, 2020

Report prepared by: Cody Jolley

Control: 0522-01-023 Limits at FM 2515 and FM 2727

Project: CC 522-1-23

Highway: SH 243

Contractor: Fritcher Construction Services

TxDOT Project Engineer: Lane Selman, P.E.

Phone: (972) 962-3617

TxDOT Project Manager: Sammy Saiz

Phone: (972) 962-3617

Contractor's Superintendent: J.D. Rodgers

Phone: (903) 707-3536

Date Work Began: May 11, 2020

Anticipated Completion Date: February 26, 2021

Current activities include: Drainage extension on FM 2515 north of SH 243. Subgrade on FM 2515 north of SH 243.

Narrative description of last month's activities: Excavation on FM 2515 north of SH 243. Drainage extensions on FM 2515 north of SH 243. Striping (hand work) on FM 2727 north of SH 243. Sod on FM 2727 north of SH 243.

Narrative description of activities planned for next month: Base on FM 2515 north of SH 243. Overlay on FM 2515 north of SH 243. Signs/driveways on FM 2515 north of SH 243. Cleaning ditches on SH 243.

Traffic issues: Daily flagging operations.

Plans for changes in traffic patterns: None

Item(s) of work currently controlling project completion: None

Other items of significance: None

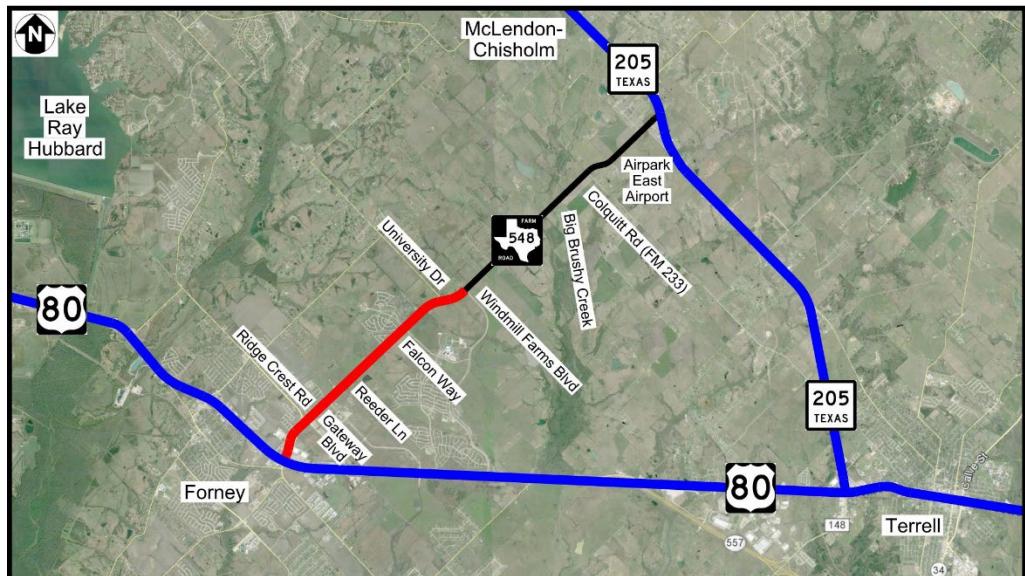
2013

FM 548 North: Phase I

CSJ:	2588-01-022	Schematic Re-Approval:	December 28, 2018
Limits:	From north of US Highway 80 to Windmill Farms Blvd.	Environmental Clearance:	July 3, 2019
Estimated Construction Cost:	\$53,788,700	ROW Acquisition Complete:	November 2021
Funding:	\$49.5M in CAT 2	Utility Relocations Complete:	January 2023
Project Description:	Widen existing 2-lane, undivided facility to a 4- to 6-lane, divided facility	100% Plans:	August 2021
Commissioner:	Skeet Phillips, Precinct 2	Ready to Let Date:	January 2023
Consultant & Key Contact:	Pacheco Koch, Markus Neubauer and Mark Zoellner	Let Date:	March 2023
TxDOT Project Manager:	Saba El-Hawi	Construction Start:	*

Current Activity:

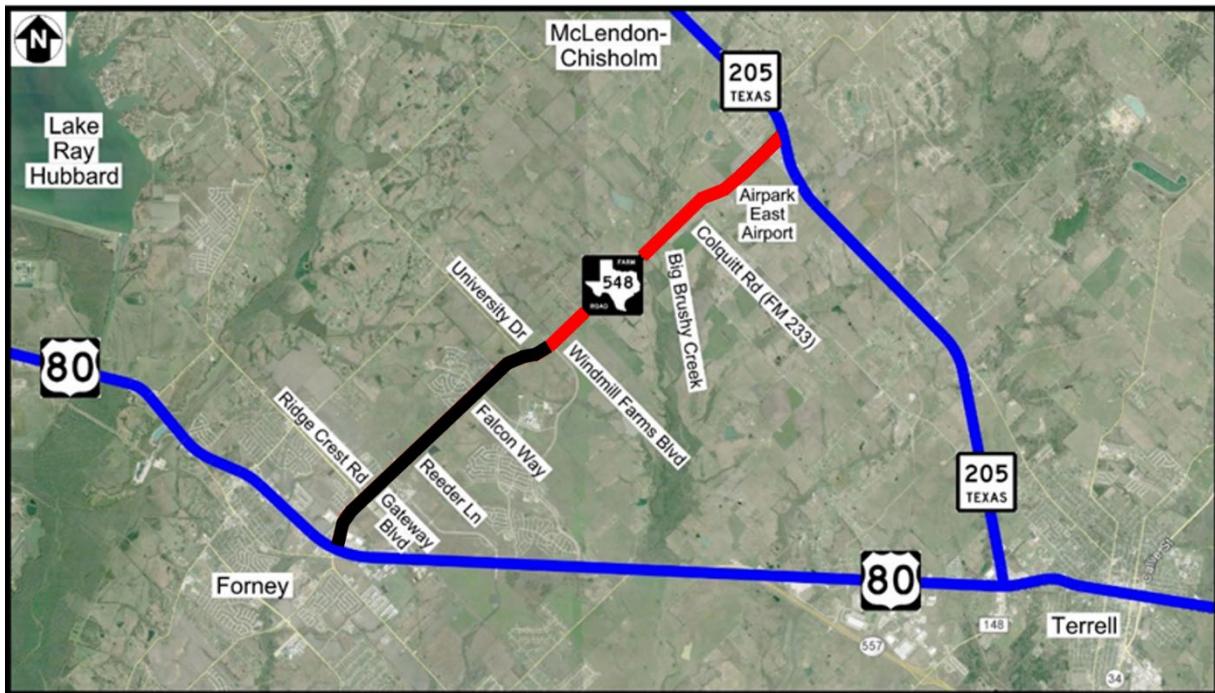
- **PS&E:** Awaiting TxDOT 60% plan review resubmittal comments.
- **ROW:** There are 53 parcels for acquisition. There are 27 parcels in negotiations and 26 parcels in possession.
- **Utilities:** Potentially in conflict are Dallas Water Utilities, NTMWD, City of Forney, High Point WSC, Atmos, AT&T, Suddenlink, Farmers Electric Co-Op, MCI, Oncor, Trinity Valley Electric Co-Op, and Sprint. SUE is available and has been provided to utilities. Area Office is holding informal utility coordination using 60% plans draft and unsigned ROW map. TxDOT Area Office began discussions with utility owners regarding initiating relocation plans with reference to the timeline of the acquisition of right of way.



2013

FM 548 North: Phase II

CSJ:	2588-01-017 (Kaufman County) 2588-02-008 (Rockwall County)	Schematic Re-Approval:	December 28, 2018
Limits:	From Windmill Farms Blvd. to SH 205	Environmental Clearance:	July 3, 2019
Estimated Construction Cost:	\$27,221,220: Kaufman County segment \$6,200,000: Rockwall County segment	ROW Acquisition Complete:	November 2021
Funding:	\$8.4M in CAT 2: Kaufman County segment \$6.2M in CAT 2: Rockwall County segment	Utility Relocations Complete:	January 2023
Project Description:	Widen existing 2-lane, undivided facility to a 4 to 6-lane, divided facility	100% Plans:	August 2022
Commissioner:	Skeet Phillips, Precinct 2	Ready to Let Date:	January 2023
Consultant & Key Contact:	Burns & McDonnell, Tony Schmitt	Let Date:	*
TxDOT Project Manager:	Saba El-Hawi	Construction Start:	*

Current Activity:

- PS&E:** The pre-30% PS&E plan set submittal is expected in February 2021.
- ROW:** There are 36 parcels for acquisition on the -017 CSJ. There are 9 parcels in appraisal, 20 parcels in negotiations, and 7 parcels in possession for the -017 CSJ.
- There are 12 parcels for acquisition on the -008 CSJ. There are 5 parcels in negotiations and 7 parcels in possession.
- Utilities:** Potential utilities in conflict are High Point WSC, AT&T, Suddenlink, Farmers Electric Co-Op, Oncor, and Trinity Valley Electric Co-Op. SUE is available and has been provided to utilities. TxDOT Area Office is conducting informal utility coordination.

2013

US 80/SH 205/FM 148

CSJ:	0095-04-069	Schematic Approval:	January 26, 2018
Limits:	US 80 and SH 205/FM 148 intersection	Environmental Clearance:	August 23, 2018
Estimated Construction Cost:	\$9,504,099	ROW Acquisition Complete:	October 2019
Funding:	\$8.9M CAT 5	Utility Relocations Complete:	January 2022
Project Description:	Intersection improvements to increase the capacity and improve safety at the intersection and the adjacent railroad crossing on FM 148 south of US 80, including full traffic signalization	100% Plans:	May 2021
Commissioner:	Terry Barber, Precinct 3	Ready to Let Date:	January 2022
Consultant & Key Contact:	Othon, Jeff Love	Let Date:	March 2022
TxDOT Project Manager:	Don Vo	Construction Start:	*

Current Activity:

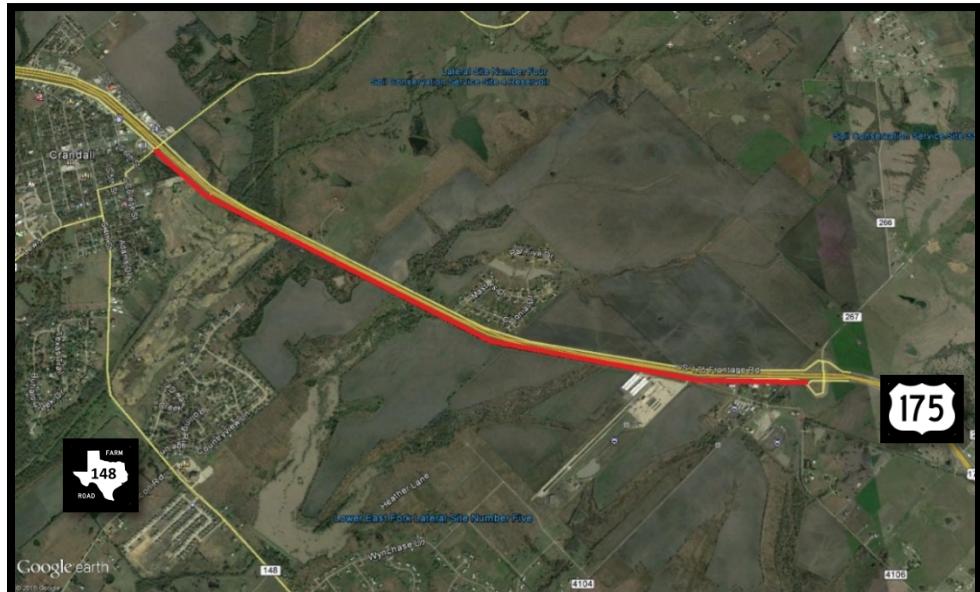
- **Exhibit A:** Exhibit A has been unofficially approved by UPRR. TxDOT waiting for signal design and estimates from UPRR.
- **PS&E:** The US 80/SH 205/FM 148 plans are at the 95% phase. Bachelor Creek bridge replacement plan submittal will be incorporated into the US 80/SH 205/FM 148 plan set in order to complete plan review and proceed to final plans.
- **Othon met with TxDOT and bridge replacement consultant and has begun working to merge the plan sets for a resubmittal of the 95% plan set on or about January 12, 2021.**
- **Utilities:** Utilities that are clear: Atmos, Sprint, Zayo, and CenturyLink.
 - City of Terrell water and sewer lines relocation is critical path. Terrell will likely relocate to private easement with sewer and water. City of Terrell utility clearance may not be complete until December 2021. Consultant is working on relocation plans.
 - Oncor Electric relocations are nearing completion. Oncor is awaiting permit from Union Pacific to complete relocations.
 - Altice USA (formerly Suddenlink) and Uniti Fiber have approved permits. Altice USA and Uniti Fiber to begin upon completion of Oncor relocations.
 - Atmos is clear.
 - AT&T is on site conducting relocations. Anticipated clearance date is 1-31-21.



US 175 South Frontage Road			
2013	0197-03-054	Schematic Approval:	June 30, 2017
Limits:	From FM 148 to CR 4104	Environmental Clearance:	February 22, 2019
Estimated Construction Cost:	\$12,972,961	ROW Acquisition Complete:	February 2020
Funding:	\$12.9M in CAT 2	Utility Relocations Complete:	September 2020
Project Description:	Construct new 2-lane frontage roads; convert existing frontage road from 2-lane, 2-way to 2-lane, 1-way frontage road and ramp modifications	100% Plans:	June 12, 2020
Commissioner:	Ken Cates, Precinct 4	Let Date:	October 2, 2020
Engineer & Key Contact:	Dannenbaum, Danny Everett	Construction Start:	*
TxDOT Project Manager:	Lane Selman	Construction Completion:	*

Current Activity:

- Utilities:** All utilities are clear as of September 18, 2020.
- Construction:** The project let on October 2, 2020. The low bidder was Austin Bridge & Road Services, LP, with a low bid of \$12,972,960.87 at 1.71% below the engineer's estimate. There are 531 working days and 26 months of barricades. Project has been awarded. Pre-construction meeting has been scheduled for January 4, 2021.



2013

FM 148 Bypass

CSJ:	0751-05-001	Schematic Approval:	June 30, 2017
Limits:	From US 175 to south of FM 3039	Environmental Clearance:	April 26, 2019
Estimated Construction Cost:	\$31,108,738	ROW Acquisition Complete:	November 2020
Funding:	TBD	Utility Relocations Complete:	July 2021
Project Description:	Construct new 2-lane undivided facility; add connection to proposed US 175 frontage road project	100% Plans:	May 2021
Commissioner:	Ken Cates, Precinct 4	Ready to Let Date:	July 2021
Consultant & Key Contact:	Halff Associates, David Burkett	Let Date:	*
TxDOT Project Manager:	Bryan Esmaili-Doki	Construction Start:	*

Current Activity:

- PS&E:** Halff submitted 95% plans on October 2, 2020. Awaiting safety lighting design/plan sheets from Halff for complete formal 95% PS&E review submittal to TxDOT Dallas District Plan Review Team. Due to safety lighting design/plan sheets expected in February 2021, TxDOT may move forward with 95% PS&E plan review without safety lighting incorporated.
- Utilities:** At FM 148 Bypass/US 175 intersection, City of Crandall, AT&T, AT&T Legacy, Zayo, and Windstream will complete relocations if necessary during the US 175 South Frontage project.
- Utilities that are clear: AT&T Legacy/Windstream, Oncor.
 - AT&T: Consultant has completed relocation plans; however, AT&T needs confirmation of TVEC's pole relocation plans; anticipate submittal of plans by end of January 2021.
 - Atmos: Working with TxDOT on reimbursement agreement. Anticipate submittal of plans by end of December 2020.
 - City of Crandall: Anticipate submittal of reimbursement agreement by end of December 2020. TxDOT consultant posed no objections to relocation plans on 12-14-20.
 - Gastonia Scurry SUD: Anticipate submittal of reimbursement agreement by end of December 2020. Anticipate submittal of revised relocation plans by end of December 2020 in response to TxDOT's consultant comments on 12-11-20.
 - TVEC: Working with TxDOT on reimbursement agreement. Anticipate submittal of plans by end of December 2020.
 - Zayo: Has approved construction permit. Start of relocations pending. Anticipate completion of relocations by 4-12-21.



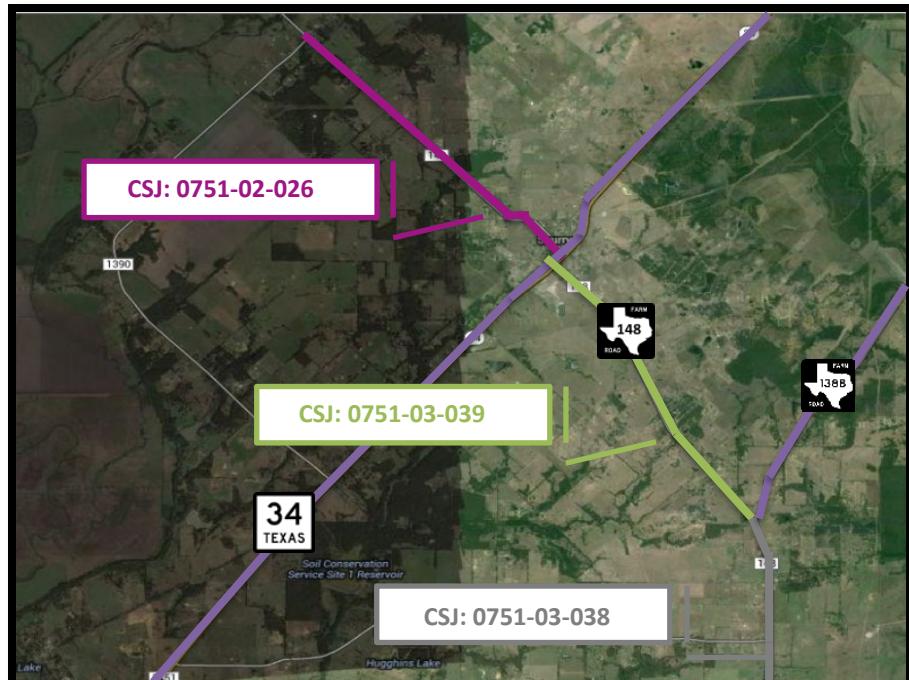
2013

FM 148 (from FM 1390 to FM 1388)

CSJ:	0751-02-026; 0751-03-039	Schematic Approval:	NA
Limits:	From FM 1390 to SH 34 From SH 34 to FM 1388	Environmental Clearance:	April 24, 2017
Construction Cost:	\$7,818,547	ROW Acquisition Complete:	NA
Funding:	-026: CAT 1 -024: CAT 8 -039: State funded	Utility Relocations Complete:	January 2019
Project Description:	Widen and repair existing facility with 2-foot shoulders to 22-foot facility with 3-foot shoulders	100% Plans:	May 18, 2018
Commissioner:	Ken Cates, Precinct 4	Let Date:	July 11, 2018
Consultant & Key Contact:	Brown & Gay, Anthony Luce	Construction Start:	November 5, 2018
TxDOT Project Manager:	Chris Bruner	Construction Completion:	January 2021

Current Activity:

- Planning:** CSJs 0751-02-026 and 0751-03-039 were developed to 60% completion with 0751-03-038. The 0751-02-024 project is a safety project from US 175 to SH 34 to texturize shoulders and the centerline.
- Construction:** Project was awarded to A.L. Helmcamp, Inc. There are 461 working days and 22 months of barricades.
- See attached TxDOT construction report.



TxDOT Monthly Project Report for Kaufman County

Date of report: December 16, 2020

Report prepared by: Cody Jolley

Control: 0751-02-026 Limits SH 34 to FM 1388

Control: 0751-03-039 Limits FM 1390 to SH 34

Control: 0751-02-024 Limits FM US 175 to SH 34

Project: STP 1802 (747)

Highway: FM 148

Contractor: A.L. Helmcamp

TxDOT Project Engineer: Lane Selman

Phone: (972) 96203617

TxDOT Project Manager: Charlie Neal

Phone: (972) 962-7207

Contractor's Superintendent: Mike Farmer

Date Work Began: November 5, 2018

Anticipated Completion Date: January 29, 2021

Current activities: Final punch list. Project clean-up.

Narrative description of last month's activities: Backfilling shoulder edge from FM 1388 to SH 34. Project clean-up.

Narrative description of activities planned for next month: Final punch list. Project clean-up.

Traffic issues: None

Plans for changes in traffic patterns: None

Item(s) of work currently controlling project completion: NA

Other items of significance: None

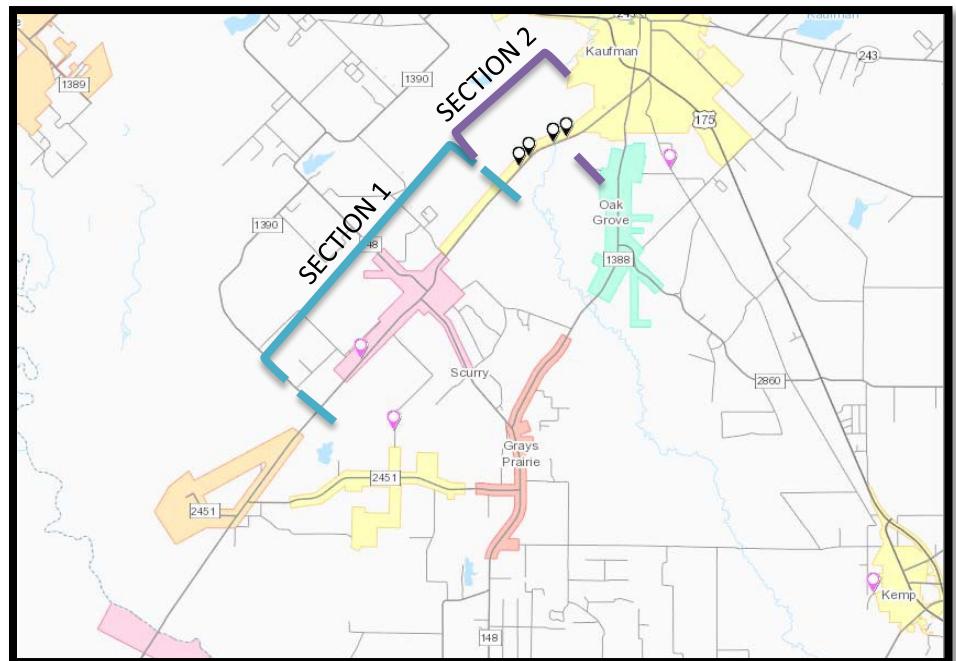
2013

SH 34: Sections 1 & 2

CSJ:	0173-02-071	Schematic Approval:	NA
Limits:	From FM 1390 to FM 1388	Environmental Clearance:	November 27, 2017
Construction Cost:	\$36,563,467	ROW Acquisition Complete:	NA
Funding:	\$14.5M in CAT 1; \$500K in CAT 3; \$10.7M in CAT 6; \$10M in CAT 7	Utility Relocations Complete:	Section 1: July 2019/ Section 2: December 2018
Project Description:	Widen and improve existing 2-lane undivided facility by adding 10-foot shoulders and replacing bridges and approaches at Cottonwood Creek, Kings Creek Relief #1, Kings Creek Relief #2, Kings Creek Relief #3, and Kings Creek	100% Plans to Austin:	March 1, 2019
Commissioner:	Ken Cates, Precinct 4	Let Date:	April 2, 2019
Consultant & Key Contact:	LTRA, Tyler Martin	Construction Start:	July 8, 2019
TxDOT Project Manager:	Lane Selman	Construction Completion:	June 2022

Current Activity:

- **Construction:** The contract was awarded to Sterling Delaware Holding Company, with a low bid of \$36,563,466, at 1.73% under the engineer's estimate. There are 804 working days and 38 months of barricades.
- See TxDOT construction report.



TxDOT Monthly Project Report for Kaufman County

Date of report: December 16, 2020

Report prepared by: Cody Jolley

Control: 0173-02-071 Limits FM 1390 to FM 1388

Project: STP (2019)711

Highway: SH 34

Contractor: **Sterling Delaware Holding Company, Inc.**

TxDOT Project Manager: Charlie Neal

Phone: (972) 962-7207

TxDOT Project Engineer: Cody Jolley

Phone: (972) 962-7207

Contractor's Superintendent: Bobby McBride

Phone: (817) 597-8852

Date Work Began: July 8, 2019

Anticipated Completion Date: June 20, 2022

Current activities: Remixing lime treated subgrade on FM 148 from Scurry north to Kaufman.

Narrative description of last month's activities: Prime coat from FM 1390 to Cottonwood Creek. Subgrade treatment from FM 1390 to north of Scurry. Flex base from FM 1390 to Cottonwood Creek. Embankment at Kings Creek Relief 2.

Narrative description of activities planned for next month: Subgrade treatment north of Scurry to Kings Creek Relief 1. Flexbase from Cottonwood Creek to north of Scurry. Embankment from Kings Creek Relief 2 to Kings creek. Bridge railing at Cottonwood Creek. Seal coat/6-inch overlay from FM 1390 to Cottonwood Creek.

Traffic issues: None

Plans for changes in traffic patterns: None

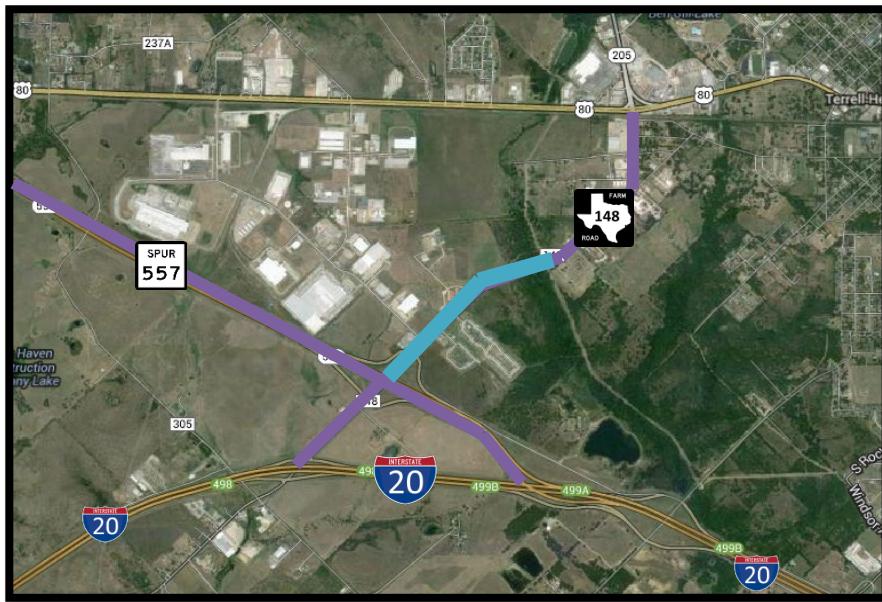
Item(s) of work currently controlling project completion: None

Other items of significance: None

2013

FM 148 North: Terrell

CSJ:	0751-01-046	Schematic Approval:	December 29, 2016
Limits:	From south side of Spur 557 to north side of Bachelor Creek	Environmental Clearance:	May 30, 2017
Construction Cost:	\$11,268,789	ROW Acquisition Completed:	June 2018
Funding:	TxDOT Pass-through	Utility Relocations Complete:	December 2020
Project Description:	Expand existing 2-lane, undivided facility to 4-lane undivided with shoulders and bridge over Spur 557	100% Plans:	April 26, 2018
Commissioner:	Terry Barber, Precinct 3	Let Date:	June 28, 2018
Consultant & Key Contact:	Raba-Kistner Infrastructure, Bruce Nipp and Ash Brown	Construction Start:	October 1, 2018
TxDOT Project Manager:	Lane Selman	Construction Completion:	January 2021

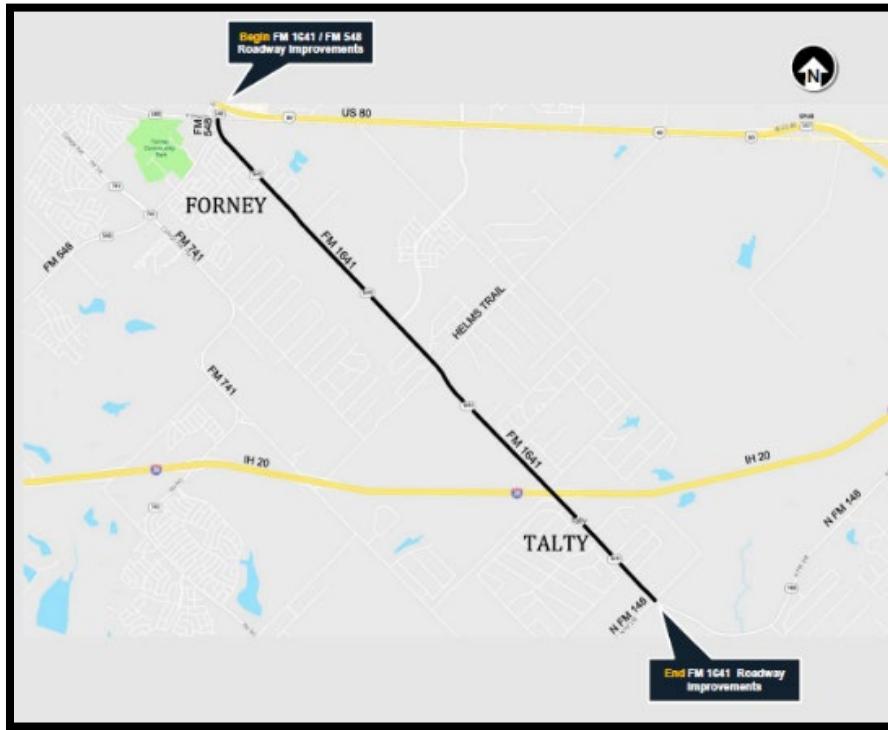
**Current Activity:**

- **Utilities:** Utilities that are clear: Atmos, COT water line, and AT&T.
 - Oncor: Oncor relocations have been completed. Suddenlink line attached to old Oncor pole requires relocation to new pole.
- **Construction:** City of Terrell awarded project to Ed Bell Construction. Contractor worked on sod, Bachelor Creek headwall, sidewalk, and punch list. Project is substantially complete as of December 14, 2020 Remaining work is punch list and project clean-up.

2013

FM 1641

CSJ:	1217-01-019; 2588-01-020	Schematic Approval:	March 20, 2020
Limits:	From FM 548 to FM 148	Environmental Clearance:	August 21, 2020
Estimated Const. Cost:	\$51,191,921	ROW Acquisition Complete:	June 2022
Funding:	*	Utility Relocations Complete:	October 2022
Project Description:	Widen to a 4-lane divided (6-lane ultimate) urban facility	100% Plans:	January 2022
Commissioner:	Skeet Phillips, Precinct 2	Ready to Let Date:	September 2023
Consultant & Key Contact:	LTRA, Barry Heard	Let Date:	*
TxDOT Project Manager:	Ron Wang	Construction Start:	*

**Current Activity:**

- Utilities:** SUE has been assigned to LTRA.
- Environmental:** Environmental clearance received on August 21, 2020.
- ROW:** There are approximately 75 parcels to acquire.
- PS&E:** County is negotiating with LTRA for PS&E phase of project.

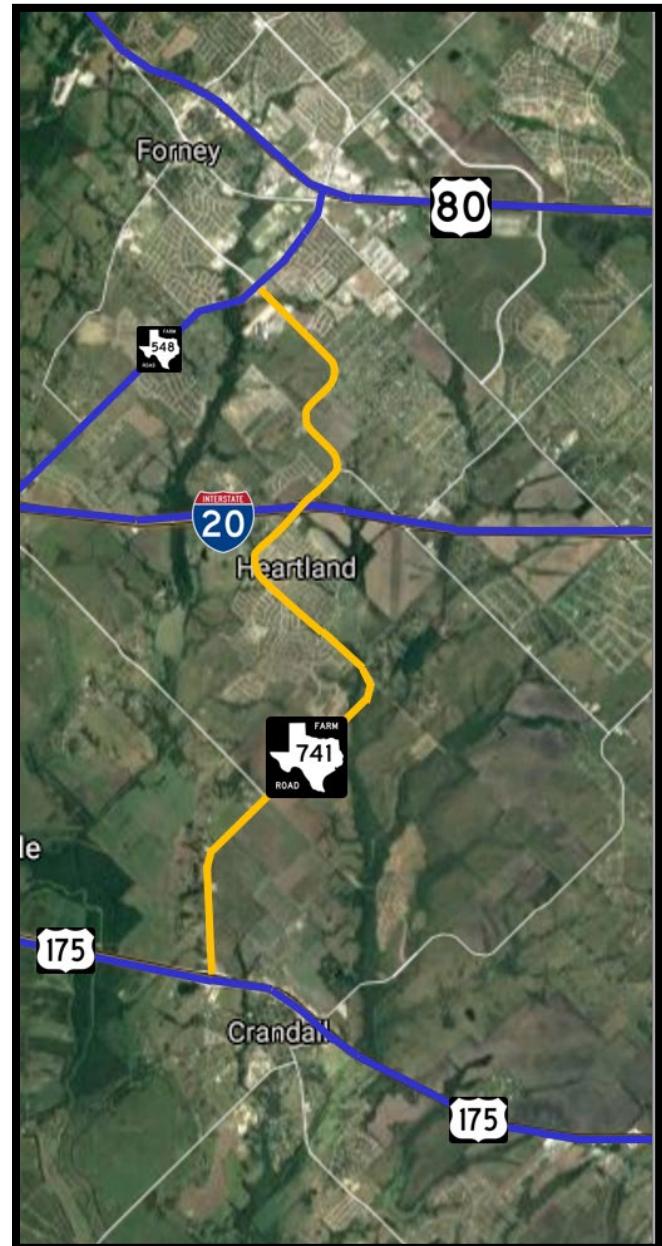
2019

FM 741

CSJ:	1092-01-021	Schematic Approval:	July 2021
Limits:	From US 175 to FM 548	Environmental Clearance:	January 2022
Project Description:	Widen and reconstruct from a 2-lane urban divided to a 4/6-lane urban divided	ROW Acquisition Complete:	October 2023
Estimated Constr. Cost:	\$85 million	Utility Relocations Complete:	March 2025
Funding:	*	100% Plans:	October 2023
Commissioner:	Skeet Phillips, Precinct 2 and Ken Cates, Precinct 4	Ready to Let Date:	March 2025
Consultant & Key Contact:	LAN, Abe Bekele	Let Date:	June 2025
TxDOT Project Manager:	Edra Brashear	Construction Completion:	2027

Current Activity:

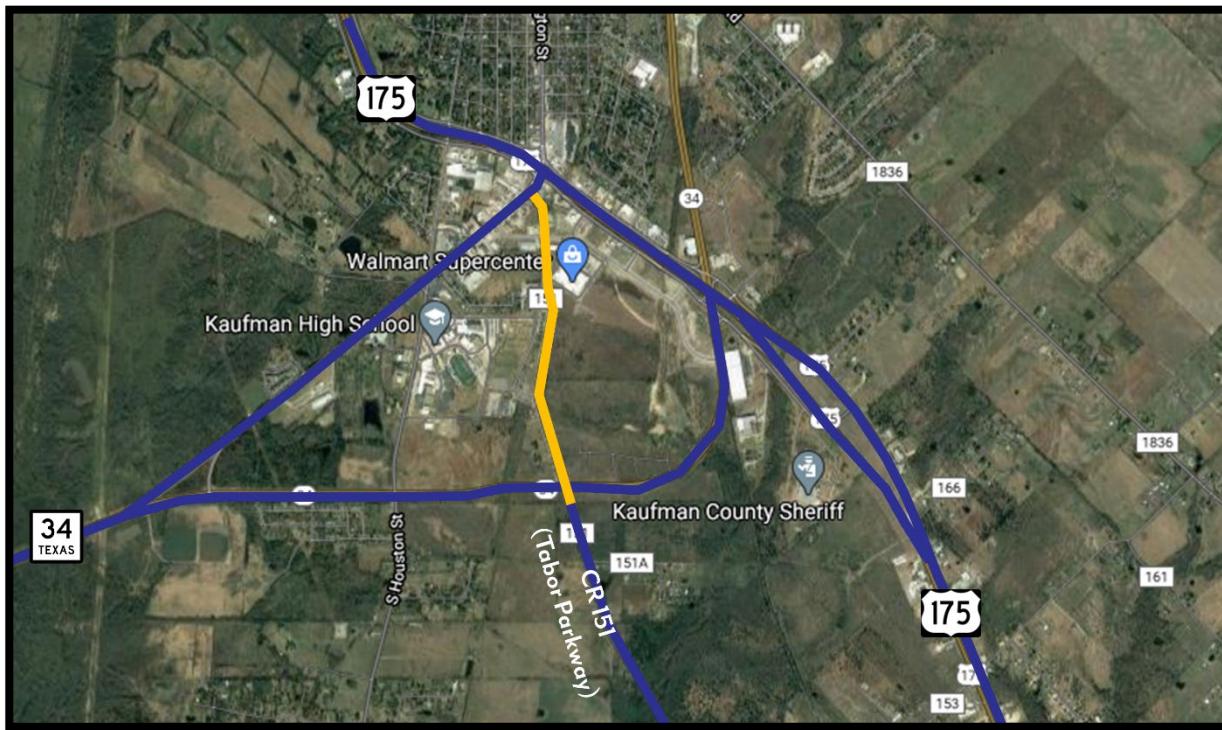
- Schematic:** Consultant is working toward the completion of the 60% schematic, expected before the end of December 2020.
- Drainage report was submitted on October 7, 2020, and is currently under TxDOT review.
- Survey:** SUE final deliverables is March 12, 2021.
- Traffic:** Currently awaiting comments on Traffic Methodology Report.
- Public Involvement:** Public meeting was held on November 17, 2020. Meeting materials were posted on www.keepitmovingdallas.com/ FM741 through the comment period close on December 2, 2020.
- MAPO meetings held with Tim Jordan's Truck Parts and various residents to address questions.



2019

CR 151 (Tabor Parkway)

CSJ:	NA	Schematic Approval:	*
Limits:	from Kings Fort Parkway to east of SH 34 Bypass	ROW Acquisition Complete:	November 2016
Project Description:	widen from 2-lane to 4-lane roadway and include pedestrian improvements and safety lighting	Utility Relocations Complete:	*
Estimated Construction Cost:	\$3.7 million	100% Plans:	December 2020
Funding:	2019 Kaufman County Bond Funds	Let Date:	December 22, 2020
Commissioner:	Mike Hunt, Precinct 1	Construction Start:	January 2021
Firm & Key Contact:	TNP, Philip Varughese, Mike Slye	Construction Completion:	October 2021

**Current Activity:**

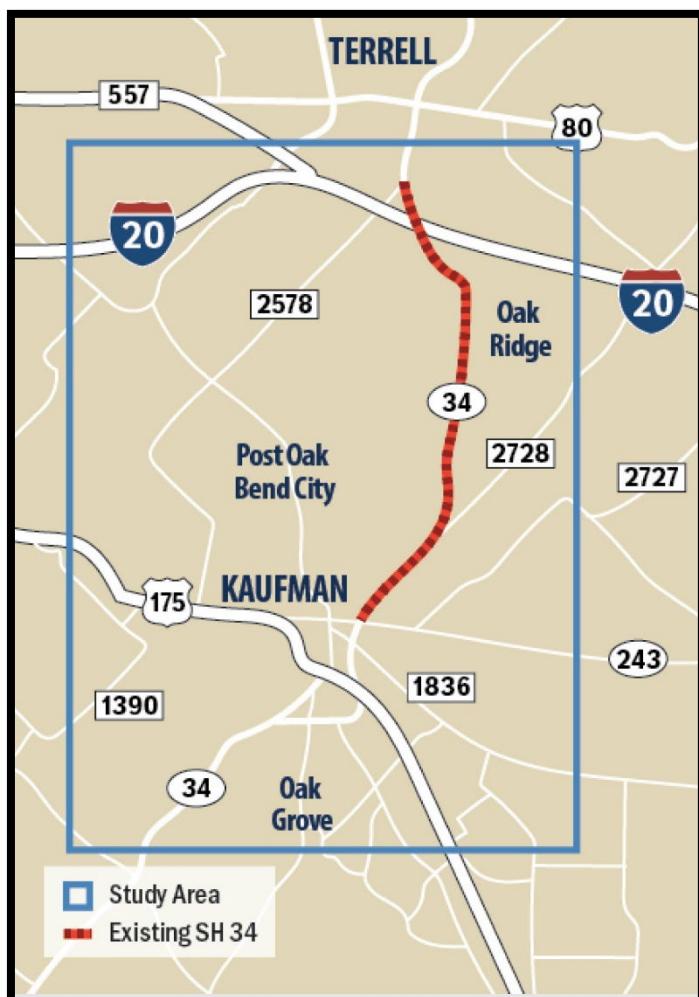
- Design:** TNP has completed construction documents.
- Construction:** Project is out to bid. Bid opening scheduled for December 22, 2020. Project expected to be awarded in council meeting on January 7, 2021.

SH 34 Advanced Planning

CSJ:	0173-04-056	Schematic Approval:	*
Limits:	Countywide from Terrell to Kaufman	Environmental Clearance:	*
Estimated Cost:	\$80M-\$130M, depending on option	ROW Acquisition Complete:	*
Funding:	*	Utility Relocations Complete:	*
Project Description:	Provide planning to study the proposed alignment, section, and design feasibility of the SH 34 project through Kaufman County from Terrell to Kaufman	100% Plans:	*
Commissioner:	Mike Hunt, Precinct 1	Ready to Let Date:	*
Firm:	RPS	Construction Start:	*
TxDOT Project Manager:	Stephen Endres	Construction Completion:	*

Current Activity:

- **Planning:** Alternatives Analysis ongoing.
- A virtual public meeting was held on September 24, 2020. Meeting materials were posted to www.keepitmovingdallas.com/SH34 and remained online through the comment period close on October 9, 2020. TxDOT has received 20 comments, one of which was a petition signed by 103 people opposing the recommended alignment.
- Ongoing coordination with Oak Ridge to address comments on recommended alignment.
- Anticipate completion of feasibility study in February 2021.

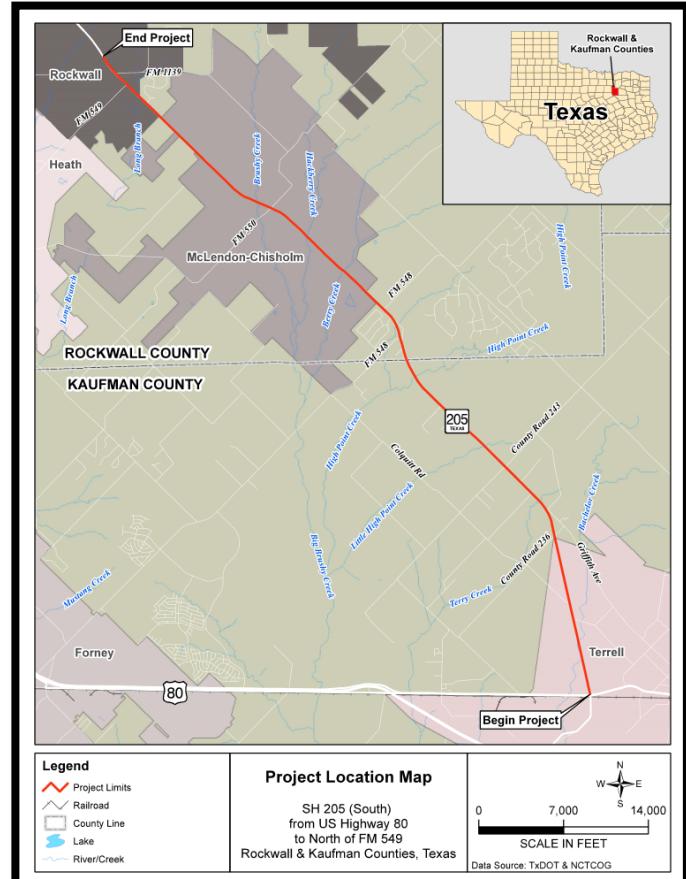


SH 205 South

CSJ:	0451-02-028 (Kaufman County) 0451-01-053 (Rockwall County)	Schematic Approval:	July 3, 2018 (-028) May 1, 2019 (-053)
Limits:	From US 80 to north of FM 549	Environmental Approval:	April 12, 2019
Project Description:	Widen from 2-lane rural to 4-lane urban divided with allowance for ultimate 6 lanes	ROW Acquisition Complete:	June 2021
Estimated construction cost:	\$152 million	Utility Relocations Complete:	May 2022
Funding:	\$1M in CAT 7	100% Plans:	May 2022 (-053) August 2022 (-028)
Firm:	TxDOT	Ready to Let Date:	May 2022 (-053) August 2022 (-028)
TxDOT Contact:	Suja Mathew	Let Date:	September 2025

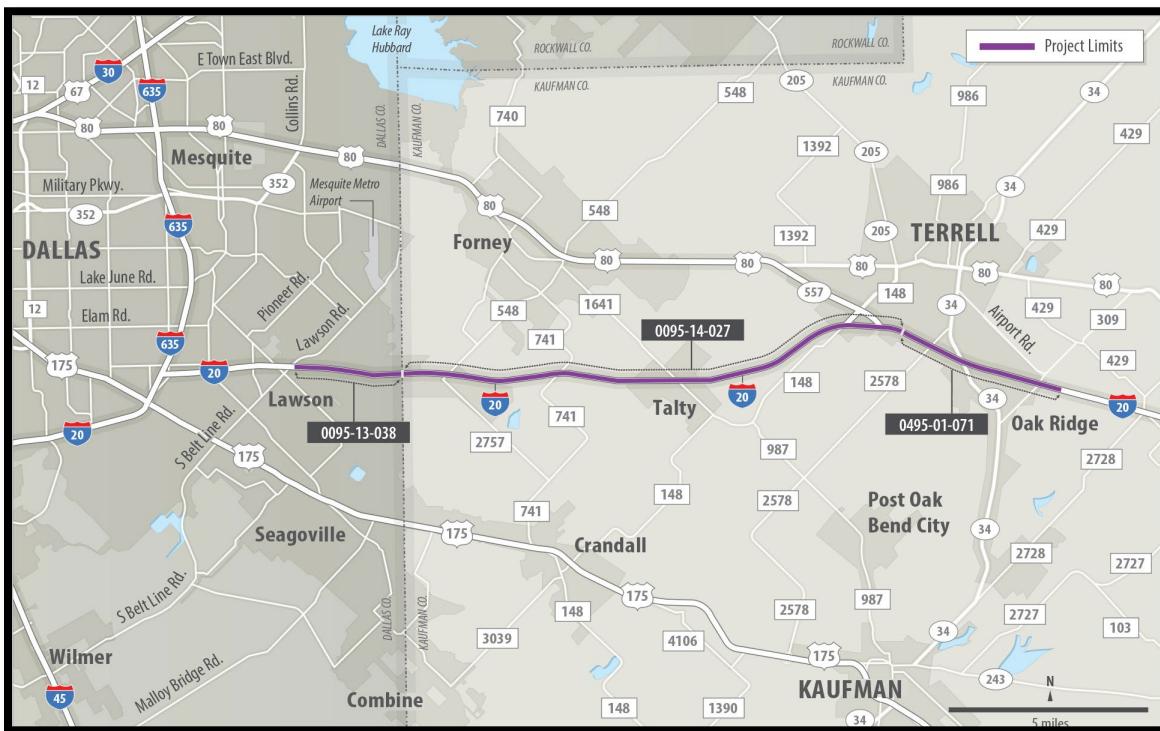
Current Activity:

- Schematic:** TxDOT consultant revised schematic to reflect two-way turn lane instead of raised median, revised typical section to show wide sidewalks and shared-use paths, and removed 14-foot outside lanes.
- Environmental:** TxDOT is processing an environmental reevaluation for section between Terrell and McLendon-Chisholm to convert the raised median to a two-way left turn and to revise to include shared-use paths and remove 14-foot outside lanes. Due to delay in STIP approval, expected to be submitted in the February 2021 cycle, actual re-evaluation clearance will be provided in first quarter 2021. TxDOT issued a Notice and Opportunity to Comment for the SH 205 re-evaluation. There were 5 comments received.
- PS&E:** Work on PS&E for CSJ -028 (Kaufman County segment) is expected to begin before the end of January 2021.
- The 30% plans for CSJ -053 (Rockwall County segment) are under review, and the 60% plans are in progress.
- ROW:** There are 101 parcels for acquisition in the Kaufman County segment. There are 36 parcels in negotiations, 20 parcels in ED, and 45 parcels in possession.
- There are 97 parcels for acquisition in Rockwall County segment. There are 54 parcels in negotiations, 10 parcels in ED, and 33 parcels in possession.
- Utilities:** In the corridor and potentially in conflict are Enterprise Crude Pipeline LLC, Atmos, Suddenlink, Farmers Electric Co-Op, Kinder Morgan, Oneok NGL Pipelines, MCI, Oncor, Uniti Fiber LLC, AT&T, Sprint Nextel, Dallas Water Utilities, NTMWD, City of Terrell, High Point WSC, and RCH WSC. Notice of Proposed Construction, schematic, and SUE sent to utility owners on December 7, 2020.



I-20 Frontage Roads

CSJ:	0095-14-027; 0095-13-038; 0495-01-071	Schematic Approval:	January 31, 2019
Limits:	From Lawson Road to CR 138/Wilson Road	Environmental Approval:	April 10, 2020
Project Description:	Add continuous frontage roads	ROW Acquisition Complete:	March 2022
Estimated construction cost:	\$570.7M	Utility Relocations Complete:	June 2023
Funding:	*	100% Plans:	March 2023
Firm & Key Contact:	HDR, Jason Richter	Ready to Let Date:	June 2023
TxDOT Project Manager:	Stephen Endres	Let Date:	*

Current Activity:

- Design:** Schematic approved on January 31, 2019.
- Let Date:** Currently awaiting update to MTP 2045 and funding in order to move let date up.
- Utilities:** TxDOT Area Office to provide schematic and SUE.
- Other:** The county to coordinate with TxDOT on priority segments to fund and break out.

US 80 Widening			
CSJ:	0095-03-080; -085	Schematic Approval:	August 24, 2018
Limits:	From Lawson Road to FM 460	Environmental Approval:	April 13, 2020
Project Description:	Reconstruct and widen from 4 to 6 main lanes and reconstruct 2/4-lane discontinuous to 4/6-lane continuous frontage roads	ROW Acquisition Complete:	June 2021
Estimated Construction Cost:	\$149,351,360	Utility Relocations Complete:	June 2022
Funding:	\$1M CAT 1; \$139.4M CAT 4; \$1.8M CAT 6; \$7M CAT 11	100% Plans:	February 2022
Firm & Key Contact:	Halff Associates, Jeremy McGahan	Ready to Let Date:	June 2022
TxDOT Project Manager:	Emmanuel Navarro	Let Date:	August 2022

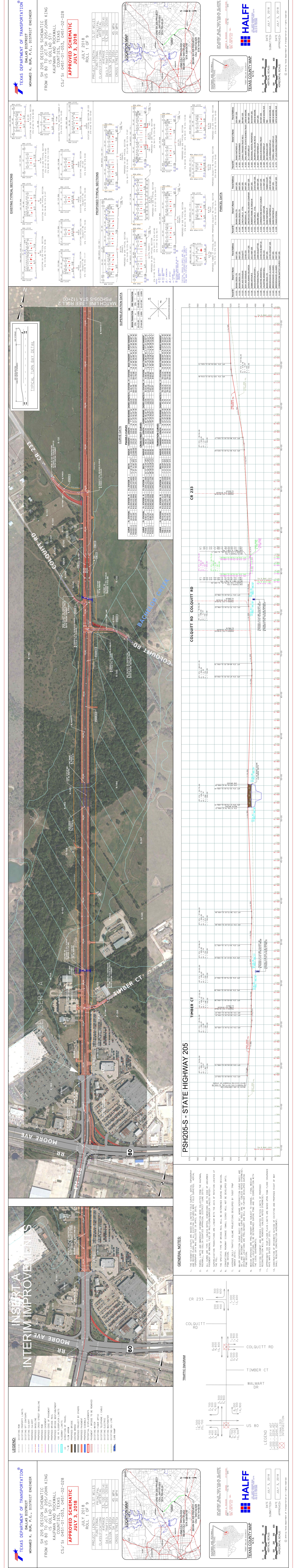


Current Activity:

- **PS&E:** The 30% plan review is complete, and comments are currently being addressed. **The 60% plan submittal is expected in March 2021.**
- **ROW:** There are 10 parcels for acquisition. There are 9 parcels in negotiations and 1 parcel in appraisal.

Glossary of Acronyms

- AADT – Annual Average Daily Traffic
- AFA – Advanced Funding Agreement
- ARPA – Archeological Resources Protection Act
- CE – Categorical Exclusion (environmental clearance process for projects that do not involve significant environmental impacts)
- CSJ – (TxDOT's) Control Section Job Number
- EA – Environmental Assessment
- ED – Eminent Domain
- FONSI – Finding of No Significant Impact
- IAJR – Interstate Access Justification Request
- ICA – Interlocal Cooperative Agreement
- MAPO – Meeting with Affected Property Owners
- MPO – Metropolitan Planning Organization
- MTP – Metropolitan Transportation Plan
- NCTCOG – North Central Texas Council of Governments
- NEPA – National Environmental Policy Act
- NOPC – Notice of Proposed Construction
- NORA – Notice of Required Accommodation
- NTTA – North Texas Toll Authority
- PS&E – Plans Specifications and Estimate
- ROW – Right-of-Way
- RTC – Regional Transportation Council
- RTL – Read to Let (date project is clear for construction but lacks funding for actual let)
- STBG – Surface Transportation Block Grant
- STIP – Statewide Transportation Improvement Program
- SUE – Subsurface Utility Engineering
- SW3P – Storm Water Pollution Prevention Plan
- TIA – Time Impact Analysis
- TPP – Transportation Planning and Programming
- TPWD – Texas Parks & Wildlife Department
- TTC – Texas Transportation Commission
- TxDOT – Texas Department of Transportation
- UIR – Utility Installation Request
- UTP – Unified Transportation Program
- VE – Value Engineering



THE STATE OF TEXAS §
COUNTY OF KAUFMAN §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN KAUFMAN COUNTY,
TEXAS, AND THE CITY OF TERRELL, TEXAS**

THIS INTERLOCAL COOPERATION AGREEMENT hereinafter referred to as the “Agreement” is made and entered into by and between KAUFMAN COUNTY, TEXAS, a duly organized political subdivision of the State of Texas, hereinafter “the County,” and the CITY OF TERRELL, TEXAS, a duly incorporated municipality, hereinafter “the City,” whereby the County and the City are both collectively referred to herein as “the Parties.”

WHEREAS, the County and the City mutually desire to enter into this Agreement for the purpose of providing for the planning, engineering, construction, and enhancement of certain transportation facilities identified in Exhibit “C” TERRELL PROJECTS, located within the municipal limits of the City of Terrell and Kaufman County Commissioner Precinct #3; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act and the County and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the City value the timely completion of the Projects which involves roads which are an integral part of the Parties’ road system, and the Parties are undertaking the Projects to facilitate safe travel on an improved roadway; and

NOW THEREFORE, this Agreement is hereby made and entered into by the County and the City upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the City hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function

or service that each party is authorized to perform individually.

II.

The County and the City hereby agree that the scopes of each of the projects in the TERRELL PROJECTS are described in Exhibit "C" TERRELL PROJECTS and that the total cost of the TERRELL PROJECTS is estimated at FORTY-TWO MILLION, EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$42,800,000.00).

III.

The County hereby agrees to contribute from the Kaufman County Transportation Bond Program – 2019, an amount which shall not exceed SIX MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$6,450,000.00) from its 2020 issuance toward satisfactory completion of the project and an additional TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) in a future issuance upon approval by the commissioners court for a total County contribution of EIGHT MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$8,450,000.00).

IV.

The City hereby agrees to provide all necessary design, installation, inspections, right-of-way acquisition, utility relocations, and construction required for satisfactory completion of the Project.

V.

The City agrees to secure a contract for the construction of the Projects and to oversee any and all necessary engineering which may be required for satisfactory completion of the Projects. In addition, the City will ensure all inspections are conducted and approve all payments, including requested funding from the County, as invoices are received. The following are eligible expenses for County Transportation Bond Program Funds: program management, planning, engineering, traffic studies, sidewalks for on-system projects if required by state or federal requirements, safety treatments, utility relocations for on-system projects consistent with TxDOT reimbursement procedures, drainage for on-system projects that are required for construction of the project, safety lighting for on-system projects at intersections (specifically excludes continuous lighting), traffic lights, rights of way, construction, construction management, construction materials testing, and upon concurrence by the County, other expenditures as may be required to delivered an individual

roadway project. The city may seek flexibility from the County to allocate County funds between facilities within the TERRELL PROJECTS provided such flexibility is conveyed to the County Commissioner in which the project is located and the County Commissioner concurs with such allocation changes.

VI.

This exchange of funds and in-kind services between the County and the City is deemed adequate consideration for the obligations exchanged by the Parties herein.

VII.

As the City proceeds with the completion of the Projects, the City shall submit invoices for reimbursement to the Kaufman County Auditor, C/O Mr. John Polster, Innovative Transportation Solution, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234, on a monthly basis, and the County shall reimburse the City on a pro rata basis, for all approved expenses related to the Projects within thirty calendar days of receipt of an invoice from the City, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Projects, the City shall prepare and complete a full audit of the Projects.

VIII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the City's representative below, the governing body of the City by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance, or repair of a street or alley in the County that is located in the City.

IX.

This agreement may be terminated in whole, or in part, by the County or the City upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

X.

This agreement represents the entire integrated agreement between the County and the City and supersedes all prior negotiations, representations or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices

shall be directed as follows:

For City: Honorable E. Rick Carmona
City of Terrell, Texas
210 East Nash Street
Terrell, Texas 75160

Copy To: Mr. Mike Sims, City Manager
City of Terrell, Texas
210 East Nash Street
Terrell, Texas 75160

For County: Honorable Hal Richards
Kaufman County Judge
100 W. Mulberry
Kaufman, Texas 75142

Copy To: Kaufman County District Attorney's Office – Civil Division
100 W. Mulberry
Kaufman, Texas 75142

XI.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Kaufman County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in Kaufman County, Texas.

XII.

The County agrees and understands that the County, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the City.

XIII.

The City agrees and understands that the City, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the County.

XIV.

The City agrees to accept full responsibility for the acts, negligence, or omissions of all

City employees, agents, subcontractors, or contract laborers, and for all other persons doing work under a contract or agreement with the City.

XV.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XVI.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XVII.

The undersigned officers or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVIII.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2021.

KAUFMAN COUNTY, TEXAS
Kaufman County Courthouse
100 West Mulberry
Kaufman, Texas 75142

By: _____
Honorable Hal Richards
Kaufman County Judge

CITY OF TERRELL, TEXAS
210 East Nash Street
Terrell, Texas 75160

By: _____
Honorable E. Rick Carmona
City of Terrell Mayor

ITEM 6.2.

ATTEST:

By: _____
Kaufman County Clerk

APPROVED AS TO FORM:

By: _____
Assistant District Attorney

ATTEST:

By: _____
City Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A
COUNTY AUTHORIZATION

EXHIBIT B
CITY AUTHORIZATION

EXHIBIT C
TERRELL PROJECTS

COUNTY PROJECT #	PROJECT NAME	LIMITS	DESCRIPTION	TOTAL PROJECT COST	LOCAL/ OTHER FUNDS	COUNTY FUNDS - 2020 ISSUANCE	FUTURE ISSUANCE AMOUNT
47	Complete Streets: US 80 and Spur 226	US 80 from Bowswer to Spur 87 (Delis Street) and Spur 226 from High Street to Rochester	Complete streets design and construction	\$17,250,000	\$16,500,000	\$750,000	\$0
48	Las Lomas Parkway	from Apache Trail to US 80 and Las Lomas Parkway over US 80 and UPRR	Quiet zone project providing grade separation over UPRR and widen Las Lomas to a 4- lane highway	\$15,550,000	\$9,850,000	\$3,700,000	\$2,000,000
49	UPRR Quiet Zones	Citywide	Study/design and construction	\$10,000,000	\$8,000,000	\$2,000,000	\$0
TOTAL				\$42,800,000	\$34,350,000	\$6,450,000	\$2,000,000

The Muckleroy Building

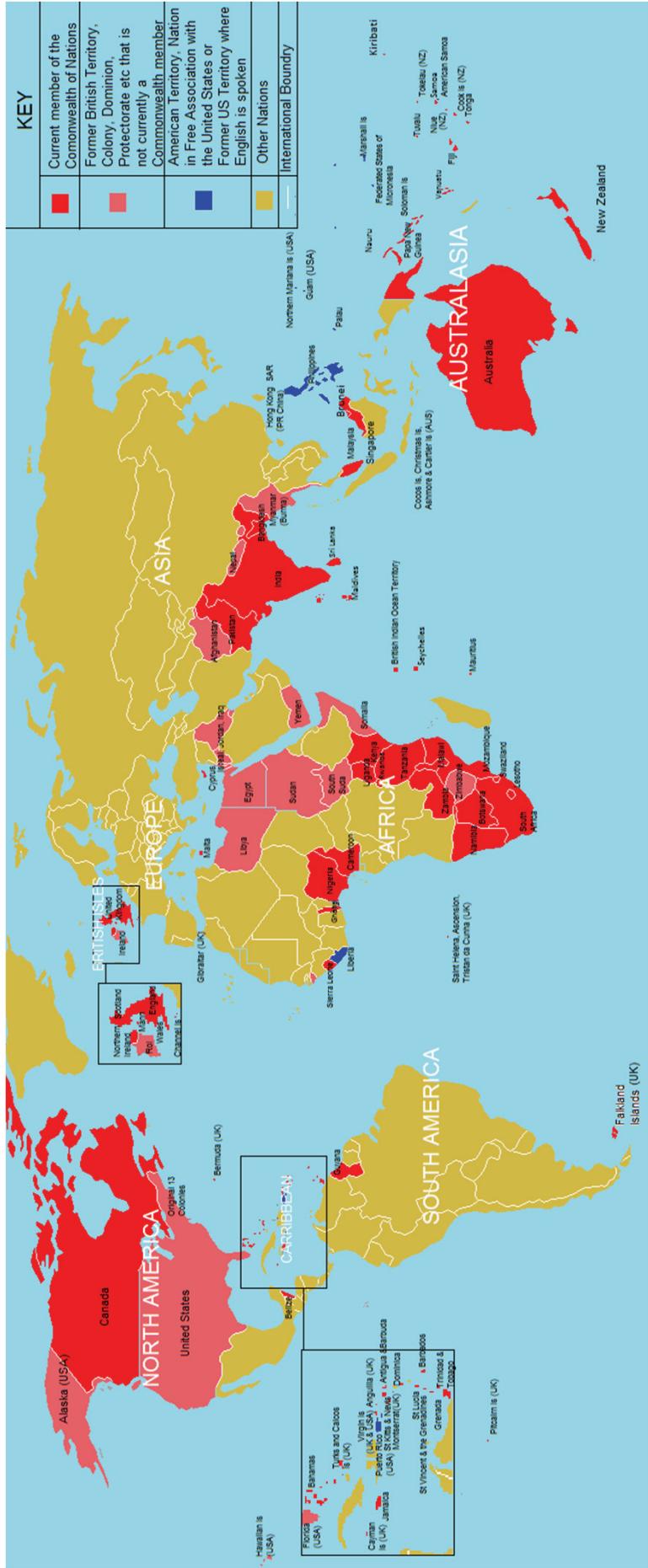
Event Center

Exhibition Hall

Museum

Market and Gift Shop

Why the Anglosphere?

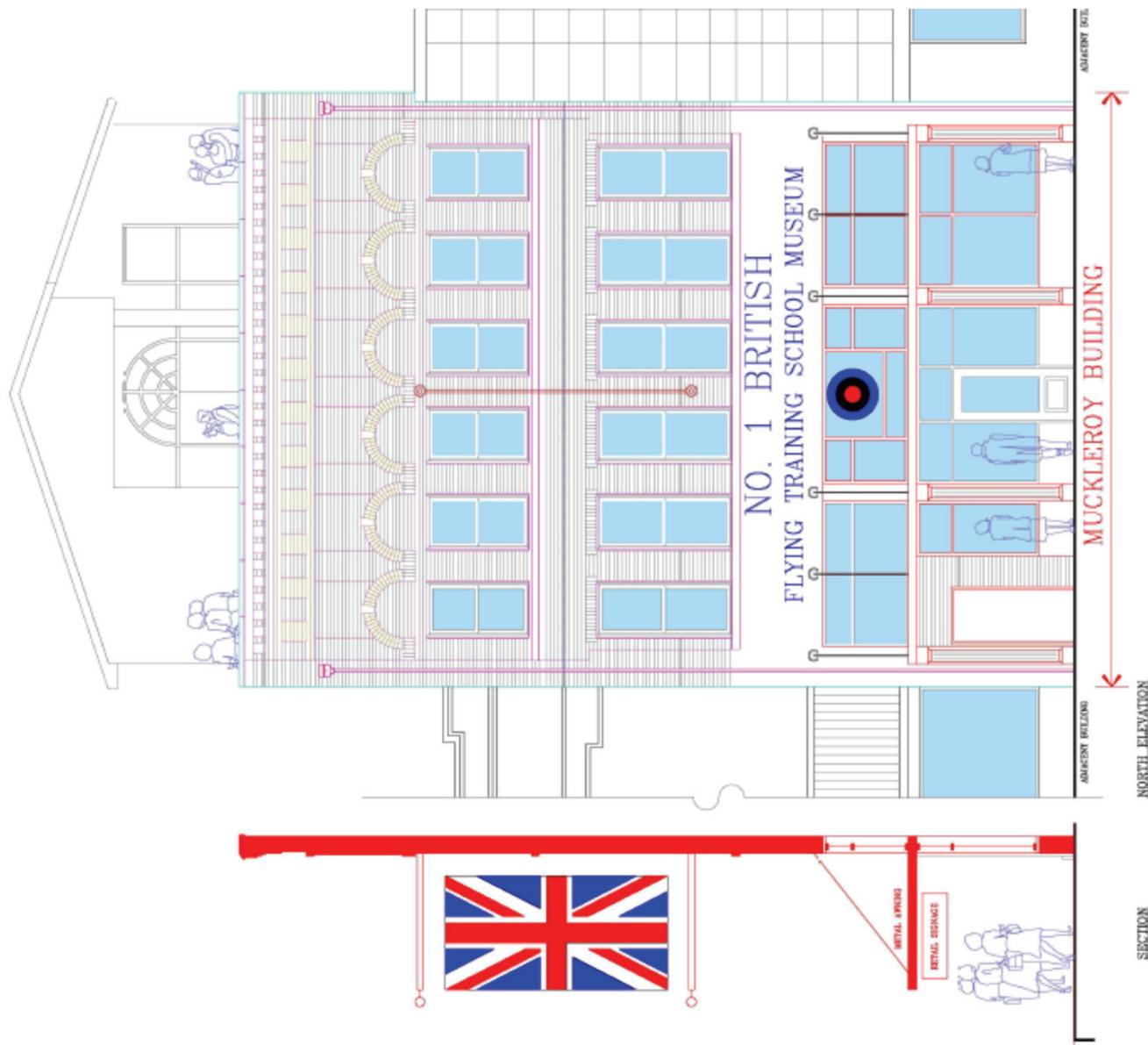


Increasing Interest by Increasing Scope
Greater Geography Equals More Stories to Tell and Broadens the Target Audience of Visitors
Diversity of Countries Creates a Diversity of Exhibition Opportunities
Terrell is the Natural Home due to the BFTS and no one else is already doing it

The Basics

- Building purchased for \$135,000
- Under \$25,000 spent to date on safety, clean up and preliminary planning
- Renovation can accomplish three floors of 2400 to 2800 square feet of usable space per floor plus a 100 person event venue on a new fourth floor
- Total reconstruction cost estimated at \$4.5 million
- AIA Contract total \$340,000
- Engineering, testing, et cetera estimated at \$60,000
- Additional costs will include acquisition/lease of shared downtown parking







First Floor

- Market and Gift Shop
- Generally patterned after the British Emporium in Downtown Grapevine
- An assortment of teas and other unique consumables
- Gifts, housewares, collectables and more
- Proceeds supporting building operations
- Proceeds reimbursing TIRZ#1

Second Floor

- Partial permanent collection partial rotating exhibit
- Permanent element tells the broad story of British American cooperation and impact on the world through history
- Rotating element focuses on a unique story or theme
- Proceeds supporting building operations

Third Floor

- Rotating exhibit / Guest collections
- Unique story or theme to bring repeat guests/repeat customers on a regular basis
- Storylines can tie into anniversaries, world events, cultural moments to establish relevance and capture free media attention
- Proceeds supporting building operations

Fourth Floor

- Overlooks and/or windows on four sides
- Open space accommodating a mix of rental uses
- Could be used for traveling exhibit overflow, speakers or private rental events
- Sized for an event of 100
- Designed to serve as a wedding venue
- Proceeds supporting building operations
- Proceeds reimbursing TIRZ#1

Concurrent Activities

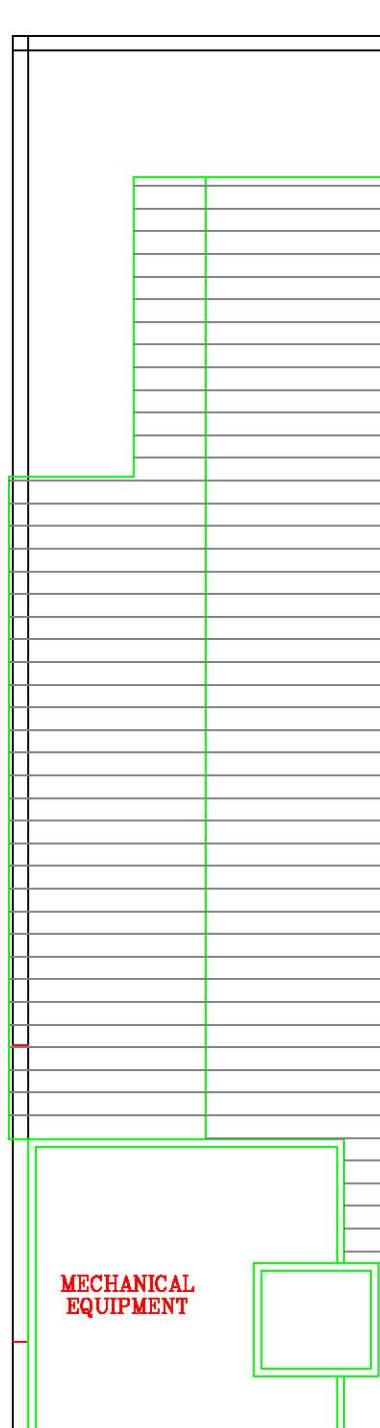
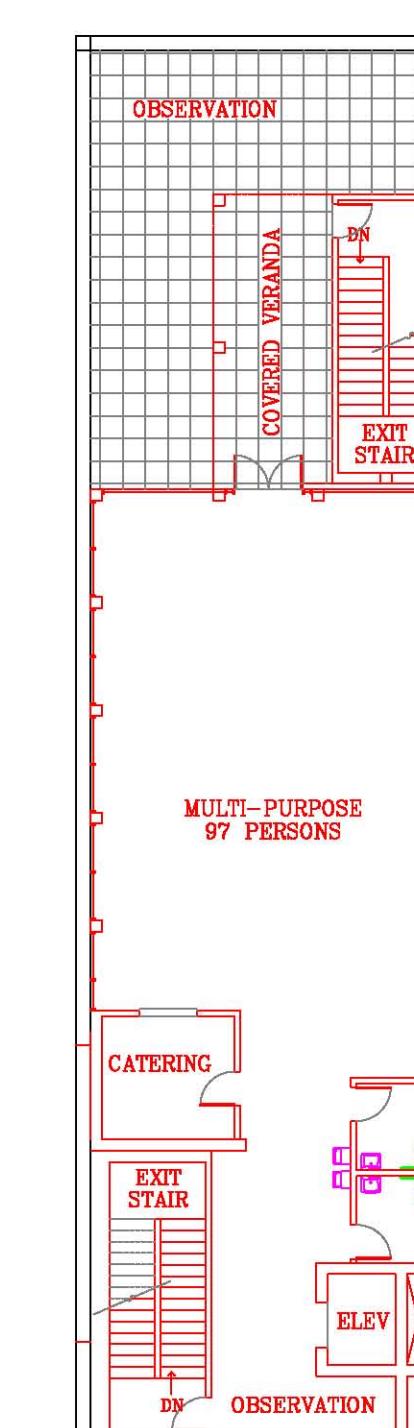
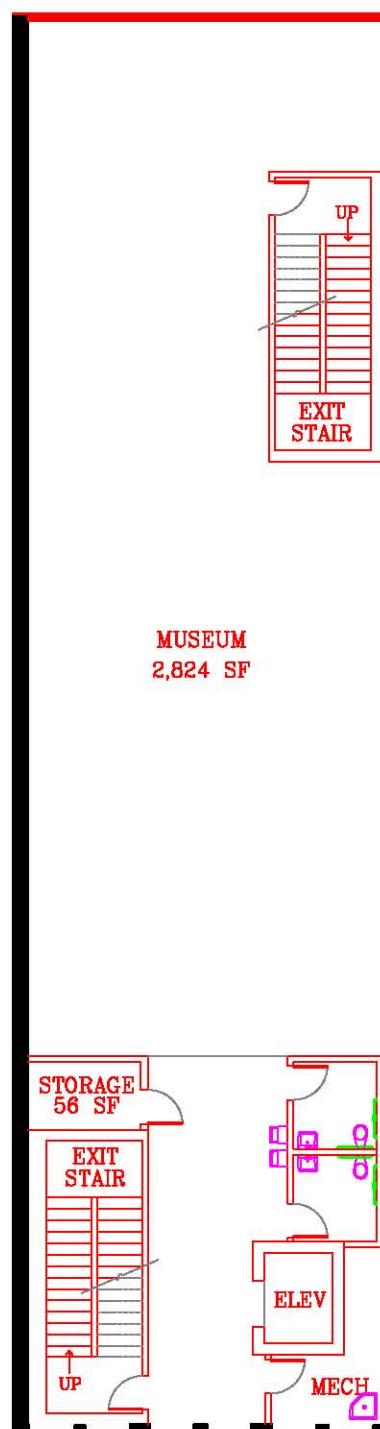
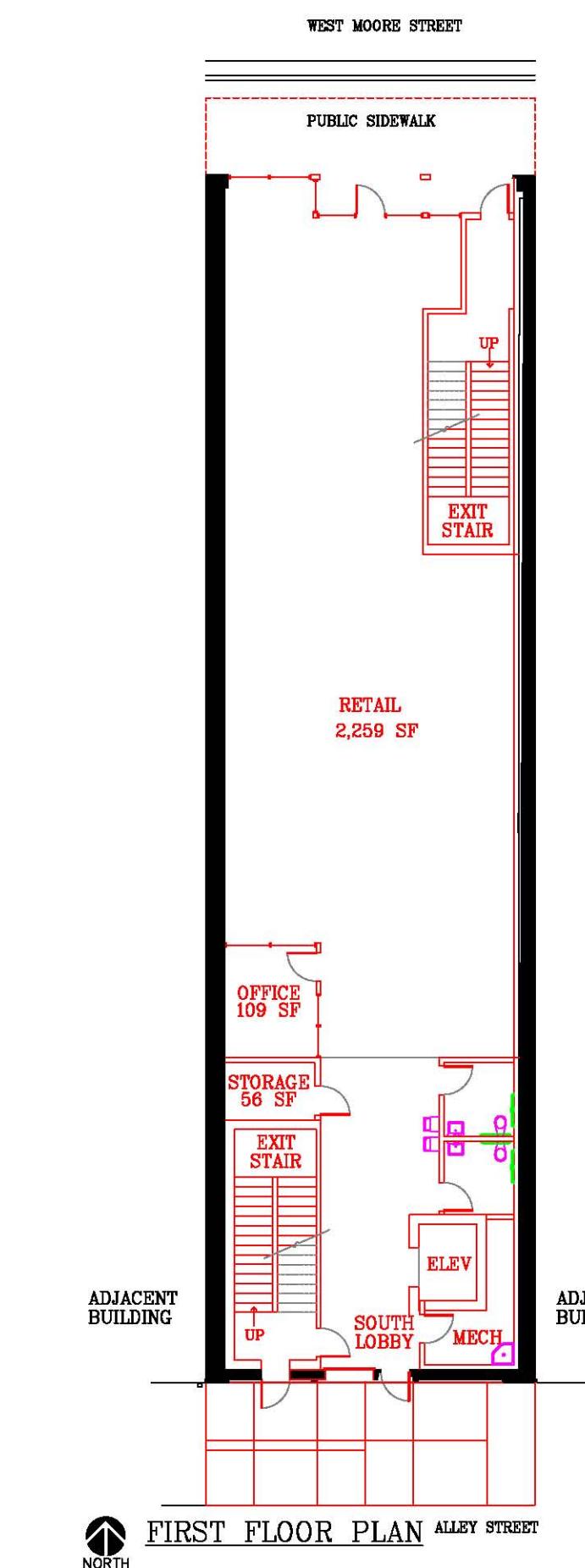
- Establish history advisory committee
- Develop marketing/rebranding plan for the BFTS's three locations
- Create a business plan for the Muckleroy Building
- Complete full architectural plan and financial plan
- Establish exhibit presentation designs/redesigns for the BFTS's three locations
- Fundraise for renovation
- Fundraise for interior finish out

After all these, proceed to construction

CITY OF TERRELL
NO. 1 BRITISH
FLYING TRAINING SCHOOL MUSEUM
ALTERNATE CONCEPT
97 PERSON ROOF TERRACE



ALTERNATE
ROOF
TERRACE





 **AIA® Document B101™ – 2017**
Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourth day of December
in the year Two thousand twenty
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Terrell
201 E. Nash Street
Terrell, Texas 75160

This document has important
legal consequences.
Consultation with an attorney is
encouraged with respect to its
completion or modification.

and the Architect:
(Name, legal status, address and other information)

MARK A. THACKER, AIA, Commercial & Preservation Architecture
P.O. Box 2612
Lindale, Texas 75771

for the following Project:
(Name, location and detailed description)

Rehabilitation of the Muckleroy Building
113 West Moore Ave. Terrell, Texas 75160

Three story rehabilitation and alternate for fourth floor terrace. The building is to
be converted into a new museum.

The Owner and Architect agree as follows.

TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The program is to be developed based on a preservation masterplan and concepts provided by the Museum and Museum's Consultant.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys, traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The existing building consists of approximately 3,000 sf per floor.

ITEM 6.4.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The preliminary opinion of probable construction cost is \$4,579,152.00.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

ITEM 6.4.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mr. Charles Fenner
201 E. Nash Street
Terrell, Texas 75160

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Unknown if necessary.

.2 Civil Engineer:

Unknown if necessary.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

Mark A. Thacker, AIA
203 S. Henry St.
P.O. Box 2612
Lindale, Texas 75771

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§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

BBSE

Michael Bugh, PE

16249 Audrey Lane

Arp, Texas 75750

.2 Mechanical Engineer:

MEP Associates

Lowrie Floyd

717 W. Houston Street

Tyler, Texas 75702

.3 Electrical Engineer:

MEP Associates

Lowrie Floyd

717 W. Houston Street

Tyler, Texas 75702

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

Preservation Report prepared by Mark A. Thacker, AIA

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's

sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than **(\\$)** for each occurrence and **(\\$)** in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **(\\$)** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than **(\\$)** each accident, **(\\$)** each employee, and **(\\$)** policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **(\\$)** per claim and **(\\$)** in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the

ITEM 6.4.

Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work.

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completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	Architect
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Owner
§ 4.1.1.30 Other Supplemental Services	

Supplemental Services	Responsibility (Architect, Owner, or not provided)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

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- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty (20) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead

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and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is

stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*
 - Mediation

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Seven percent (7 %) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Negotiated if required.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (20 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent (15 %)
Design Development Phase	Twenty percent (20 %)
Construction Documents Phase	Thirty-five percent (35 %)
Procurement Phase	Five percent (5 %)
Construction Phase	Twenty-Five percent (25 %)
Total Basic Compensation	one hundred percent	(100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;

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- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of
Zero

() shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of

() shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid

Thirty () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)



AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)



Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: General Liability Certificate

Exhibit B: Professional Liability Certificate

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

ITEM 6.4.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

[Signature]
(Printed name and title)

ARCHITECT (Signature)

[Signature]
Mark A. Thacker/owner/14799

(Printed name, title, and license number, if required)

Init.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2020

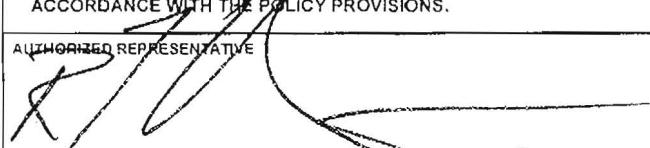
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER State Farm  RJ Collins State Farm Insurance PO Box 2605 Lindale, TX 75771	CONTACT NAME: RJ Collins	
	PHONE (A/C. No. Ext): 903-882-7583 E-MAIL: rj.collins.ptbh@statefarm.com ADDRESS:	FAX (A/C. No): 903-882-3925
INSURED Mark A Thacker DBA Commercial And Preservation Architecture 203 S. Henry St Lindale, TX 75771	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: State Farm Lloyds	43419
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR LTR	TYPE OF INSURANCE	ADDL/SUB INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S	<input type="checkbox"/> N/A	93-E0-T842-3	01/15/2020	01/15/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG OTHER	\$ 1,000,000 \$ 300,000 \$ 10,000 \$ 2,000,000 \$ 2,000,000 \$ \$
						COMBINED SINGLE LIMIT (EA accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
						PER STATUTE	OTH. ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
E.L. DISEASE - POLICY LIMIT	\$						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>	
<p>AUTHORIZED REPRESENTATIVE</p> 	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	CONTACT NAME:	Hillary Bryant
		PHONE (A/C. No. Ext.):	(214) 503-1212
		E-MAIL ADDRESS:	certificatedallas@risk-strategies.com
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: XL Specialty Insurance Company	37885
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 55962560

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR: INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$	
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$	
	ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/>						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$	
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE <input type="checkbox"/> OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability	<input checked="" type="checkbox"/>	DPS9961575	6/16/2020	6/16/2023	Per Claim/Annual Aggregate \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

CERTIFICATE HOLDER

CANCELLATION

Master Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Hillary Killough

Hillary Bryant



ETTL Engineers & Consultants Inc.

GEOTECHNICAL * MATERIALS * ENVIRONMENTAL * DRILLING * LANDFILLS

Geotechnical Investigation Proposal No. 3236-20

Company Name: Menola Community Bank
 Client: Haskell Strange, SVP/COO
 Address: 215 W. Broad St.
 Mineola, Texas 75773
 haskell@mineolacb.com

Subject: Geotechnical Investigation
 Project Name: Mineola Community Bank
 Project Location: 304 S. Main St, Lindale, Texas
 Date Issued: 11/18/2020

Dear Mr. Haskell Strange, SVP/COO

The following estimate is in response to a request from Mark Thacker, AIA, for a geotechnical proposal for a two-story 5,000 SF (footprint) commercial structure with parking and drives located with on S. Main St. in Lindale, Texas. Your representative, Mark Thacker, has requested 3 borings drilled to a depth of 25 feet. ETTL will supply an auger drill rig, support truck, and a crew to complete the project. Once complete the boreholes will be backfilled with soil cuttings and the pavement patched after final water readings are taken. It assumes the structure will be placed near existing grade. Significant cut/fill may warrant additional drilling footage. It is assumed borings will be drilled in soil, asphalt or grass and that boring locations are easily accessible by truck mounted drill rig. Additional charges will be applied for drilling through concrete or difficult site access. The drilling phase will take place 7-10 business days after the acceptance of the terms and last one business day. Laboratory testing and engineering will take approximately 10-15 business days following the completion of the drilling phase. The entire project should be completed with in one month unless unforeseen delays become apparent. By executing this agreement below, ETTL and CLIENT indicate their acceptance and agreement with its terms (see attached document Pages 2-4).

ESTIMATE

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
<u>Drilling and Sampling:</u>			
-Two, 20' (in depth from existing grade) Borings -Back fill with soil cutting -Water Readings taken at completion of drilling	1	LS	\$ 1,687.50
<u>Geotechnical Laboratory Testing:</u>			
-for shallow foundation and slab on grade design recommendations	1	LS	\$ 990.00
<u>Engineering and Site Recon:</u>			
Project Coordination, Boring Log Drafting, Report Preparation, and Engineering Review	1	LS	\$ 1,705.00
Total		\$	4,382.50

We assume that all right-of entry and owner utility locations are provided by the client prior to commencement of work.

Please call if you have any questions or if we have misinterpreted your scope of work.

We appreciate this opportunity to be of service and look forward to working with you on this project.

Sincerely,

ETTL Engineers and Consultants, Inc.

C. Brandon Quinn, P.E.
 Vice President

Date Signed: 11/18/2020

Authorized to Proceed:

Haskell Strange, SVP/COO
 Mineola Community Bank

Date Signed: 11-19-2020

Tyler, TX - Main Office

1717 East Erwin Street Tyler, Texas 75702

Phone: 903-595-4421

Longview, TX
 903-758-0402

Arlington, TX
 817-962-0048

Austin, TX
 512-519-9312

Texarkana, AR
 870-772-0013

* * *

WWW.ETTLINC.COM

AGREEMENT FOR CONSULTING SERVICES

ETTL Engineers & Consultants Inc., a Texas Corporation, and CLIENT, are subject to the following terms and conditions to which the parties mutually agree:

ARTICLE 1 - SCOPE OF SERVICES

- 1.1 In consideration of the mutual covenants contained herein, ETTL shall perform the services identified in the proposal attached hereto (hereinafter "the Services"), which is made a part hereof, in accordance with the terms of this Agreement.
- 1.2 The services covered by this Agreement will be undertaken by ETTL only upon receipt of an executed copy, signed by an authorized representative of ETTL.
- 1.3 ETTL will commence the services upon verbal notification of an authorized representative of the CLIENT and after receipt of an executed copy of this Agreement.

ARTICLE 2 - AMENDMENTS

- 2.1 CLIENT, without invalidating this Agreement, may request changes within the general scope of the Services required by this Agreement by altering or adding to the Services to be performed, and any such changes in the Services shall be performed subject to this Agreement. Upon receiving the CLIENT's request, ETTL shall return to CLIENT a change proposal setting forth an adjustment to the Services and Project Cost estimated by ETTL to represent the value of the requested changes. Following CLIENT's review of ETTL's change proposal, CLIENT shall execute a written change order or contract amendment directing ETTL to perform the changes in the Services.

ARTICLE 3 - PROJECT COSTS and PAYMENT

- 3.1 ETTL shall be paid in accordance with the proposal, attached hereto.
- 3.2 ETTL will submit an Invoice to the CLIENT at the end of each month or upon completion of the Services unless otherwise specified by the CLIENT in writing.
- 3.3 Payment shall be made by the CLIENT within 30 days after receipt of the Invoice.
- 3.4 CLIENT shall provide written notification to ETTL within 15 days of receipt of the Invoice should the CLIENT object to all or part of charges appearing on the Invoice. The portion of the Invoice which is not in dispute shall be paid by the CLIENT within 30 days of receipt of the Invoice.
- 3.5 A finance charge of 1.5% per month will be paid by the CLIENT for all non-disputed invoices after 30 days.

ARTICLE 4 - CONFIDENTIALITY

- 4.1 ETTL shall maintain as confidential and not disclose to others without CLIENT's prior written consent, all information obtained from the CLIENT, not otherwise previously known to ETTL in the public domain. The provisions of this paragraph shall not apply to information in whatever form which (I) is published or comes into the public domain through no fault of ETTL, (II) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (III) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction. Notwithstanding the above, ETTL will notify CLIENT in writing at least 24 hours before disclosure if information is requested under item (III) above and client may but shall not be obligated to interpose all objections they may have to the disclosure of such information but not limited to the right to seek an appropriate protective order. If client chooses to interpose any objection(s) to disclosure, ETTL should cooperate with CLIENT to maintain the confidential nature of the requested information until all such objections are resolved.

ARTICLE 5 - CONSULTANT'S REPRESENTATIONS, WARRANTIES, and COVENANTS

- 5.1 ETTL, its employees, agents and subcontractors will hold necessary licenses and certificates required by federal, state, or local rules and regulations.
- 5.2 The Services will be performed in accordance with standards customarily provided by an experienced professional organization providing similar services in the area during the same time period.
- 5.3 ETTL shall take reasonable precautions to prevent injury or loss to persons or property at the site.
- 5.4 Other than those specifically set forth under this Agreement, ETTL makes no warranties either expressed or implied, as to the Services performed hereunder.

ARTICLE 6 - CLIENT'S REPRESENTATIONS, WARRANTIES, and COVENANTS

- 6.1 The CLIENT agrees to provide ETTL with all existing data, plans, and other information in the CLIENT's possession, which are necessary for the performance of the Services. The CLIENT further agrees to provide any additional data, plans, or other information, which may be specified in authorized work orders. This information will include such information as location of utilities, known site hazards, nature and/or characteristics of any hazardous or toxic materials on or near the site. ETTL may rely upon this information but is not responsible for its accuracy.
- 6.2 The CLIENT shall ensure that ETTL has authorized access to the site during performance of the Services and if the time of that access is limited, CLIENT will notify ETTL prior to commencement of the Services so adjustments in Project Costs and planning can be made if necessary.

ARTICLE 7 - INDEMNITY

7.1 ETTL shall indemnify, defend and hold harmless CLIENT from and against any and all lawsuits, claims, liabilities, causes of action, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, reasonable attorney's fees and expenses, by whomever asserted, including, but not limited to, any government agency or branch, or any third party, to the extent the same arise from (i) a breach by ETTL of any term or provision of this Agreement, (ii) violation by ETTL of federal, state or local statute, rule, regulation or ordinance, or (iii) negligent acts or omissions of ETTL or its employees, agents, or subcontractors in the performance of the Services, or (iv) the negligence or willful misconduct of ETTL or agent of ETTL.

7.2 CLIENT shall indemnify, defend and hold harmless ETTL from and against any and all lawsuits, claims, liabilities, actions, causes of action, demands, losses, damages, forfeitures, penalties, fines, costs and expenses, including, but not limited to, reasonable attorney's fees and expenses, by whomever asserted, including, but not limited to, any government entity, agency or branch, any third party, an employee, contractor employed or retained by ETTL, to the extent that such claim, property damage, injury or death resulted from (i) the negligence, gross negligence, or willful misconduct of CLIENT or any employee, agent or independent contractor of CLIENT, (ii) violation of federal, state or local statute, rule, regulation or ordinance by CLIENT or any employee, agent, or independent contractor of CLIENT, (iii) CLIENT's alleged involvement or status as an owner, operator, arranger, generator or transporter of hazardous substances or constituents at the site, or (iv) inaccurate information provided by CLIENT to ETTL.

ARTICLE 8 - LIMITATION OF LIABILITY

8.1 WITH RESPECT TO THE SERVICES PERFORMED BY ETTL, ITS EMPLOYEES, AGENTS, AFFILIATES AND SUBCONTRACTORS, DAMAGE, COSTS, EXPENSES, OR OTHER LIABILITY, DIRECT OR INDIRECT, SHALL BE LIMITED TO ETTL'S FEE FOR THIS PROJECT AS SPECIFIED IN THE ATTACHED PROPOSAL. IN NO CASE SHALL ETTL BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES.

ARTICLE 9 - INSURANCE

9.1 ETTL represents that it now carries and will continue during the terms of this Agreement to carry Workmen's Compensation, Comprehensive General Liability and Comprehensive Automobile Liability insurance in the following amounts and with deductibles acceptable to the CLIENT:

- Commercial General Liability Insurance - \$1,000,000 per occurrence and \$1,000,000 annual aggregate for bodily injury or death and property damage, including loss of use thereof, written on an occurrence (as opposed to a "claims made" basis).
- Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired vehicles - \$1,000,000 combined single limit of liability per occurrence for bodily injury or death and property damage, including loss of use thereof, written on an occurrence (as opposed to a "claims made" basis).
- Statutory Workers Compensation Insurance and Employers Liability Insurance-\$1,000,000 per accident.
- Errors and Omissions Insurance, including Pollution Liability, Applicable to Services-\$1,000,000 with respect to claims made against ETTL for negligent errors or omissions in the performance of the Services hereunder.

ARTICLE 10 - DELAYS AND TERMINATION

10.1 The CLIENT or ETTL may terminate this Agreement upon forty-eight (48) hours written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the terminating party. A complete settlement of all claims upon such termination of this Agreement shall be made as follows: CLIENT shall compensate ETTL for the Services performed up to the date of receipt of termination plus reasonable costs incurred in terminating the Services in accordance with ETTL's current fee schedule. In the event Services cannot be performed on or before the projected due date because of circumstances beyond the control of ETTL, including, but not limited to strike, fire, riot, excessive precipitation, act of God, governmental action, third party action or action of omission by CLIENT, the Services shall be amended by CLIENT and ETTL in accordance with Article 2 of this Agreement.

ARTICLE 11-ENTIRE AGREEMENT

11.1 This Agreement (including attached schedules) constitutes the sole and entire agreement between ETTL and the CLIENT. This agreement replaces and supersedes all prior discussions and agreement between the CLIENT and ETTL with respect to the matters contained herein.

ARTICLE 12 - WASTE AND SAMPLE DISPOSITION

12.1 Unless otherwise specified in the attached proposal, the proper disposition of any contaminated materials generated on-site as a result of the Services, including but not limited to, waste materials, samples, produced soils or fluids, or protective equipment (hereinafter "Affected Materials"), shall be considered out-of-scope and shall require a written change order request by CLIENT in accordance with Article 2 of this Agreement wherein CLIENT provides a generator number, specifies its choice of transporter and treatment, storage or disposal facility and completes documentation necessitated by these services. CLIENT understands that ETTL is in no way responsible for the proper disposition of the Affected Materials except as provided under this Agreement and CLIENT is responsible for directing the disposition of the Affected Materials. In the event that test samples obtained during the Services contain substances hazardous to health, safety or the environment or equipment used during the Services cannot be reasonably decontaminated, CLIENT shall, if necessary, sign documentation required to ensure that this equipment and/or samples are transported and disposed of properly.

ITEM 6.4.

12.1 In the event CLIENT wishes for ETTL to retain test samples beyond the final report date for the Services, CLIENT shall provide ETTL with a written request stating the same. ETTL shall invoice CLIENT only for those storage charges incurred for storage beyond thirty (30) days after the report date for the Services.

ARTICLE 13 - DISPUTE RESOLUTION

13.1 If a dispute arises out of, or relates to, the breach thereof, and if the dispute cannot be settled through negotiation, then ETTL and the Client agree to submit the dispute to mediation. However, any dispute to collect on the payment of an invoice(s) may be submitted by filing an action at law or in equity. In the event ETTL or the Client desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by ETTL and 50 percent by the Client. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. This Agreement is performable in Smith County, Texas. The law applicable to this Agreement shall be laws of the State of Texas or, where appropriate, applicable federal law.

13.2 The Client shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Client in support of this Agreement's work. Any disputes concerning the Work hereunder or additional costs, or any non-procurement issues shall be settled in accordance with Title 43, Texas Administrative Code, §9.2.

13.3 Governing Law and Venue. This Agreement shall be interpreted, construed and governed by the laws of the State of Texas, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction. This Agreement is made in and performable in Smith County, Texas, and any action arising out of this Agreement or the Parties rights and duties hereunder shall be brought only in federal or state court sitting in Smith County, Texas, and each Party submits itself to the jurisdiction of that court.

RESOLUTION NO. 2021-2

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TAX
INCREMENT REINVESTMENT ZONE NUMBER ONE (TIRZ #1)
RECOMMENDING A TRANSFER OF FUNDS FROM THE
REINVESTMENT ZONE (TIRZ #1) TO THE CITY OF TERRELL,
TEXAS, FOR DOWNTOWN BUILDING RENOVATIONS**

WHEREAS, the City of Terrell, Texas, (the “City”), promotes the development of a certain geographic area within its jurisdiction as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, Vernon’s Texas Codes Annotated (the “Act”); and

WHEREAS, the City Council of the City of Terrell on November 20, 2007, approved Ordinance No. 2355 creating Tax Increment Reinvestment Zone Number One, establishing a Board of Directors for such Reinvestment Zone (TIRZ #1), and including the Project Plan and the Finance Plan; and

WHEREAS, the recently amended Project Plan and Finance Plan includes \$16 million for Downtown Revitalization Projects; and

WHEREAS, by virtue of Resolution 2019-4, the Board supports a partnership between the City of Terrell, the City of Terrell Hotel Occupancy Tax Fund, the British Flying Training School (BFTS) Museum and the TIRZ #1 Board to relocate the BFTS Museum’s primary public exhibition and event space to downtown Terrell; and

WHEREAS, on December 17, 2019, the City Council of the City of Terrell approved the recommendation of the TIRZ#1 Board of Directors to transfer a total of \$435,000 to the City of Terrell for a variety of preliminary costs associated with the purchase and renovation of a location for a downtown museum attraction; and

WHEREAS, a preliminary plan for the renovation of the City-owned historic Muckleroy Building on Lot 3B, Block 82, Terrell Original Addition, Terrell, Texas, and located at 113 West Moore Avenue, Terrell, Texas, has been established; and

WHEREAS, the TIRZ #1 Board wishes to recommend approval of the necessary AIA Contract and increase the transfer of funds to the City of Terrell to facilitate the engineering and architectural work necessary to renovate and reuse the building.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TAX
INCREMENT REINVESTMENT ZONE NUMBER ONE:**

Section 1. That the TIRZ #1 Board hereby recommends the transfer of an additional \$400,000 from TIRZ #1 funds to the City of Terrell, to include a not to exceed \$340,000 for the AIA contract with Mark Thacker, AIA and the remaining for additional professional services, including, but not limited to specialty engineering analysis, materials testing, and inspections for the rehabilitation of the Muckleroy Building in downtown Terrell.

Section 2. This Resolution shall be effective immediately after its passage.

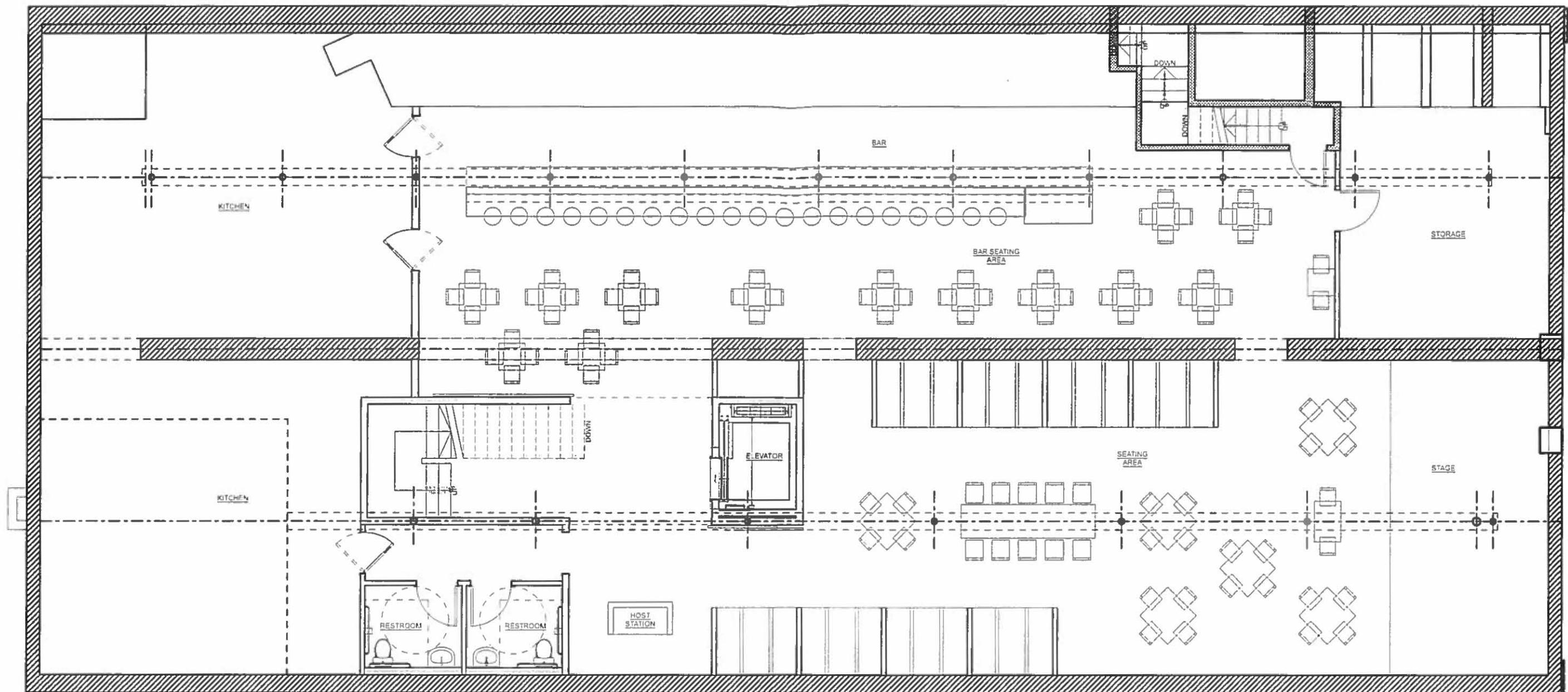
DULY RESOLVED AND APPROVED by the Board of Directors of the Tax Increment Reinvestment Zone Number One on this the ____ day of January , 2021.

TAX INCREMENT
REINVESTMENT ZONE NUMBER ONE

By: _____
JOHN DAVIDSON, Chairman

ATTEST:

DAWN STEIL, City Secretary



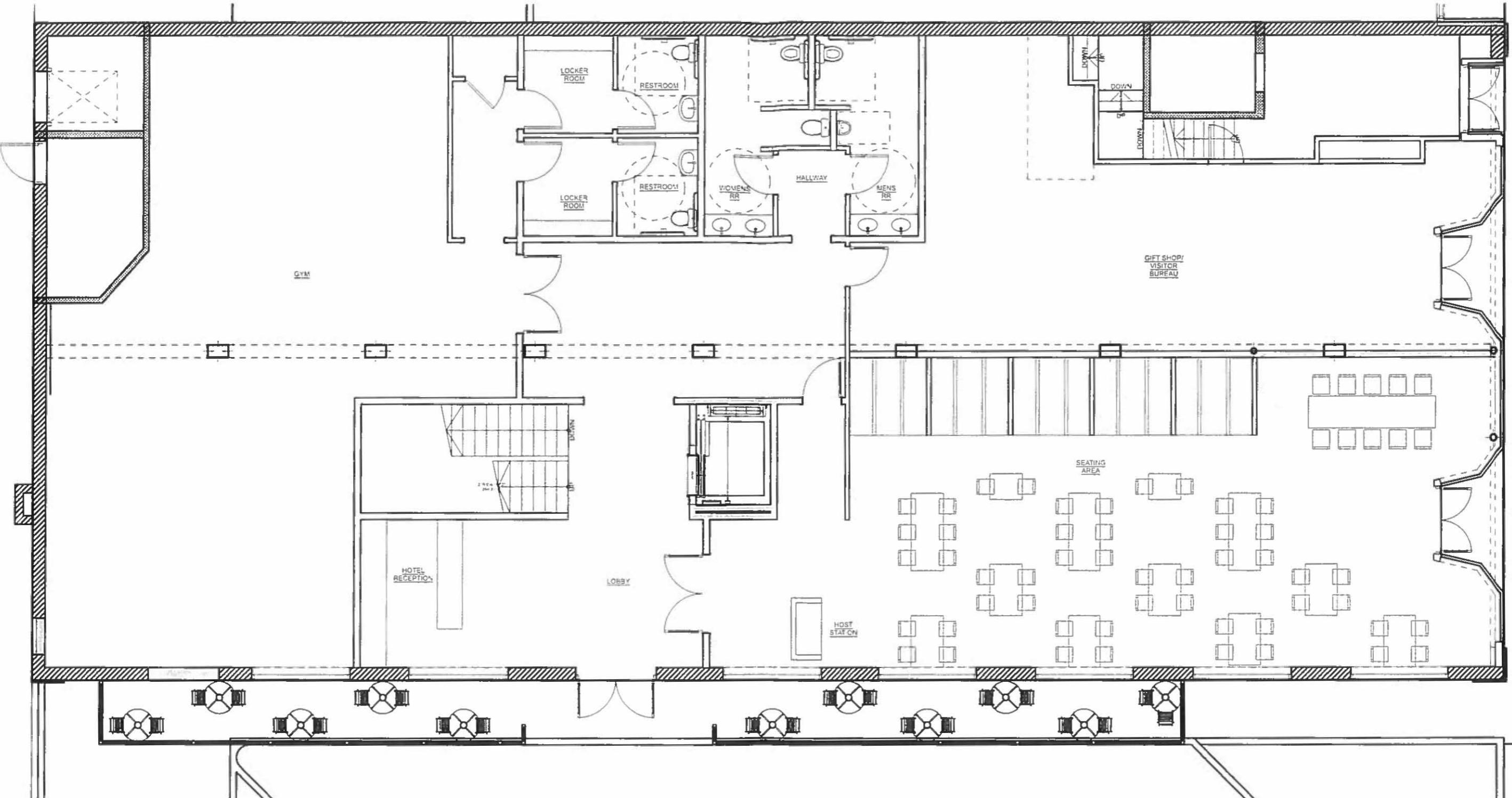
1

BASEMENT

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

OLD TOWN MULTI-USE

DATE : 2020-09-15
201 E MOORE AVENUE, TERREL, TX 75160



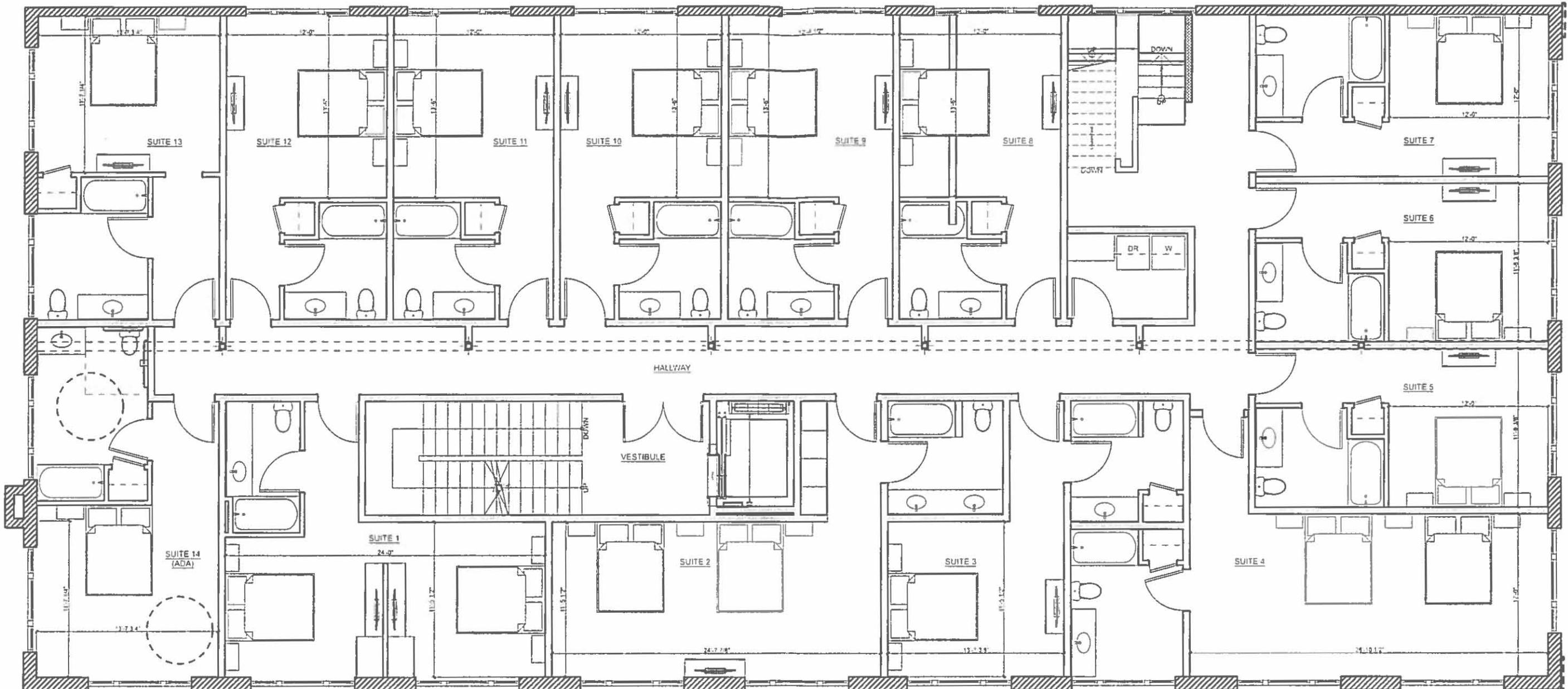
1

1ST FLOOR PLAN

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

OLD TOWN MULTI-USE

DATE : 2020-09-15
201 E MOORE AVENUE, TERREL, TX 75160



1

2ND FLOOR PLAN

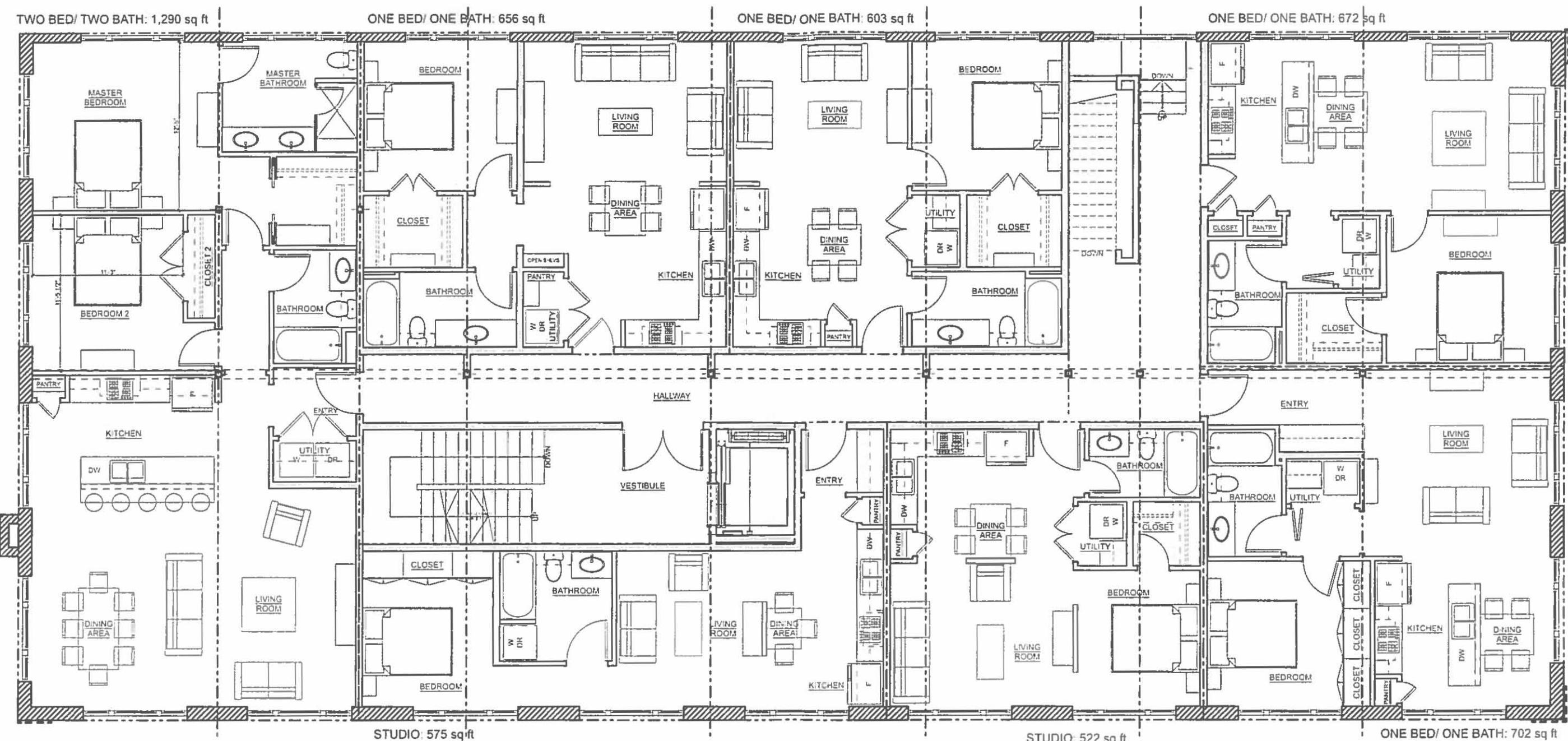
SCALE: 1/8" = 1'-0"

OLD TOWN MULTI-USE

DATE : 2020-09-15
201 E MOORE AVENUE, TERREL, TX 75160

These plans are intended to provide the basic construction information necessary to substantially complete this structure. These construction documents must be verified and checked by the builder or person in authority of this project. Any discrepancy, error, and/ or omissions, if any, are to be brought to the attention of the Designer prior to any construction or purchases being made. It is recommended that the owner or builder obtain complete engineering services for: foundation, HVAC, and structural, prior to construction of any kind. NOTE: All Federal, state, and Local codes, ordinances, and restrictions take precedence over any part of these construction documents which may conflict with same, and must be strictly obeyed and followed before and during construction.

THESE CONSTRUCTION DOCUMENTS AND THEIR USE, ARE THE PROPERTY OF WILLIAM PECK & ASSOCIATES, INC. AND ARE NOT TO BE TRADED, REUSED OR REPRODUCED IN ANY WAY, BY ANY MEANS, WITHOUT THE EXPRESSED WRITTEN PERMISSION OF WILLIAM PECK & ASSOCIATES, INC. ALL RIGHTS RESERVED



1

3RD & 4TH FLOOR PLAN

SCALE 1/8" = 1'-0"

P E C K
Page 87 of 101
ARCHITECTS

105 W. MAIN ST
LEWISVILLE, TEXAS 75057
WWW.PECKARCHITECTS.COM
972.991.1494

OLD TOWN MULTI-USE

DATE : 2020-09-15
201 E MOORE AVENUE, TERREL, TX 75160

These plans are intended to provide the basic construction information necessary to substantially complete this structure. These construction documents must be verified and checked by the builder or person in authority of this project. Any discrepancy, error, and/ or omissions, if any, are to be brought to the attention of the Designer prior to any construction or purchases being made. It is recommended that the owner or builder obtain complete engineering services for foundation, HVAC, and structural, prior to construction of any kind. NOTE: All Federal, state, and Local codes, ordinances, and restrictions take precedence over any part of these construction documents which may conflict with same, and must be strictly observed and followed before and

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RESOLUTION NO. 2021-1

**A RESOLUTION OF THE TAX INCREMENT REINVESTMENT ZONE NO. ONE
BOARD OF DIRECTORS RECOMMENDING THE TERRELL CITY COUNCIL
AUTHORIZE FUNDING FOR DOWNTOWN BUILDING RENOVATION**

WHEREAS, the City of Terrell, Texas, (the “City”), promotes the development of a certain geographic area within its jurisdiction as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, Vernon’s Texas Codes Annotated (the “Act”); and

WHEREAS, the City Council of the City of Terrell on November 20, 2007, approved Ordinance No. 2355 creating Tax Increment Financing Reinvestment Zone Number One (TIRZ #1), establishing a Board of Directors for such Reinvestment Zone (Board), including the Project Plan and the Finance Plan; and

WHEREAS, on September 8, 2008 the County Commissioners’ Court approved an Interlocal Agreement with the City of Terrell for the Reinvestment Zone, including the Project Plan and Finance Plan; and

WHEREAS, the 2020 Amendment to the Project Plan and Finance Plan includes \$16 million for Downtown Revitalization Projects; and

WHEREAS, among these eligible Projects in the Capital Plan are partnerships with private developers in the downtown area to create capital improvements that rehabilitate and refurbish downtown buildings, downtown streetscapes and downtown amenities; and

WHEREAS, Pina Holdings LLC has proposed to initiate a series of improvements which qualify as a Project, including the restoration and reuse of the historic Anderson Building at TERRELL ORIGINAL BLOCK 77 LOTS 12 & 13, the restoration and reuse of the historic Griffith Building at TERRELL ORIGINAL BLOCK 84 LOT 3, the construction of a pocket park for public use adjacent to the Griffith Building on the vacant lot owned by the City of Terrell at TERRELL ORIGINAL BLOCK 84 LOTS 1 & 2 and the construction of a surface parking facility at a location to be determined during project development.

WHEREAS, the total of incremental property tax increment from the Anderson Building Project is estimated at \$323,051 in total City and County combined TIRZ#1 revenue over the remaining term of TIRZ#1.

WHEREAS, the Board has concluded and hereby finds the Pina Holdings Project supports quality of life development, promotes new construction, attracts additional consumers to Terrell and Kaufman County, increases commercial activity, generates new tax revenue, achieves the City's goals for development, meets the requirements of applicable State Law, and provides infrastructure for Terrell residents, employees of Terrell based companies, and visitors to the City of Terrell.

NOW THEREFORE BE IT RESOLVED BY THE TAX INCREMENT REINVESTMENT ZONE NO. 1 BOARD OF DIRECTORS:

Section 1 That the Board of Directors recommends the Terrell City Council authorize the City Manager to negotiate and the Mayor to execute a Development Agreement or Agreements as necessary to implement the Project consistent with this Resolution and as generally described further in Exhibit "A" Building Restoration and Reuse and Exhibit "B" Dedicated Parking Partnership.

Section 2. That the Board hereby authorizes use of TIRZ#1 funds as a reimbursement to Pina Holdings LLC of a portion of renovation and construction expenses not to exceed the expiration of TIRZ#1 of City of Terrell and Kaufman County TIRZ#1 actual revenue received from the Kaufman County Tax Collector from the calculated incremental value of the Anderson Building Restoration and Reuse Project, exclusively from TERRELL ORIGINAL BLOCK 77 LOTS 12 & 13.

Section 3. That the Board hereby authorizes use of an additional amount not to exceed \$75,000 in TIRZ#1 funds by the City of Terrell for landscaping, street furniture, murals, lighting, signage and other aesthetic improvements in the vicinity of the Anderson Building and the Griffith Building, such expenditures to be directed by the Terrell City Council.

Section 4. This Resolution shall be effective immediately after its passage.

PASSED AND APPROVED by the Tax Increment Reinvestment Zone #1, on this _____ day of _____, 2021.

JOHN DAVIDSON, CHAIRMAN

ATTEST:

DAWN STEIL, CITY SECRETARY

Exhibit "A" Building Restoration and Reuse Partnership

Company Performance

- 1 Remodel 1st Floor/Basement: restaurant and retail, private gym for lofts and hotel
- 2 Remodel 2nd floor, 3rd and 4th floors for boutique hotel and lofts
- 3 Build Downtown Pocket Park landscape improvements at Adelaide and Moore subject to design and material approval by City to coordinate with City opening of complete street design along RR
- 4 Full historic remodel of exterior, including new windows/doors and full awnings on Moore and Adelaide
- 5 Full interior remodel, including high quality finish out and modern code compliance, except parking according to partnership with City
- 6 Remove asbestos, install grease trap, install fire suppression system with access from new North Alley rebuild
- 7 Construct surface parking spaces leasable to loft tenants; manage on-street permits for tenants
- 8 Use best efforts to secure rights to use nearby office parking for evening parking by Hotel guests
- 9 Allow limited public use of 1st floor restrooms during business hours to be determined
- 10 Make a \$25K contribution to the Chapman Building Renovation, payable over 5 years
- 11 Develop patio and service areas
- 12 Cooperate with City on historic downtown branding, logos, marketing, events, et cetera
- 13 Remodel Griffith Building with uses and design compatible with Adelaide Pocket Park, coordinate with South Alley Opening

City Overall Support

a	Parking Partnership	Permit City owned surface parking to Anderson Building
b	Grease Trap System	Full Reimbursement from City Utility Fund
c	North Alley Rebuild	City - TWDB Partnership, coordinate with Anderson Building
d	Fire Suppression Access	Underground line to Private System from City Utility Fund
e	Quality Package	Area street furniture, street markings, landscape, murals & signage
f	Waive Fees	No fees during demolition and construction
g	Parking Partnership	As per Exhibit B

City Financial Incentive (Anderson Building Only)

h	Current Taxable Value	\$ 312,260	2020 Taxable Value from the KCAD
i	Assumed Future Taxable Value	\$ 2,500,000	Staff Estimate
j	Incremental Value	\$ 2,187,740	Performance required
k	City Effective Property Increment Rate	0.00573150	
l	Total City TIF Revenue	\$ 12,539	City 75% in TIRZ#1
m	County Effective Property Increment Rate	0.00165172	
n	County TIF Revenue	\$ 3,614	County 50% M&O in TIRZ#1
o	Hotel Occupancy Tax Revenue	\$ 23,107	2023 Annual Revenue * 7% HOT Rate
p	City Sales 1% Tax Revenue	\$ 10,000	Single Restaurant (\$1 million in annual sales)
q	Annual Potential (at 50%)	\$ 24,630	Annually, first ten years of operations
r	PADIC Partnership Anderson Building	\$ 75,000	Reimbursement after asbestos removal
s	PADIC Partnership Anderson Building	\$ 150,000	Reimbursement after exterior completion
t	PADIC Partnership Anderson Building	\$ 75,000	Reimbursement after Elevator/Stair Replacement
u	PADIC Partnership Griffith Building	\$ 75,000	Reimbursement after Building Rehab to CO
v	PADIC Partnership Adelaide Pocket Park	\$ 75,000	Reimbursement on Park Opening Day
w	PADIC Partnership Public Infrastructure	\$ 75,000	Transfer to City as directed by PADIC for "e"
x	Total	\$ 525,000	

Exhibit "B" Dedicated Parking Partnership

Company Performance

- 1 Complete Anderson Building Remodel and Reuse Partnership
- 2 Subject to site approval by City, purchase a nearby distressed property or properties
- 3 Demolish as necessary, clean lot
- 4 Build surface downtown parking dedicated to Anderson Building and Griffith Building, high quality landscaping package

City Overall Support

a Fuel tank removal incentive	100% reimbursement from City, upon completion
b Demolition incentive	100% reimbursement from City, upon completion
c Waive Fees	No fees during demolition or construction
d Acquisition incentive	100% reimbursement through annual reimbursement structure

City Financial Incentive (Anderson Building Only)

e Current Taxable Value	\$ 312,260	2020 Taxable Value from the KCAD
f Assumed Future Taxable Value	\$ 2,500,000	Staff Estimate
g Incremental Value	\$ 2,187,740	
h City Effective Property Increment Rate	0.00573150	
i Total City TIF Revenue	\$ 12,539	City 75% in TIRZ#1
j County Effective Property Increment Rate	0.00165172	
k County TIF Revenue	\$ 3,614	County 50% M&O in TIRZ#1
l Hotel Occupancy Tax Revenue	\$ 23,107	2023 Annual Revenue * 7% HOT Rate
m City Sales 1% Tax Revenue	\$ 10,000	Single Restaurant (\$1 million in annual sales)
n Annual Potential (at 50%)	\$ 24,630	Annually for 20 years or reimbursement
o PADIC Partnership	\$ 75,000	\$75K paid at opening of hotel or parking

RESOLUTION NO. 2020-2
A RESOLUTION OF THE PARK AND DOWNTOWN IMPROVEMENT
CORPORATION BOARD OF DIRECTORS RECOMMENDING THE
TERRELL CITY COUNCIL AUTHORIZE FUNDING FOR DOWNTOWN
BUILDING RENOVATION.

WHEREAS, pursuant to the authority granted by the Development Corporation Act, as amended, Chapters 501 and 505 of the Texas Local Government Code (the “Act”), the City Council of the City of Terrell and subsequently the voters in the City of Terrell authorized the creation of a non-profit corporation (the “Corporation”) named the Park And Downtown Improvement Corporation (“PADIC”), to act as a Type B Corporation by providing capital improvements to parks and the downtown area of the City as authorized under the Act, eligible “Projects”; and

WHEREAS, the Bylaws of the PADIC Board of Directors (Board) require the adoption of a Capital Plan to guide expenditures and both the Board and the City Council approved the Initial Capital Plan on November 10, 2020 which identifies a variety of eligible priority Projects; and

WHEREAS, among these eligible Projects in the Capital Plan are partnerships with private developers in the downtown area to create capital improvements that rehabilitate and refurbish downtown buildings, downtown streetscapes and downtown amenities; and

WHEREAS, such Projects are hereby deemed to be for the benefit of the public, consistent with the Act and consistent with the Bylaws; and

WHEREAS, Pina Holdings LLC has proposed to initiate a series of improvements which qualify as a Project, including the restoration and reuse of the historic Anderson Building at TERRELL ORIGINAL BLOCK 77 LOTS 12 & 13, the restoration and reuse of the historic Griffith Building at TERRELL ORIGINAL BLOCK 84 LOT 3, the construction of a pocket park for public use adjacent to the Griffith Building on the vacant lot owned by the City of Terrell at TERRELL ORIGINAL BLOCK 84 LOTS 1 & 2 and the construction of a surface parking facility at a location to be determined during project development.

NOW THEREFORE BE IT RESOLVED BY THE PARK AND DOWNTOWN IMPROVEMENT CORPORATION:

- Section 1 That the Board of Directors recommends the Terrell City Council authorize the City Manager to negotiate and the Mayor to execute a Development Agreement or Agreements as necessary to implement the Project consistent with this Resolution and as generally described further in Exhibit “A” Building Restoration and Reuse and Exhibit “B” Dedicated Parking Partnership.
- Section 2. That the Board hereby authorizes use of PADIC funds as a reimbursement to Pina Holdings LLC of a portion of renovation and construction expenses not to exceed a total of \$300,000 for Anderson Building renovation, \$75,000 for the Griffith

Building renovation and \$75,000 for Adelaide Pocket Park development, design of the Adelaide Pocket Park to be pending review by the PADIC Board.

Section 3. That the Board hereby authorizes use of an amount not to exceed \$75,000 in PADIC funds by the City of Terrell for landscaping, street furniture, murals, lighting, signage and other aesthetic improvements in the vicinity of the Anderson Building and the Griffith Building as well as other park related improvements at the Adelaide Pocket Park location, such expenditures to be directed by the PADIC Board.

Section 4. That the Board hereby authorizes use of PADIC funds as a reimbursement to Pina Holdings LLC of a portion of the demolition and construction expenses not to exceed at total of \$75,000 for a surface parking facility supporting the Anderson Building restoration and reuse.

Section 5. This Resolution shall be effective immediately after its passage.

DULY RESOLVED AND APPROVED by the Board of Directors of the Park and Downton Improvement Corporation on this the 15th day of December, 2020.

PARK AND DOWNTOWN
IMPROVEMENT CORPORATION

By 
TORI LUCAS, PRESIDENT

ATTEST:

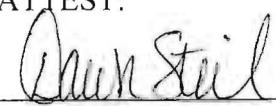

DAWN STEIL, CITY SECRETARY

Exhibit "A" Building Restoration and Reuse Partnership

Company Performance

- 1 Remodel 1st Floor/Basement: restaurant and retail, private gym for lofts and hotel
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- 3 Build Downtown Pocket Park landscape improvements at Adelaide and Moore subject to design and material approval by City to coordinate with City opening of complete street design along RR
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- 5 Full interior remodel, including high quality finish out and modern code compliance, except parking according to partnership with City
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- 7 Construct surface parking spaces leasable to loft tenants; manage on-street permits for tenants
- 8 Use best efforts to secure rights to use nearby office parking for evening parking by Hotel guests
- 9 Allow limited public use of 1st floor restrooms during business hours to be determined
- 10 Make a \$25K contribution to the Chapman Building Renovation, payable over 5 years
- 11 Develop patio and service areas
- 12 Cooperate with City on historic downtown branding, logos, marketing, events, et cetera
- 13 Remodel Griffith Building with uses and design compatible with Adelaide Pocket Park, coordinate with South Alley Opening

City Overall Support

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c	North Alley Rebuild	City - TWDB Partnership, coordinate with Anderson Building
d	Fire Suppression Access	Underground line to Private System from City Utility Fund
e	Quality Package	Area street furniture, street markings, landscape, murals & signage
f	Waive Fees	No fees during demolition and construction
g	Parking Partnership	As per Exhibit B

City Financial Incentive (Anderson Building Only)

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k	City Effective Property Increment Rate	0.00573150	
l	Total City TIF Revenue	\$ 12,539	City 75% in TIRZ#1
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v	PADIC Partnership Adelaide Pocket Park	\$ 75,000	Reimbursement on Park Opening Day
w	PADIC Partnership Public Infrastructure	\$ 75,000	Transfer to City as directed by PADIC for "e"
x	Total	\$ 525,000	

Exhibit "B" Dedicated Parking Partnership

Company Performance

- 1 Complete Anderson Building Remodel and Reuse Partnership
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City Overall Support

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b Demolition incentive	100% reimbursement from City, upon completion
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d Acquisition incentive	100% reimbursement through annual reimbursement structure

City Financial Incentive (Anderson Building Only)

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n Annual Potential (at 50%)	\$ 24,630	Annually for 20 years or reimbursement
o PADIC Partnership	\$ 75,000	\$75K paid at opening of hotel or parking

Solid Waste Service Overview

- City contracted with IESI TX Corporation in November of 2000 for residential and commercial services.
- Council policy directive in 2000 was to keep residential rates low by providing a good business opportunity for commercial services in the City Limits, these commercial accounts are billed directly by the contractor. Residential and small scale commercial are billed through the City.
- There have been 8 contract amendments to date and several corporate name changes, but the core agreement remains.
- Service has generally been high quality. Concerns related to training new employees of the contractor and educating the citizens have been successful in improving occasional customer service concerns.
- As per discussions during the budget process, staff recommends a two year extension, keeping rates the same, but creating options for Council consideration.
- The proposed 9th amendment is included in the Council packet and recommended for action on January 19, 2021, extending the contract to February 15, 2023 with no increase in the charge to the City by the Contractor.

FY22 Service Options

Service Option	Charge to City by Provider	Franchise Fee 17.5%	Service Fee	Total to Resident
No Change to FY21 Service	\$9.32	17.5%	\$2.00	\$12.95
Current Service Plus Take all Brush	\$12.11	17.5%	\$2.00	\$16.22
Once a Week With One Trash Cart to Every Household	\$9.32	17.5%	\$2.00	\$12.95
Twice a Week with One Trash Cart to Every Household	\$14.01	17.5%	\$2.00	\$18.46
Current Service Plus Take All Brush and Bulk	\$21.08	17.5%	\$2.00	\$26.77

FY21 Notes:

Current Charge to City By Provider is \$9.32, Franchise Fee is 10%, Service Fee is \$2.00 and Total to Resident is \$12.25.

STATE OF TEXAS**COUNTY OF KAUFMAN****NINTH AMENDMENT OF CONTRACT**

This NINTH AMENDMENT OF CONTRACT ("Amendment") is by and between the CITY OF TERRELL, TEXAS, hereinafter referred to as "City" and "WASTE CONNECTION LONE STAR, INC, a Texas Corporation, hereinafter referred to as "Contractor", collectively referred to as the "Parties"; who agrees as follows.

WHEREAS, the Parties entered into Contract for Citywide Solid Waste Collection Services dated November 21, 2000 and which has been the subject of Eight Amendments, the most recent of which was executed on January ___, 2019, these are collectively, the "Contract" between the Parties which is currently in effect.

In consideration of the mutual promises, covenants, obligations, and benefits contained in the Contract and in this Amendment Of Contract, ("Amendment") and the above Recitals, which are deemed to be true and accurate determinations of the Parties, the City and Contractor contract and agree to amend the Contract as follows:

1. Term of Agreement. CITY and Contractor agree to extend the term of the Contract under Section 12 of the Original Solid Waste Collection Contract to February 15, 2023.
2. The Parties agree that there will be no change in rates from Contractor in the City's Fiscal Year 2021, Fiscal Year 2022 and Fiscal Year 2023.
4. Effective October 1, 2021, City shall have the authority but not the obligation, to raise the franchise fee from 10% up to a maximum of 17.5%.
5. After October 1, 2021, the City may, by written notice of no less than 120 days prior to change, select from a predetermined menu pricing as shown below for other residential pickup service alternatives:

#	Option	Charge to City
1	Current (Unchanged)	\$9.32
2	Current Plus Take All Brush	\$12.11
3	Once a Week with One Cart to Every Household	\$9.32
4	Twice a Week with One Cart to Every Household	\$14.01
5	Current Plus Take All Brush and Bulk	\$21.08

6. The Contract requires a \$13,904.84 annual payment to the Environmental Co-op, which is no longer active in the City of Terrell. The Parties agree that this payment shall be made annually to the City of Terrell for repairs and improvements to the building and grounds of the former Environmental Co-op facility.

7. All other provisions of the Contract not specifically amended by this Amendment shall remain in full force and effect.

8. This Amendment constitutes the entire agreement between the Parties relative to the subject matter hereof. There have not been and are no agreements, covenants, representations or warranties between the Parties, either oral or written, relative to such subject matter other than those expressly stated or provided for herein.

9. This Amendment may be executed in multiple counterparts, each of equal dignity and effect and each being deemed an original instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the 2015 Contract for Citywide Solid Waste Collection Services as of the date first set forth above.

WASTE CONNECTION LONE STAR, INC., a Texas Corporation.

By: _____
Rob Nielsen, Regional Vice-President

CITY OF TERRELL, TEXAS
a Municipal Corporation

By: _____
E. Rick Carmona, Mayor

ATTEST:

Dawn Steil, City Secretary

APPROVED AS TO FORM:

Mary Gayle Ramsey, City Attorney