

AGENDA

Regular City Council Meeting

7:00 PM - Tuesday, February 2, 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 Regular City Council Meeting at 7:00 p.m. on Tuesday, February 2, 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, February 2, 2021 will be provided to the City Council members and read into the record for the Tuesday, February 2, 2021 City Council Meeting.

Page

1. CALL TO ORDER

2. INVOCATION

Malcolm Duncan, East Moore Church of Christ

3. PLEDGE TO AMERICAN FLAG AND TEXAS FLAG.

4. MAYOR AND COUNCIL COMMUNITY RECOGNITION AND EVENTS

4.1. Proclamation for Black History Month
[black history month 2021](#)

6

5. ADOPTION OF MINUTES

5.1. Discuss and Consider Minutes of the Special City Council Meeting and Workshop on January 12, 2021, the Special City Council Meeting and Workshop on January 19, 2021, and the Regular City Council Meeting on January 19, 2021. 7 - 14

[Special City Council Meeting and Workshop - Jan 12 2021 - Minutes - Pdf](#)

[Regular City Council - Jan 19 2021 - Minutes - Pdf](#)

[Special City Council Meeting and Workshop - Jan 19 2021 - Minutes - Pdf](#)

6. 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.

7. DISCUSS COVID-19 UPDATE

7.1. Discuss COVID-19 Update. 15

[Final Free rides to shots release](#)

7.2. Discuss and Consider Mutual Aid Agreement With Kaufman County 16 - 19 Regarding Vaccination Hub.

[MUTUAL AID AGREEMENT](#)

8. BOARDS AND COMMISSIONS

8.1. Discuss and Consider Terrell Economic Development Corporation 20 - 22 Board Appointments.

[council board responsibilities](#)

[TEDC Board](#)

8.2. Discuss and Consider Planning and Zoning Commission Appointments. 23 - 32

[council board responsibilities](#)
[Planning-Zoning Board](#)
[P-Z Applications](#)

8.3. Discuss and Consider Zoning Board of Adjustments Appointments. 33 - 41
[council board responsibilities](#)
[ZBA](#)
[ZBA Applications](#)

9. CITY COUNCIL BUSINESS

9.1. Discuss and Consider Resolution No. 1009, A Resolution Of The City 42 - 45
Council Of The City Of Terrell, Kaufman County, Texas, Calling A
General Election For City Council District No. 2 And City Council District
No. 4 To Be Administered By The Kaufman County Election Officer On
Saturday May 1, 2021, For The Purpose Of Electing A Council Member
For District No. 2 And A Council Member For District No. 4 For A Three
(3) Year Term; Designating The Polling Places And Filing Deadlines;
Ordering Notices Of Election To Be Posted And Published As
Prescribed By Law In Connection With Such Election And Providing An
Effective Date.
[Resolution No. 1009](#)

9.2. Discuss and Consider Resolution No. 1010, A Resolution Of The City 46 - 52
Council Of The City Of Terrell, Texas, Approving The Contract For
Election Services Between The City Of Terrell And Brenda Samples,
Tax Assessor-Collector Of Kaufman County Serving As County Election
Officer To Conduct The City Election Scheduled For May 1, 2021;
Authorizing The City Manager To Negotiate And Execute The Contract
For Election Services For The May 1, 2021 Election; And Providing An
Effective Date.

[Resolution No. 1010](#)
[City of Terrell Contract](#)

9.3. Discuss and Consider Selection of Mayor Pro Tem.
9.4. Discuss and Consider Selection of Deputy Mayor Pro Tem.
9.5. Discuss February City Council Calendar. 53
[February Calendar](#)

10. BUSINESS ITEMS

10.1. Discuss and Consider Resolution No. 1006, A Resolution Of The Of The 54 - 66
City Council Of The City Of Terrell Texas Authorizing The Funding For

Downtown Building Renovation.

[Resolution No. 1006](#)

[PADIC Resolution 2020-2](#)

[TIF Resolution 2021-1](#)

10.2. Discuss and Consider Resolution No. 1007, A Resolution Of The City Council Of The City Of Terrell Texas Approving A Transfer Of Funds From The Reinvestment Zone (TIRZ #1) To The City Of Terrell, Texas, For Downtown Building Renovations. 67 - 98

[Resolution No. 1007](#)

[Mark Thacker contract](#)

[TIF Resolution 2021-2](#)

[PADIC Resolution 2020-1](#)

10.3. Discuss and Consider Resolution No. 1012, A Resolution Authorizing Continued Participation With The Atmos Cities Steering Committee; And Authorizing The Payment Of Five Cents Per Capita To The Atmos Cities Steering Committee To Fund Regulatory And Related Activities Related To Atmos Energy Corporation. 99 - 107

[Resolution No. 1012](#)

11. DISCUSSION ITEMS

11.1. Discuss Strategic Plan Update. 108
[Strategic Plan](#)

12. 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.

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

14. 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 Friday, January 28, 2021 -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.



Office of the Mayor of the City of Terrell
Proclamation

WHEREAS, February has been designated as Black History Month, and will be observed in the City of Terrell with special events and presentations; and

WHEREAS, this observance creates an opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our city, state and nation; and

WHEREAS, such knowledge can strengthen citizens' insights regarding human rights, the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups and the continuing struggle against racial discrimination and poverty; and

WHEREAS, in 2020, Terrell hosted the traveling Tuskegee Airman exhibit at the BFTS Museum, recognizing America's first African-American military pilots who fought in Word War II; and

WHEREAS, the MLK Celebration of Terrell, Inc., a non-profit, 501 (c) (3) organization dedicated to upholding the ideals of the late Civil Rights activist Dr. Martin Luther King Jr., hosts an annual educational program; and

WHEREAS, Terrell ISD hosts an annual Black History Program featuring entertainment and speakers; and

WHEREAS, the City of Terrell has benefitted from many black leaders who continue making contributions in various areas such as education, business, healthcare, entertainment and municipal government.

NOW, THEREFORE, I Rick Carmona, by virtue of the authority vested in me as Mayor, and on behalf of the Terrell City Council, do hereby proclaim the month of February 2021 as:

"BLACK HISTORY MONTH"

and urge all residents to assist and encourage activities and programs being held in conjunction with this month-long celebration and to join together in making this a period of rededication to the principles of justice and equality for all people.

IN WITNESS WHEREOF, I have hereunto set my hand, and caused the Corporate Seal of the City of Terrell, Texas, to be affixed, this the 2nd day of February, 2021.

E. Rick Carmona, Mayor

Grady Simpson
Mayor Pro Tem

Tim Royse
Deputy Mayor Pro Tem

Mayrani Velazquez
Council Member

Charles Whitaker
Council Member





MINUTES

Special City Council Meeting and Workshop Meeting

6:00 PM - Tuesday, January 12, 2021

Terrell Police Headquarters, 1100 N. State Highway 34, Terrell, TX

The City of Terrell Council conducted a Special City Council Meeting and Workshop on Tuesday, January 12, 2021 at 6:00 PM in the Terrell Police Headquarters, 1100 N. State Highway 34, Terrell, TX.

**COUNCIL
PRESENT:** Mayor Rick Carmona
District 5 Tim Royse
District 2 Grady Simpson
District 3 Mayrani Velazquez
District 4 Charles Whitaker

**COUNCIL
ABSENT:**

STAFF PRESENT: City Manager Mike Sims
City Secretary Dawn Steil
Assistant City Attorney Greg Shumpert

1 CALL TO ORDER

Mayor Rick Carmona called the meeting to order.

2 INVOCATION

Grady Simpson gave the invocation.

3 PLEDGE TO AMERICAN FLAG AND TEXAS FLAG

Mayor Rick Carmona led the pledge.

4 HEAR REMARKS FROM VISITORS.

None.

5 DISCUSSION ITEMS

a) Discuss Street Assessment and Maintenance.

Frank Stephens and Sam Mota representing Schaumburg and Polk Inc. and Director of Public Services Glenn Caldwell presented this item to Council for discussion.

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

Section 551.074 Consultation With Attorney - Pending or Contemplated Litigation.

ITEM 5.1.

Draft

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

No action taken.

8 ADJOURN.

E. Rick Carmona, Mayor

Attest:

Dawn Steil, City Secretary



MINUTES

Regular City Council Meeting

7:00 PM - Tuesday, January 19, 2021

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

The City of Terrell City Council conducted a Regular City Council meeting on Tuesday, January 19, 2021 at 7:00 PM in the City Council Chambers, 201 E. Nash Street, Terrell, TX.

COUNCIL PRESENT: Mayor Rick Carmona
 District 2 Grady Simpson
 District 3 Mayrani Velazquez
 District 4 Charles Whitaker
 District 5 Tim Royse

COUNCIL ABSENT:

STAFF PRESENT: City Manager Mike Sims
 City Secretary Dawn Steil

1 CALL TO ORDER

Mayor Rick Carmona called the meeting to order.

2 INVOCATION

Grady Simpson gave the invocation.

3 PLEDGE TO AMERICAN FLAG AND TEXAS FLAG.

Mayor Rick Carmona led the pledge.

4 MAYOR AND COUNCIL COMMUNITY RECOGNITION AND EVENTS

Mayor Rick Carmona acknowledged fallen law enforcement officers in the United States.

5 ELECTION BUSINESS

- a) Swear in District 3 Council Member Mayrani Velazquez.
Kaufman County Judge Hal Richards issued the oath of office to District 3 Council Member Mayrani Velazquez.
- b) Discuss May Election Calendar.
City Secretary Dawn Steil presented this item to Council for discussion.

6 ADOPTION OF MINUTES

- a) Discuss and Consider Minutes from the Special City Council Meeting and Workshop on

November 19, 2020, the Special City Council Meeting and Workshop on January 5, 2021, and the City Council Meeting on January 5, 2021.

Charles Whitaker moved to approve the Special City Council Meeting and Workshop on November 19, 2020, the Special City Council Meeting and Workshop on January 5, 2021, and the City Council Meeting on January 5, 2021., with Grady Simpson seconding the motion. Carried by the following votes:

Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse

7 HEAR REMARKS FROM VISITORS.

No one came forward to speak.

8 BOARDS AND COMMISSIONS

- a) Discuss Upcoming Board and Commission Vacancies.

City Secretary Dawn Steil presented this item to Council for discussion.

- b) Discuss and Consider Planning and Zoning Board Appointments.

Mayrani Velazquez moved to table item 8.2, with Tim Royse seconding the motion. Carried by the following votes:

Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse

- c) Discuss and Consider Zoning Board of Adjustments Appointments.

Mayrani Velazquez moved to table item 8.3, with Tim Royse seconding the motion. Carried by the following votes:

Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse

9 PUBLIC HEARING

- a) Conduct a public hearing to receive comments regarding a Final Plat (FP 20-14) of Lot 1 & 2, Block 1, Aguilar Addition, being a replat of Lot 7, Block 123 of the West End Addition, City of Terrell, Kaufman County, Texas. The lots will be approximately 7,300 square feet each. The property is also known as 202 West End, City of Terrell, Kaufman County, Texas. The property is currently zoned as Single-Family-6 (SF-6) district.

Director of Municipal Development Charles Fenner made opening comments.

Mayor Rick Carmona opened the Public Hearing.

No one came forward to speak.

Mayor Rick Carmona closed the Public Hearing.

- b) Discuss and Consider a Final Plat (FP 20-14) of Lot 1 & 2, Block 1, Aguilar Addition, being a replat of Lot 7, Block 123 of the West End Addition, City of Terrell, Kaufman County, Texas. The lots will be approximately 7,300 square feet each. The property is also known as 202 West End, City of Terrell, Kaufman County, Texas. The property is currently zoned as Single-Family-6 (SF-6) district.

Tim Royse moved to approve Final Plat (FP 20-14) of Lot 1 & 2, Block 1, Aguilar Addition, being a replat of Lot 7, Block 123 of the West End Addition, City of Terrell, Kaufman County, Texas. The lots will be approximately 7,300 square feet each. The

property is also known as 202 West End, City of Terrell, Kaufman County, Texas. The property is currently zoned as Single-Family-6 (SF-6) district. , with Mayrani Velazquez seconding the motion. Carried by the following votes:

Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse

10 BUSINESS ITEMS

a) Discuss and Consider Resolution No. 1008, A Resolution Of The City Council Of The City Of Terrell, Texas, Ratifying The Eighth Amendment To Contract And Approving The Ninth Amendment To Contract Between The City Of Terrell Texas And Waste Connection Lone Star, Inc. To Provide Solid Waste Collection And Disposal Services In The City Of Terrell, Kaufman County, Texas; Authorizing The City Manager Or His Designee To Execute The Eighth Amendment To Contract And The Ninth Amendment To Contract.

Tim Royse moved to approve Resolution No. 1008, A Resolution Of The City Council Of The City Of Terrell, Texas, Ratifying The Eighth Amendment To Contract And Approving The Ninth Amendment To Contract Between The City Of Terrell Texas And Waste Connection Lone Star, Inc. To Provide Solid Waste Collection And Desposal Services In The City Of Terrell, Kaufman County, Texas; Authorizing The City Manager Or His Designee To Execute The Eighth Amendment To Contract And The Ninth Amendment To Contract , with Grady Simpson seconding the motion. Carried by the following votes:

Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse

b) Discuss and Consider Kaufman County Transportation Projects Interlocal Agreement.

Tim Royse moved to authorize the Mayor to enter into the Kaufman County Transportation Projects Interlocal Agreement, with Mayrani Velazquez seconding the motion. Carried by the following votes:

Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse

c) Discuss and Consider Legislative Positions.

Mayrani Velazquez moved to endorse the City of Terrell State Legislative Policy Positions as presented, with Grady Simpson seconding the motion. Carried by the following votes:

Ayes: Grady Simpson, Mayrani Velazquez, Charles Whitaker, and Tim Royse

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

Passed.

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

Passed.

13 ADJOURN.

E. Rick Carmona, Mayor

Attest:

Dawn Steil, City Secretary



MINUTES

Special City Council Meeting and Workshop Meeting

4:30 PM - Tuesday, January 19, 2021

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

The City of Terrell Council conducted a Special City Council Meeting and Workshop on Tuesday, January 19, 2021 at 4:30 PM in the City Council Chambers, 201 E. Nash Street, Terrell, TX.

**COUNCIL
PRESENT:** Mayor Rick Carmona
District 5 Tim Royse
District 2 Grady Simpson
District 3 Mayrani Velazquez
District 4 Charles Whitaker

**COUNCIL
ABSENT:**

STAFF PRESENT: City Manager Mike Sims
City Secretary Dawn Steil
City Attorney Mary Gayle Ramsey

1 CALL TO ORDER

Mayor Rick Carmona called the meeting to order.

2 INVOCATION

Grady Simpson gave the invocation.

3 PLEDGE TO AMERICAN FLAG AND TEXAS FLAG

Mayor Rick Carmona led the pledge.

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 DISCUSSION ITEMS

a) Discuss COVID-19 and Vaccination Update.

Director of Emergency Management Dustin Conner presented this item to Council for discussion.

- b) Discuss 2021 Overview and Strategic Plan.
City Manager Mike Sims will present this item to Council for discussion.
- c) Discuss Hotel Occupancy Tax Recap.
City Manager Mike Sims will present this item to Council for discussion.
- d) Discuss Policy Governing The Naming Or Renaming Of City Facilities, Streets And Parkland.
City Manager Mike Sims presented this item to Council for discussion.
- e) Discuss Employee Census Report.
Director of Human Resources Carol Holland presented this item to Council for discussion.
- f) Discuss Monthly Financial Report.
Director of Housing/Finance presented this item to Council for discussion.

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

Passed.

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

Passed.

8 ADJOURN.

E. Rick Carmona, Mayor

Attest:

Dawn Steil, City Secretary



January 29, 2021

For Immediate Release

FREE RIDES TO ALL VACCINATION LOCATIONS

TERRELL, Texas – STAR Transit is providing free rides for persons with confirmed appointment to get the COVID 19 vaccine shots. The curb-to-curb service extends outside of the agency's service area. Rides are available Monday – Friday, 6:00 a.m. – 6:00 p.m. For this purpose, STAR Transit is temporarily adding Saturday service from 7:00 a.m. – 6:00 p.m. Reservations should be made at least one service day in advance and are based on vehicle availability.

"STAR Transit understands the reasons why receiving the vaccine is so important for everyone, and we are committed to helping in the best way we can—offering free rides to all persons living and working in our service area," said Tommy Henricks, Executive Director.

"We are treating this request like we would a medical appointment which means a person within our service area can travel to any vaccination site in our service area including all of Dallas County", he continued.

To schedule a free ride, call STAR Transit at least one business day but not more than two weeks in advance of the desired trip. Scheduling Agents are available during normal business hours Monday-Friday (8:00 a.m. – 4:00 p.m.) at (877) 631-5278. *Se Habla Español.* For same day service in Terrell, Kaufman, Mesquite and Balch Springs, book through the STARNow app, using the promo code **C19VA** for the no-fare ride. (The app can be downloaded free from the Apple App Store or Google Play Store.)

STAR Transit serves Kaufman County, Rockwall County, Seagoville, Balch Springs, Mesquite, DeSoto and Hutchins.

The Fleet Department continues intense cleaning and sanitizing of all vehicles throughout the day. Drivers have been provided hand sanitizer, masks, gloves, and are equipped with disinfecting spray to use during their shifts.

About STAR Transit. Founded in 1988, STAR Transit is the fourth largest transit agency in the North Central Texas region—and the largest not funded by sales tax. Revenues are derived from federal and state grants as well as local partnerships with cities, counties and businesses. STAR Transit provides safe, affordable and convenient transportation to the general public, seniors, veterans, and persons with disabilities for access to jobs, healthcare, personal services, retail, and entertainment, etc. More than 100 employees are responsible for providing over 235,000 rides annually. The agency is headquartered in Terrell, TX. For more information, visit STARtransit.org.

STATE OF TEXAS

COUNTY OF KAUFMAN



MUTUAL AID AGREEMENT

WHEREAS, Chapter 791 of the Texas Government Code authorizes agreements between political subdivisions of the state in order to more efficiently provide services to the citizens of the State of Texas; and

WHEREAS, local government authorities have a responsibility to act in time of emergency as provided by Chapter 418 of the Texas Government Code, also known as the Texas Disaster Act of 1975, for the purposes expressed in Sec. 418.002 of the Act; and

WHEREAS, the County of Kaufman and the City of Terrell, political subdivisions of the State of Texas, desire to mutually cooperate to aid one another in time of emergency, the party providing aid, hereinafter referred to as the "Providing Jurisdiction" and the Party receiving aid, hereinafter referred as the "Receiving Jurisdiction," collectively "the Parties".

NOW, THEREFORE, in consideration of the above recitals and covenants contained herein, the Parties hereto agree as follows:

1. The Providing Jurisdiction hereby agrees to provide, through its Office of Emergency Management or equivalent, in consultation with its elected officials or designees and pursuant to its emergency management plan, such mutual aid as may be requested by the Requesting Jurisdiction for emergency conditions as defined by the Texas Disaster Act of 1975. The aid rendered shall be to the extent of available personnel and equipment not required for the minimum needs of the Providing Jurisdiction. The judgment of the Providing Jurisdiction shall be the final decision as to the personnel and equipment so available. Any requests for aid must be verified, in written form to the Mayor of the City of Terrell and its Emergency Management Director.

2. Personnel dispatched to the aid of another jurisdiction shall remain the employees of the Providing Jurisdiction, but shall work under the supervision of the Requesting Jurisdiction. The Providing Jurisdiction maintains the right to withdraw any and all aid rendered, at any time, when in the sole judgment of the Providing Jurisdiction, such action is necessary or advisable.

3. The Providing Jurisdiction will render such aid to the Requesting Jurisdiction, and the Requesting Jurisdiction agrees to compensate the Providing Jurisdiction for costs incurred as expeditiously as possible. It is specifically understood and agreed between the Parties that the Providing Jurisdiction will seek, if available, reimbursement from other potential sources for the services provided to the Requesting Jurisdiction. It is further understood and agreed that the Requesting Jurisdiction will reimburse the Providing Jurisdiction, in full, for those expenses that

ITEM 7.2.

relate directly to the services the Providing Jurisdiction rendered for the Requesting Jurisdiction. In this regard, it is understood that the Receiving Jurisdiction will reimburse the Providing Jurisdiction for straight time, overtime, or emergency time rates the Providing Jurisdiction is required to pay at the time as well as or reasonable charges for equipment used.

4. The Providing Jurisdiction will maintain workers compensation coverage for its employees and at its sole option, may provide liability insurance coverage for its vehicles and equipment. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement.

5. It is understood that, in order for any Providing Jurisdiction to receive payment for aid provided, it must comply with procedures for submitting documentation that clearly itemizes and supports its claim and that if adequate documentation supporting the claim is not timely submitted, payment for the services/aid rendered will be denied until such deficiencies are corrected. It is further agreed that the Requesting Jurisdiction will maintain copies of all documentation submitted in support of its claim until released by the City of Terrell. The Parties hereby acknowledge that they have received adequate information to enable them to properly prepare and submit their claims for payment.

6. Neither Party to this Agreement shall be liable for its failure or refusal to render aid pursuant to this Agreement and no third person is entitled to rely on this Agreement as the basis for any claim against any Party hereto.

7. This Agreement shall be effective on the last date executed by any Party hereto and shall remain in full force and effect unless and until terminated by a Party by giving written notice of such termination to the Mayor of the City of Terrell and its Emergency Management Director .

8. Requests for aid should be made to:

Rick Carmona, Mayor and Emergency Management Director
City of Terrell, Texas
201 E. Nash St,
Terrell, Texas, 75160

Dustin Conner, EMC
Office of Emergency Management 201 E. Nash St,
Terrell, Texas, 75160
972-551-6600

IN WITNESS WHEREOF, this Agreement has been duly executed by the signatures hereto being duly authorized by the appropriate action of their respective governing bodies as required by law.

Rick Carmona, Mayor and Emergency Management Director
City of Terrell, Texas

Date: _____

Hal Richards, County Judge
Kaufman County

Date: _____

City of Terrell, Texas
Mayor/Emergency Management Director
Attn: Office of the Mayor
201 East Nash Street
Terrell, Texas 75160

REQUEST FOR MUTUAL ASSISTANCE

In accordance with the Mutual Aid Agreement between the City of Terrell Texas, and Kaufman County, Texas, Kaufman County requests mutual aid for operation of a COVID-19 vaccination hub related to the COVID-19 pandemic emergency response. Kaufman County understands in accordance with paragraph three of the Mutual Aid agreement, that all costs associated with this request be paid as expeditiously as possible.

Signed:

Date:

Kaufman County Judge, Hal Richards
Kaufman County, Texas

Attest: _____
By: _____

Council Board Responsibilities

Board	Council Member
Airport	Rick Carmona
Animal Advisory Board	Grady Simpson
Building Standards	Tim Royse
Civil Service	Grady Simpson
Economic Development	Rick Carmona
Library	Charles Whitaker
Park	Tim Royse
Zoning Board of Adjustments	Mayrani Velazquez
TIF/Power Center	Mayrani Velazquez
Planning and Zoning	Mayrani Velazquez

ITEM 8.1.

Member	Contact Information	Term Count	Appointed Re-Appointed	Term Expiration
Terrell Economic Development Corporation				
Terry Barber, Secretary Appointed November 2017 to fill the unexpired term of Kenneth Schoen who resigned.	408 E. College Terrell, TX 75160 W: 972-563-5362 M: 214-878-0624 EM: tbarber@kaufmancounty.net	1	1/1/2018	Jan-21
Bruce Wood, Chairman Appointed 6-19-19, Replaced Rick Carmona Appointed 12/20/2005 Resigned 2/18/19 to run for Mayor	Tower Circle Terrell, Texas 75160 M: 972-978-8661 jbwood47@yahoo.com	1	6/19/2019	Jun-22
Robert Messer Original appt. date - 01/19/2016 Replacing Douglas Howie who resigned eff. 1/12/16 in order to apply and serve on TIF/Power Center	313 Laurel Trail Terrell, Texas 75160 T: 972-563-0621 W: 214-863-6530 M: 214-356-7301 EM: robertmesser@anbtx.com	1	1/1/2019	Jan-22
Carol Ohmann appointed to replace Charles Gann who resigned.	803 Airport Rd. Terrell, TX 75160 W: 972-551-6100 M: 214-770-1585 EM: cohmann@obe.com	1	1/21/2018	Jan-21

ITEM 8.1.

Charles Whitaker Appointed 2-19-19 Replaced Jack Jones who resigned 2-1-19, Originally appointed 2007	207 Stonegate Terrell, Texas 75160 M: 214-796-5737 EM: chaswhit02@yahoo.com	1	2/14/2019	Feb-22
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(3) Year Terms Board of Directors By-Laws of TEDC Article II Section I				
Request Reappointment Needs Replacement				

Council Board Responsibilities

Board	Council Member
Airport	Rick Carmona
Animal Advisory Board	Grady Simpson
Building Standards	Tim Royse
Civil Service	Grady Simpson
Economic Development	Rick Carmona
Library	Charles Whitaker
Park	Tim Royse
Zoning Board of Adjustments	Mayrani Velazquez
TIF/Power Center	Mayrani Velazquez
Planning and Zoning	Mayrani Velazquez

ITEM 8.2.

Member	Contact Information	Term Count	Appointed / Re-App't'd	Term Expiration
Planning & Zoning Commission				
Rosi Jaurez Original Appointment 9/19/2017	204 Heath Terrell, TX 75160 H: M: 713-818-5328 EM: rosi@fun-folks-unlimited.com	2	4/1/2020	Apr-22
Jenny Heisel Vice-Chairman Original Appt. Date - 11/15/2016 Vice- Chairman elect 7/23/2020	302 Lovers Lane Terrell, TX 75160 T: 972-563-6408 M: 214-384-3031 EM: jenny.heisel@suddenlink.net	2	2/14/2019	Feb-21
Jorge Vargas originally appointed 11-17-2020 replaced Vickie Anderson who termed out	810 E. College Street Terrell, Texas 75160 M: 469-474-5245 EM: sgtvargas74@yahoo.com	1	11/17/2020	Nov-22
Carolyn A. Wimberly Replaced Kathy Russell termed out.	1121 S. Frances Terrell, TX 75160 H: 214-733-2237 M: W: EM: carolwimber@aol.com	1	7/24/2018	Jul-20
Trini B. Jones Original appointment date - 10/20/2015	136 E. McCoulskey Terrell, TX 75160 M: 469-343-8245 EM: trinibjones@gmail.com	2	2/14/2019	Feb-21

ITEM 8.2.

Garrett Carlisle Original Appointment June 30, 2020 to replace Carolyn Fairley who termed out	307 Talty Road Terrell, TX 75160 C: 972-489-6456 EM: garrett@cliffviewassetgroup.com	1	6/30/2020	Jun-22
Stephanie Thomas Original Appointment: April 18, 2017 to replace Bruce Loflin who resigned.	1815 Trailview Terrell, TX 75160 H: 972-551-3466 M: 214-335-3670 EM: stephaniethomasrn@yahoo.com	2	5/21/2019	May-21
Danny Stephens- CHAIRMAN Orig. Appt. Date - 1/5/17	307 W. Moore Ave Terrell, Texas 75160 T: 972-524-5025 C: 214-926-9204 EM: dannystephens@sbcglobal.net	2	2/14/2019	Feb-21
Joe Hood - Replaced Jerry Yates term out.	506 Fox Terrell, TX 75160 T: 972-977-7507 W: C: 972-977-7505 EM: cmdrjoehood@yahoo.com	2	5/21/2019	May-21
(3) Terms: 2 years 4th Tuesday of each month Quorum: 5 members Ordinance 2350				
Request Reappointment				
Needs a Replacement				

Not Eligible	
Appointed to Board	No
First Name	Stacey
Last Name	Browning
Email	staceybrowning@ebby.com
Address	121 Lexington Dr
City	Terrell
State	Texas
Zip Code	75160
Occupation	Realtor
Resident of Terrell?	Yes
If Yes, How Many Years?	8
Airport Board	
Civil Services Board	
Building Standards Board	
Library Board	
Tax Increment Financing Reinvestment Number 1 Board	
Parks Board	
Planning and Zoning Commission	1
Economic Development Corporation	2
Zoning Board of Adjustments	
Kaufman County Appraisals	

Park and Downtown Improvements Corporation	3
Qualifications	Am familiar with the real estate market, founded the community service organization - Daughters of the American Revolution, served one term on ZBA, attended Terrell Citizens University
Special Qualifications	Terrell Citizens University
Notes	
Admin Notes	

First Name	Gabriel
Last Name	Cabrera
Home Phone	323-718-1237
Mobile	214-948-4242
Email	gabriel.cabrera@dallascityhall.com
Address	408 S Frances Street
City	Terrell
State	Texas
Zip Code	75160
Occupation	Fir Protection Engineer
Resident of Terrell?	Yes
If Yes, How Many Years?	5
Qualifications	Building Department employee Building Code Specialist Fire Code Specialist Existing Building Code Specialist
Special Qualifications	Attended None of These
Board Preference Rating	7

Not Eligible	
Appointed to Board	No
First Name	Ashley
Last Name	Fivecoat
Email	ashley5coat@gmail.com
Address	1007 Griffith Ave.
City	Terrell
State	Texas
Zip Code	75160
Occupation	Realtor
Resident of Terrell?	Yes
If Yes, How Many Years?	33
Airport Board	
Civil Services Board	
Building Standards Board	
Library Board	
Tax Increment Financing Reinvestment Number 1 Board	
Parks Board	
Planning and Zoning Commission	
Economic Development Corporation	
Zoning Board of Adjustments	
Kaufman County Appraisals	

Park and Downtown Improvements Corporation	
Qualifications	Terrell resident majority of my life, extremely connected to the residents. Work in real estate and have knowledge of both residential and commercial construction from both professional and personal experience.
Special Qualifications	Attended None of These
Notes	
Admin Notes	

First Name	Stephanie
Last Name	Fuller
Home Phone	
Mobile	2143847025
Email	storm_trpr27@yahoo.com
Address	305 Runnels
City	Terrell
State	Texas
Zip Code	75160
Occupation	Education
Resident of Terrell?	Yes
If Yes, How Many Years?	5
Qualifications	=>Native Terrell Resident/Homegrown =>20+ years in Education (as a teacher, administrator, and central office) =>Able to problem-solve =>Clear and concise decision-making skills =>Time to devote to the board itself and to the responsibilities that come with the position
Special Qualifications	Terrell Citizens University
Board Preference Rating	1

First Name	Felicia
Last Name	Spencer
Home Phone	9729216425
Mobile	9729216425
Email	netxrealtor69@gmail.com
Address	404 Main St
City	Terrell
State	Texas
Zip Code	75160
Occupation	Realtor
Resident of Terrell?	Yes
If Yes, How Many Years?	16
Qualifications	I don't know what would qualify me, but I am a Realtor here, I am a certified Historical Home Specialist, and I love my hometown. I know a lot of people, I feel, but also do not know a lot so I'd like to know more people and help make our city's reputation better and better.
Special Qualifications	Attended None of These
Board Preference Rating	3

Council Board Responsibilities

Board	Council Member
Airport	Rick Carmona
Animal Advisory Board	Grady Simpson
Building Standards	Tim Royse
Civil Service	Grady Simpson
Economic Development	Rick Carmona
Library	Charles Whitaker
Park	Tim Royse
Zoning Board of Adjustments	Mayrani Velazquez
TIF/Power Center	Mayrani Velazquez
Planning and Zoning	Mayrani Velazquez

ITEM 8.3.

Member	Contact Information	Term Count	Appointed Re-Appointed	Term Expiration
Zoning Board of Adjustments				
Jimmy Cooper CHAIRMAN (10/26/2020) Original appointment date - Jan. 3, 2017 Replaced Stacey Browning who was not reappointed.	222 Elm Drive Terrell, TX 75160 M: 972-955-8736 EM: jim@jarepllc.com	1	2/5/2019	Feb-21
OPEN	Terrell, TX 75160 T: EM:	0	0	Dec-01
Dr. Kameka Miller Orig. Appt. Date - 2/5/19 to replace Dawn Steil who resigned 11/9/18 due to City of Terrell employment	ADDRESS Terrell, Texas 75160 C: 601-720-2828 W: EM:	1	2/5/2019	Feb-21
Jerry Yates- replaced Valente Briones	109 Brookhollow Terrell, TX 75160 972-669-4654	2	10/20/2020	Oct-22
Gene Glaeser CHAIRMAN Appointed April, 2011	PO Box 1255 Terrell, TX 75160 H: 972-551-1868 C: 214-862-1112 EM: gglaeser@yahoo.com	3	4/23/2018	Apr-20
Carolyn Fairley Appointed 10/20/20, replaced Bill Sweazea who did not seek a 3rd term	1007 N. Frances Terrell, TX 75160 C: 972-322-1990 EM: carolyn@rmlandmark.com	1	10/10/2020	Oct-22

ITEM 8.3.

Karen Jones VICE-CHAIRMAN (10/26/2020)	150 Redwood Lane Terrell, Texas 75160 C: 469-474-9719 H: 972-524-1499 EM: TISDWife@yahoo.com	1	2/5/2019	Feb-21
(3) Terms: 2 years Quorum: 4 members Ordinance 2357				
Request Reappointment				
Needs Replacement 2011 Honorees: Chris Simpson Frank Finan				

First Name	Vickie
Last Name	Anderson
Home Phone	
Mobile	214 646 5933
Email	vanderson@dallasisd.org
Address	1017 S. Medora
City	Terrell
State	Texas
Zip Code	75160
Occupation	Budget Manager
Resident of Terrell?	Yes
If Yes, How Many Years?	21
Qualifications	Airport Board 2 Planning & Zoning 4
Special Qualifications	Terrell Citizens University
Board Preference Rating	1

First Name	Gabriel
Last Name	Cabrera
Home Phone	323-718-1237
Mobile	214-948-4242
Email	gabriel.cabrera@dallascityhall.com
Address	408 S Frances Street
City	Terrell
State	Texas
Zip Code	75160
Occupation	Fir Protection Engineer
Resident of Terrell?	Yes
If Yes, How Many Years?	5
Qualifications	Building Department employee Building Code Specialist Fire Code Specialist Existing Building Code Specialist
Special Qualifications	Attended None of These
Board Preference Rating	7

Not Eligible	
Appointed to Board	No
First Name	Ashley
Last Name	Fivecoat
Email	ashley5coat@gmail.com
Address	1007 Griffith Ave.
City	Terrell
State	Texas
Zip Code	75160
Occupation	Realtor
Resident of Terrell?	Yes
If Yes, How Many Years?	33
Airport Board	
Civil Services Board	
Building Standards Board	
Library Board	
Tax Increment Financing Reinvestment Number 1 Board	
Parks Board	
Planning and Zoning Commission	
Economic Development Corporation	
Zoning Board of Adjustments	
Kaufman County Appraisals	

Park and Downtown Improvements Corporation	
Qualifications	Terrell resident majority of my life, extremely connected to the residents. Work in real estate and have knowledge of both residential and commercial construction from both professional and personal experience.
Special Qualifications	Attended None of These
Notes	
Admin Notes	

First Name	Stephanie
Last Name	Fuller
Home Phone	
Mobile	2143847025
Email	storm_trpr27@yahoo.com
Address	305 Runnels
City	Terrell
State	Texas
Zip Code	75160
Occupation	Education
Resident of Terrell?	Yes
If Yes, How Many Years?	5
Qualifications	=>Native Terrell Resident/Homegrown =>20+ years in Education (as a teacher, administrator, and central office) =>Able to problem-solve =>Clear and concise decision-making skills =>Time to devote to the board itself and to the responsibilities that come with the position
Special Qualifications	Terrell Citizens University
Board Preference Rating	1

First Name	Felicia
Last Name	Spencer
Home Phone	9729216425
Mobile	9729216425
Email	netxrealtor69@gmail.com
Address	404 Main St
City	Terrell
State	Texas
Zip Code	75160
Occupation	Realtor
Resident of Terrell?	Yes
If Yes, How Many Years?	16
Qualifications	I don't know what would qualify me, but I am a Realtor here, I am a certified Historical Home Specialist, and I love my hometown. I know a lot of people, I feel, but also do not know a lot so I'd like to know more people and help make our city's reputation better and better.
Special Qualifications	Attended None of These
Board Preference Rating	3

RESOLUTION NO. 1009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TERRELL, KAUFMAN COUNTY, TEXAS, CALLING A GENERAL ELECTION FOR CITY COUNCIL DISTRICT NO. 2 AND CITY COUNCIL DISTRICT NO. 4 TO BE ADMINISTERED BY THE KAUFMAN COUNTY ELECTION OFFICER ON SATURDAY MAY 1, 2021, FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER FOR DISTRICT NO. 2 AND A COUNCIL MEMBER FOR DISTRICT NO. 4 FOR A THREE (3) YEAR TERM; DESIGNATING THE POLLING PLACES AND FILING DEADLINES; ORDERING NOTICES OF ELECTION TO BE POSTED AND PUBLISHED AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 41.001 of the Texas Election Code, as amended (the “Code”) specifies that the first Saturday in May shall be a “uniform election date” and that a general election of a city may be held on such day; and

WHEREAS, the City Council of the City of Terrell, Texas, (hereinafter referred to as the “City”) has determined that the City shall conduct general municipal elections on the first Saturday in May, 2021; and

WHEREAS, by this Resolution it is the intention of the City Council to (i) call for said election to be held on said date, (ii) designate the polling places for the election and (iii) establish and set forth procedures for conducting said election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TERRELL, KAUFMAN COUNTY, TEXAS:

Section 1. Incorporation of Premises. That all of the above premises are found to be true and correct and are incorporated into the body of this Resolution as if copied in their entirety.

Section 2. Election Date; Purpose of Election; Officers and Terms of Office. That a General Election is hereby ordered to be held for City Council District No. 2 and City Council District No. 4 on Saturday May 1, 2021, for the purpose of electing a Council Member for District No. 2 and a Council Member for District No. 4 for a three (3) year term.

Section 3. Eligibility for Candidacy. In accordance with Section 22.032 of the Texas Local Government Code and Section 2.01 of the City Charter of the City of Terrell, no person shall be eligible for the office of Council District No. 2 or Council District No. 4 unless he/she is a citizen of the United States; a qualified voter in the State of Texas; have resided within the corporate limits of the City not less than six (6) months preceding Election Day and live in the district he/she wishes to represent; must not have been convicted of a felony and must not be disqualified by reason of any provision of any other section of the Terrell City Charter.

Section 4. Application for a Place on the Ballot. In accordance with Section 143.007 of the Texas Election Code, any eligible and qualified person may have his/her name printed upon the official ballot as a candidate for the office of City Council District No. 2 or City Council District No. 4 by filing his/her sworn application with the City Secretary not later than 5:00 P.M. February 12, 2021. Each such application shall be on a form as prescribed by Texas Election Code Section 141.031. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary or his designee as provided by Texas Election Code Section 52.094. Notice of the time and place for such drawing shall be given in accordance with the Texas Election Code.

Section 5. Election Precinct; Polling Place; Election Hours. City Council District No. 2 and City Council District No. 4 polling places are as designated on Exhibit "A" attached hereto and made a part hereof for all purposes. Said polling places shall be open from 7:00 A.M. until 7:00 P.M. on the date of the election.

Section 6. Early Voting. Early voting by personal appearance shall be conducted as set forth on Exhibit "A".

Applications for ballot by mail shall be requested from and mailed to the Kaufman County Election Officer, Attn: Teresa Floyd, P.O. Box 339, Kaufman, Texas 75142. Applications for ballots by mail must be received no later than the close of business on Tuesday, April 20, 2021.

Section 7. Method of Voting. Election Systems & Software (E.S.&S.) voting machines shall be used for early voting by personal appearance and for Election Day voting. The Kaufman County Election Officer uses HAVA compliant equipment manufactured by Election Systems & Software (E.S.&S.)

Section 8. Governing Law; Qualified Voters. The election shall be held in accordance with the constitution of the State of Texas and the Texas Election Code. All resident qualified electors of the City shall be eligible to vote at the election.

Section 9. Publication and Posting of the Notice. Notice of the election shall be given by posting a Notice of Election on the City Hall bulletin board used for posting notices of the meetings of the City Council not less than twenty-one (21) days prior to the date upon which the election is to be held and by publication of said notice at least once in a newspaper of general

ITEM 9.1.

circulation within the City, the date of said publication to be not less than ten (10) days nor more than thirty (30) days prior to the date set for the election.

Section 10. Delivery of Returns; Preservation of Election Records. The Kaufman County Election Officer shall prepare the unofficial tabulation report after all precincts have been counted and will provide a copy of the report to the City Secretary as soon as possible after all returns have been tabulated. The Kaufman County Election Officer is hereby appointed as the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

Section 11. Canvassing of Returns. The City Council of the City of Terrell shall convene on Tuesday, May 18, 2021, at 7:00 P.M, or at the next regular City Council meeting after receipt of returns from the Kaufman County Election Officer. to canvass the returns of the election.

Section 12. Necessary Action. The City Secretary of the City of Terrell, in consultation with the City Attorney, is hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code in carrying out and conducting the election, whether or not expressly authorized herein.

Section 13. Effective Date. This Resolution shall be in force and effect from and after its passage and it is accordingly **SO RESOLVED.**

PASSED AND APPROVED by the City Council of the City of Terrell, Kaufman County, Texas, on the _____ day of February, 2021.

E. Rick Carmona, Mayor

ATTEST:

Dawn Steil, City Secretary

Exhibit A



**EARLY VOTING LOCATIONS AND TIME PERIODS
MAY 1, 2021 CITY & SCHOOL**

Early Voting: Monday, April 19, 2021 through Tuesday, April 27, 2021

Early voting hours:

- Hours: 8:00 A.M. – 5:00 P.M. Monday, April 19, 2021 through Wednesday April 21, 2021.
- Hours: 7:00 A.M. – 7:00 P.M. Thursday, April 22, 2021
- Hours: 8:00 A.M. – 5:00 P.M. Friday, April 23, 2021
- Hours: 7:00 A.M. – 7:00 P.M. Monday, April 26, 2021
- Hours: 8:00 A.M. – 5:00 P.M. Tuesday April 27, 2021

Locations:

Kaufman County Library, 3790 S. Houston St. Kaufman, TX 75142

Forney Sub Courthouse, 200 E. Main St. Forney, TX 75142

Kemp Sub Courthouse, 103 N. Main St. Kemp, TX 75143

Terrell Sub Courthouse, 408 A. East College St. Terrell, TX 75160

Crandall Combine Community Center, 500 W. Lewis/FM 3039 Crandall, TX 75114

Scurry/Rosser ISD Adm. Bldg., 10705 State Hwy. 34, Scurry, TX 75158

Mabank City Hall., 129 E. Market, Mabank, TX 75147

Voting by Mail: Mail-in ballots should be sent to the address below.

Brenda Samples, Early Voting Clerk, Kaufman County Courthouse Annex, PO Box 339 Kaufman, TX 75142

ELECTION DAY On Election Day, May 1, 2021 voters may vote at any Election Day Polling places from:
7:00 A.M to 7:00 P.M.

CENTRAL COUNTING STATION

Kaufman County Courthouse Annex
100 N. Washington St.
Kaufman, Texas 75142

HAVA COMPLIANT EQUIPMENT

ES&S (Election Systems and Software)
DS200: Digital Image Scanner
Express Vote BMD

RESOLUTION NO. 1010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TERRELL, TEXAS, APPROVING THE CONTRACT FOR ELECTION SERVICES BETWEEN THE CITY OF TERRELL AND BRENDA SAMPLES, TAX ASSESSOR-COLLECTOR OF KAUFMAN COUNTY SERVING AS COUNTY ELECTION OFFICER TO CONDUCT THE CITY GENERAL ELECTION SCHEDULED FOR MAY 1, 2021; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE CONTRACT FOR ELECTION SERVICES FOR THE MAY 1, 2021, ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the authority under the Texas Government Code, Chapters 791 and 271, and Section 31.092 (a) of the Texas Election Code, entities are authorized to contract for the administration of elections in order to increase the efficiency and effectiveness of local elections and improve both turnout and access to said elections; and

WHEREAS, the City Council of the City of Terrell believes it to be in the best interest of the citizens of the City to contract with Kaufman County to conduct and administer the City of Terrell election scheduled for May 1, 2021, including subsequent recounts, run-off elections and election contests; and

WHEREAS, the City and Brenda Samples, Tax Assessor- Collector of Kaufman County, serving as the County Election Officer will enter into a Contract For Election Services for the May 1, 2021, General Election setting forth the agreement for the conduct of the election.

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

Section I.

The City Council of the City of Terrell hereby approves the Contract For Election Services for the May 1, 2021, general election between the City of Terrell and Brenda Samples, Tax Assessor- Collector of Kaufman County serving as the County Election Officer to conduct and administer the City General Election scheduled for May 1, 2021.

Section II.

The City Manager is hereby authorized to negotiate and execute the Contract For Election Services and all other documents in connection therewith on behalf of the City of Terrell, according to the terms and conditions set forth in the Contract.

Section III.

This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Terrell, Texas on this day of February, 2021.

E. RICK CARMONA, Mayor

ATTEST:

DAWN STEIL, City Secretary

CONTRACT FOR ELECTION SERVICES – May 1, 2021

THE STATE OF TEXAS

COUNTY OF KAUFMAN

THIS CONTRACT is made this _____ day of _____, 2021 by and between City of Terrell, (“Entity”), and Brenda Samples, Tax Assessor-Collector of Kaufman County, (“County Election Officer”), collectively referred to as “the Parties”, and by authority of section 31.092 (a) Texas Election Code, for the conduct and supervision of an Entity Election or Joint Election, if applicable, including subsequent recounts, run-off-election, and election contests.

THIS CONTRACT is made pursuant to the authority vested in the Parties in Texas Government Code, Chapters 791 and 271, in order to increase the efficiency and effectiveness of Entity elections and improve both turnout and access to Entity elections.

THIS CONTRACT is entered into in consideration of the mutual covenants and agreements hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF THE COUNTY ELECTION OFFICER

The County Election Officer agrees to coordinate, supervise and handle all aspects in administering the Entity Election as outlined in this Contract, including:

- (a) Arrange for notification, including writ of Election, training and compensation for all presiding judges and alternate judges, and for determining the number of clerks or other election workers authorized to work at each voting location. Election judges shall be responsible for picking up election supplies and materials at the time and place determined by the County Elections Officer.
- (b) Provide bilingual voter assistance in compliance with Texas Election Code Section 272.009.
- (c) Arrange for the use and compensation of polling locations. There shall be a common polling location for the City of Terrell and the Terrell ISD.
- (d) Pay cost of election judges and clerks: 1.) Early Voting: \$11.00 per hour for judges and \$10.00 per hour for clerks during early voting activity; 2.) Election Day: Each election judge will receive \$11.00 per hour and each clerk will receive \$10.00 per hour for election work. The election judge or his/her designated clerk will receive an additional \$25.00 for delivering election returns and all supplies to the County Election Officer after the polls close.

- (e) Procure, prepare, proof and distribute ballots and election judge kits, and all other election materials and supplies.
- (f) Prepare the list and all copies of the list of registered voters to be used in conducting the election at no cost.
- (g) Provide legal notice of the date, time and place of the testing of the election tabulation equipment.
- (h) Provide all equipment, materials, supplies and appropriate training necessary to comply with state and federal law, rules and regulations, including Help America Vote Act (HAVA).
- (i) Supervise the handling and disposition of election returns and voted ballots; tabulate unofficial returns and assist in preparing the tabulation for the official canvass; prepare the unofficial tabulation report after all precincts have been counted; and provide a copy of the report to the Entity as soon as possible so the Entity can conduct the official canvass of the election.
- (j) Submit an electronic report to Entity and to the Secretary of State as required by Section 67.017(b) and provide at no cost for the storage of election records as provided by law.
- (k) Provide at no cost, copies of all invoices received by the County Election Officer for payment of services or supplies of which the Entity is to reimburse the County Election Officer.
- (l) Supervise the conduct of early voting in person and by mail and supply personnel to serve as deputy early voting clerks and judges.
- (m) Process all requests for early voting ballots by mail (requests received by the Entity will be forwarded on the day of receipt to the office of the County Election Officer for processing) and receive marked ballots directly. An Early Voting Ballot Board will prepare all early voting ballots (those cast by mail and by personal appearance) for count.
- (n) Be responsible for payment to all Parties who have provided services, supplies and voting locations for the election.
- (o) File copies of the contract with the County Judge and the County Auditor for Kaufman County, Texas.
- (p) Is hereby appointed as the custodian of voted ballots to be preserved in accordance with Chapter 66 of the Texas Election Code and other applicable law.

II. DUTIES AND SERVICES OF ENTITY

The Entity, in connection with the holding and supervision of said election, shall assume the following responsibilities and shall directly bear any attendant costs for the same:

- (a) Preparation of election orders, resolutions, notices and other pertinent documents for adoption or execution as appropriate.
- (b) Posting or publication of election notices.
- (c) Deliverance to the County Election Officer as soon as possible, but not later than the day after closing of candidate filing deadlines, the official wording for the election to be printed on the ballot with the exact forms, candidate order, wording and spelling to be used.
- (d) Payment of any additional costs incurred by the County Election Officer if a recount for the election is required, or the election is contested in any manner.
- (e) Submission to the U.S. Department of Justice under the Federal Voting Rights Act, the required notification of voting changes.
- (f) Providing services as listed in Sec. 31.096 of the Texas Election Code, except that the Entity appoints the County Election Officer as the custodian of voted ballots.

III. PAYMENT OF SERVICES

- (a) The Entity shall pay to Kaufman County a prorate share of the actual costs incurred by Kaufman County in conducting this election, together with an additional ten percent (10%) Administrative fee, pursuant to the Texas Election Code, Section 31.100.
- (b) The estimated allocated costs for such services will be computed by the County Election Officer and delivered to the Entity thirty (30) days prior to the election. After the election, the County Election Officer shall compute the final statement for all services rendered, together with administrative fees, less any partial payments already received, and bill the Entity such net sum to be paid within thirty (30) days.

IV. TERMINATION

MAY 01, 2021 ELECTION

This Contract shall automatically terminate upon completion of the activities related to the Election.

V. AMENDMENT

This Contract together with a referenced attachment constitutes the entire agreement between the Entity and Kaufman County, supersedes all prior written oral understandings, and may only be amended, supplemented, modified or cancelled by a duly executed written statement.

VI. MODIFICATION OF ESTIMATED COSTS FOR ELECTION

The Estimated Costs of Election attached to this Agreement may be modified as necessary by the County Election Officer. The Entity Official shall be notified of the modified costs and reason for such modifications.

IN WITNESS WHEREOF, the parties hereto have made and entered into this agreement on the date first set forth above.

BY:

Brenda Samples
Kaufman County Election Officer

Date

BY:

Authorized Signature

Date

ATTEST:

Entity Secretary

CHARGES WITHOUT PAPER BALLOTS	City of Terrell
-------------------------------	-----------------

BALLOT PROGRAMMING	\$1000.00
ELECTION DAY KITS	\$30.97
EARLY VOTING KITS	\$23.12
BALLOT PAPER	\$0.46 per ballot issued
KAUFMAN HERALD LAT	\$20.41
MONITOR LAT AD	\$5.70
MESSENGER LAT AD	\$10.80
EARLY VOTING SALARIES	\$1,256.28
ELECTION DAY SALARIES	\$460.40
EQUIP. PICKUP & DELIVERY FEES	\$56.00
POLLING LOCATION FEES	\$50.00
SUB-TOTAL	2913.68
10% ADMIN. FEE	291.37
TOTAL	3205.05

This is an estimate
only..... ballots will be
charged after the
election is over

January 2021						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

City of Terrell

FEBRUARY 2021

March 2021						
S	M	T	W	T	F	S
		1	2	3	4	5
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1	2	3	4	5	6
		Workshop 5 pm Council Meeting 7 pm				
7	8	9	10	11	12	13
		Workshop 5 pm Park Board Meeting 6 pm	Airport Board Meeting 6 pm			
14 <i>Valentine's Day</i>	15 <i>Presidents' Day</i>	16	17	18	19	20
		Workshop 5 pm Council Meeting 7 pm				
21	22 ZBA Meeting 5:30 pm	23	24	25 Planning and Zoning Meeting 5:30 pm	26	27
28	1	2	3	4	5	6

RESOLUTION NO. 1006

**A RESOLUTION OF THE OF THE CITY COUNCIL OF THE CITY OF TERRELL
TEXAS AUTHORIZING THE 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 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, 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 authorized the creation of a non-profit corporation (the “Corporation”) to be named the Park And Downtown Improvement Corporation (“PADIC”) through Resolution No. 920 on February 5, 2019, to act on its behalf by providing capital improvements to parks and the downtown area of the City as authorized under the Act, eligible “projects”; and

WHEREAS, such projects are hereby deemed to be for the benefit of the public; 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 City Council 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 CITY COUNCIL OF THE CITY OF TERRELL TEXAS:

- Section 1 That the City Council of the City of Terrell, Texas authorizes 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, Exhibit "B" Dedicated Parking Partnership and Exhibit "C" Contract.
- Section 2. That the City Council of the City of Terrell, Texas 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 City Council of the City of Terrell, Texas 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. That the City Council of the City of Terrell 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 5. That the City Council of the City of Terrell 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 6. That the City Council of the City of Terrell 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 7. This Resolution shall be effective immediately after its passage.

PASSED AND APPROVED by the City Council of the City of Terrell, Texas, on this _____ day of _____, 2021.

E. RICK CARMONA, MAYOR

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:

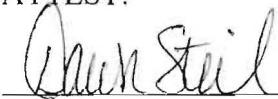

DAWN STEIL, CITY SECRETARY

Exhibit "A" Building Restoration and Reuse Partnership

Company Performance

- 1 Remodel 1st Floor/Basement: restaurant and retail, private gym for lofts and hotel
- 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. 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 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:

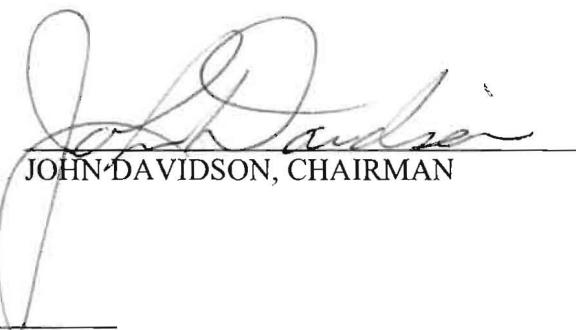
Section 1 That the Board of Directors recommends the Terrell City Council authorize the City Manager to negotiate and the Mayor to execute a Development Agreement or Agreements as necessary to implement the Project consistent with this Resolution and as generally described further in Exhibit "A" Building 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 20th day of JANUARY, 2020.



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
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- 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)
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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	
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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. 1007

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TERRELL
TEXAS APPROVING 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 City Council Of The City Of Terrell Texas approves 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 CITY COUNCIL OF THE CITY OF TERRELL, TEXAS:

Section 1. That the City Council Of The City Of Terrell, Texas hereby approves 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 City Council Of The City Of Terrell, Texas on this the ____ day of January , 2021.

By: _____
E. RICK CARMONA, MAYOR

ATTEST:

DAWN STEIL, CITY SECRETARY



 **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

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

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.

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§ 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.

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§ 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.

§ 2.5.3 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

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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

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

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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.)

Init.

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ITEM 10.2.

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	FAX (A/C. No): 903-882-3925
INSURED	Mark A Thacker DBA Commercial And Preservation Architecture 203 S. Henry St Lindale, TX 75771	E-MAIL ADDRESS: rj.collins.ptbh@statefarm.com	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:		
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 SUB INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		93-E0-T842-3	01/15/2020	01/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	DED <input type="checkbox"/> RETENTION \$					PER STATUTE \$ OTH. ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

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

CERTIFICATE HOLDER	CANCELLATION
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	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2020

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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 <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>				
	UMBRELLA LIAB <input type="checkbox"/>	OCCUR <input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
	EXCESS LIAB <input type="checkbox"/>	CLAIMS-MADE <input type="checkbox"/>				
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	A Professional Liability	✓	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

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:**

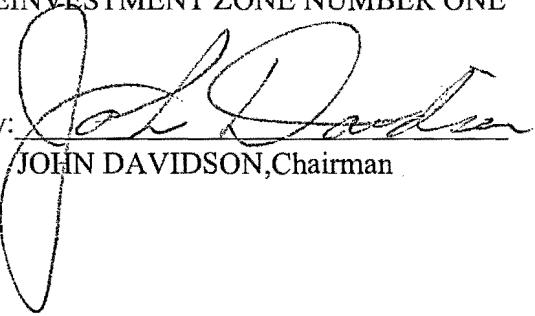
Section 1. That the TIRZ #1 Board hereby recommends the transfer of an additional \$400,000 from TIRZ #1 funds to the City of Terrell, to include a not to exceed \$340,000 for the AIA contract with Mark Thacker, AIA and the remaining for additional professional services, including, but not limited to 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 20th day of January, 2021.

TAX INCREMENT
REINVESTMENT ZONE NUMBER ONE

By:


JOHN DAVIDSON, Chairman

ATTEST:



DAWN STEIL, City Secretary

RESOLUTION NO. 2020-1
A RESOLUTION OF THE PARK AND DOWNTOWN IMPROVEMENT
CORPORATION BOARD OF DIRECTORS ADOPTING THE PADIC
CAPITAL WORK PLAN AND RECOMMENDING THE TERRELL CITY
COUNCIL APPROVE THE PADIC CAPITALWORK PLAN

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 authorized the creation of a non-profit corporation (the "Corporation") to be named the Park And Downtown Improvement Corporation ("PADIC") through Resolution No. 920 on February 5, 2019, to act on its behalf 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 require such Projects to be identified in a City Council approved Capital Work Plan; and

WHEREAS, the PADIC Board has through a series of meetings researched, deliberated, and discussed costs, timing, partnership opportunities, and priorities for different potential Projects and developed its Initial Capital Work Plan as shown in "Attachment A";

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

Section 1. That the Board of Directors hereby approves the Initial PADIC Capital Work Plan.

Section 2. That the Board hereby recommends that the City Council of the City of Terrell approve the PADIC Initial Capital Work Plan.

Section 3. 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 10th day of November, 2020.

PARK AND DOWNTOWN
IMPROVEMENT CORPORATION

By: Tori Lucas
TORI LUCAS, PRESIDENT

ATTEST:

DAWN STEIL
DAWN STEIL, CITY SECRETARY

RESOLUTION NO. 1012

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the City of Terrell is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; **NOW THEREFORE**,

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

I.

That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Terrell and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2021 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

III.

A copy of this Resolution and approved assessment fee payable to “*Atmos Cities Steering Committee*” shall be sent to:

Brandi Stigler
Atmos Cities Steering Committee
c/o Arlington City Attorney’s Office, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

PRESENTED AND PASSED on this the _____ day February, 2021, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Terrell, Texas.

Signature
E. Rick Carmona Mayor

ATTEST:

Signature
Dawn Steil, City Secretary

APPROVED AS TO FORM:
Mary Gayle Ramsey, City Attorney

BY _____

MEMORANDUM

TO: Atmos Cities Steering Committee

FROM: Jennifer Richie, Chair, Atmos Cities Steering Committee

DATE: January, 2021

RE: **Action Needed - 2021 Atmos Cities Steering Committee Membership Assessment Invoice**

On December 10, 2020, the Atmos Cities Steering Committee (“ACSC”) held a quarterly meeting with representatives from Atmos Energy. During the meeting, the group held a discussion of upcoming natural gas issues and approved the assessment for ACSC membership. Using the population-based assessment protocol previously adopted by ACSC, the assessment for 2021 is a per capita fee of \$0.05. This is the same amount as was adopted for 2019 and 2020.

ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of the residential and small commercial customers within the cities. Cities are the only consumer advocates that work to keep natural gas rates reasonable. The work undertaken by ACSC has saved ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice at the Railroad Commission, at the Legislature, and in the courts, ACSC must have your support. Please take action to pay the membership assessment as soon as possible. Payment of the membership assessment fee shall be deemed to be in agreement with the terms of the ACSC participation agreement.

Although ACSC does not require that your city take action by resolution to approve the assessment, some members have requested a model resolution authorizing payment of the 2021 membership assessment. To assist you in the assessment process, we have provided the following documents for your use:

- ACSC 2020 Year in Review
- Model resolution approving the 2021 assessment (optional, provided for those cities that have requested a resolution to authorize payment)
- Model staff report supporting the resolution
- List of Atmos Cities Steering Committee members
- 2021 Assessment invoice
- 2020 Assessment invoice and statement (only included if not yet paid)
- Blank member contact form to update the distribution lists

Please forward the membership assessment fee and, if applicable, the signed resolution to Brandi Stigler, Atmos Cities Steering Committee, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Atmos Cities Steering Committee*.

If you have any questions, please contact ACSC Chair Person, Jennifer Richie (254/750-5688). ACSC’s counsel, Thomas Brocato (tbrocato@lglawfirm.com) at 512/322-5857 is also available to assist you.

ACSC Cities (178 Members)

1. Abilene	61. Fairview	121. Northlake
2. Addison	62. Farmers Branch	122. Oak Leaf
3. Albany	63. Farmersville	123. Ovilla
4. Allen	64. Fate	124. Palestine
5. Alvarado	65. Flower Mound	125. Pantego
6. Angus	66. Forest Hill	126. Paris
7. Anna	67. Forney	127. Parker
8. Argyle	68. Fort Worth	128. Pecan Hill
9. Arlington	69. Frisco	129. Petrolia
10. Aubrey	70. Frost	130. Plano
11. Azle	71. Gainesville	131. Ponder
12. Bedford	72. Garland	132. Pottsboro
13. Bellmead	73. Garrett	133. Prosper
14. Benbrook	74. Georgetown	134. Quitman
15. Beverly Hills	75. Glenn Heights	135. Red Oak
16. Blossom	76. Grand Prairie	136. Reno (Parker County)
17. Blue Ridge	77. Grapevine	137. Rhome
18. Bowie	78. Groesbeck	138. Richardson
19. Boyd	79. Gunter	139. Richland
20. Bridgeport	80. Haltom City	140. Richland Hills
21. Brownwood	81. Harker Heights	141. River Oaks
22. Bryan	82. Haskell	142. Roanoke
23. Buffalo	83. Haslet	143. Robinson
24. Burk Burnett	84. Hewitt	144. Rockwall
25. Burleson	85. Highland Park	145. Roscoe
26. Caddo Mills	86. Highland Village	146. Rowlett
27. Canton	87. Honey Grove	147. Royse City
28. Carrollton	88. Hurst	148. Sachse
29. Cedar Hill	89. Hutto	149. Saginaw
30. Celeste	90. Iowa Park	150. Sansom Park
31. Celina	91. Irving	151. Seagoville
32. Centerville	92. Justin	152. Sherman
33. Cisco	93. Kaufman	153. Snyder
34. Clarksville	94. Keene	154. Southlake
35. Cleburne	95. Keller	155. Springtown
36. Clyde	96. Kemp	156. Stamford
37. College Station	97. Kennedale	157. Stephenville
38. Colleyville	98. Kerens	158. Sulphur Springs
39. Colorado City	99. Kerrville	159. Sweetwater
40. Comanche	100. Killeen	160. Temple
41. Commerce	101. Krum	161. Terrell
42. Coolidge	102. Lakeside	162. The Colony
43. Coppell	103. Lake Dallas	163. Trophy Club
44. Corinth	104. Lake Worth	164. Tyler
45. Crandall	105. Lancaster	165. University Park
46. Cross Roads	106. Lavon	166. Venus
47. Crowley	107. Lewisville	167. Vernon
48. Dalworthington Gardens	108. Little Elm	168. Waco
49. Denison	109. Lorena	169. Watauga
50. Denton	110. Madisonville	170. Waxahachie
51. DeSoto	111. Malakoff	171. Westlake
52. Draper	112. Mansfield	172. Westover Hills
53. Duncanville	113. McKinney	173. Westworth Village
54. Early	114. Melissa	174. Whitesboro
55. Eastland	115. Mesquite	175. White Settlement
56. Edgecliff Village	116. Midlothian	176. Wichita Falls
57. Emory	117. Murphy	177. Woodway
58. Ennis	118. Newark	178. Wylie
59. Euless	119. Nocona	
60. Everman	120. North Richland Hills	

2020 ACSC NEWSLETTER



2020 YEAR IN REVIEW ISSUE

This past year was a busy one for ACSC. This annual review highlights the significant events of 2020 that impacted ACSC and what's on the horizon next year.



ACSC Has a Productive 2020

This past year was another active year for the Atmos Cities Steering Committee (ACSC). On behalf of its member cities and their residents, ACSC participated in numerous proceedings before the Railroad Commission of Texas (RRC) and the Texas Legislature. This Year in Review highlights the significant events in 2020 that impacted ACSC and previews what is on the horizon for the coming year. Looking ahead, 2021 will likely be another busy year for ACSC at the RRC, the Texas Legislature, and the courts.



Atmos Mid - Tex and West Texas RRM Settlement

On March 31, 2020, Atmos Mid-Tex and West Texas submitted their 2020 Rate Review Mechanism (RRM) tariff filings.

Atmos has a statutory right to an annual increase in rates based on additional plant investment via a process that is referred to as "GRIP." RRM is a negotiated substitute for GRIP that only exists through the exercise of cities' original jurisdiction over rates and services. RRM is defined and controlled by ordinances that city councils adopted. The RRM tariff reflected in Mid-Tex and West Texas city ordinances is essentially a contractual commitment agreed to by both Atmos and cities.

Atmos Mid-Tex RRM Settlement

Atmos' Mid-Tex filing was based on a system-wide increase of \$136.3 million. The portion to be allocated to the ACSC member Cities was \$98.7 million. This request is significantly larger than any filing Atmos has ever made in its history. No prior request in a traditional rate case filed at the Railroad Commission has exceeded \$70 million. The largest amount previously requested from ACSC in a RRM filing was \$46.4 million in 2017. Atmos claims that 95%

of the increase relates to recovery of expenses related to pipe replacement, damage prevention, and leak surveying activities. Atmos states that in 2019 it replaced 188 miles of steel pipe, 77 miles of cast iron pipe, and over 24,000 steel service lines. Atmos also reports that in 2019 it performed more than one million line-locates, and found that excavators struck its lines more than 3,500 times. Additionally, Atmos surveyed approximately 13,500 miles of pipe.

On July 1, 2020, ACSC's consultants provided a report that proposed reducing the system wide request by roughly \$25 million and suggested that the additional increase to ACSC's rates should be limited to \$80.8 million. Two of the significant issues leading to adjustments were unreasonable excessive overtime pay and incentive compensation.

After negotiations, ACSC agreed to settle the Mid-Tex RRM at \$90 million with a two month delay in the effective date. ACSC's consultants have determined that the two month delay in effective date is worth between \$9 million and \$15 million, which would essentially bring Atmos Mid Tex's increase to about \$80.8 million.

ITEM 10.3.

Atmos maintains that the settlement on ACSC's Mid-Tex RRM will result in an economic advantage over the City of Dallas' settlement on an RRM-like filing.

Atmos West Texas RRM Settlement

While Atmos West Texas filed for a \$7.1 million increase, that filing was not consistent with the tariff it agreed to honor. The Company made adjustments to bring its request into compliance with the RRM tariff. Those necessary adjustments reduced the request to \$6.6 million (or roughly \$500,000 less than what would have been requested had the Company filed a traditional rate case). ACSC consultants produced a report that suggested

further adjustments of approximately \$2 million based upon a reasonableness review.

Because of COVID-19 virus issues, ACSC negotiated a two month delay in the October 1 Effective Date specified in the RRM tariff and a total increase of \$5.9 million. The two month delay in the Effective Date is worth around \$800,000.

West Texas Cities under RRM rates currently enjoy a slight economic advantage over cities that remain under GRIP rates (i.e., Lubbock and Amarillo). That economic advantage will continue with the adoption of this settlement.

Atmos West Texas Updates Rates to Include Triangle System

In late 2019, Atmos West Texas filed at the Railroad Commission of Texas (RRC) a Statement of Intent to include assets known as the "Triangle System" in its rate base (RRC Gas Utilities Docket No. 10900).

ACSC (West Texas Cities) intervened, engaged consultants, and filed testimony recommending adjustments for several items. Shortly thereafter, the parties entered into settlement discussions, and on January 22, 2020, filed a settlement agreement in the docket.

Atmos had requested an increase in revenues of \$266,000. The "black box" settlement results in a revenue decrease of \$300,000 and establishes some ongoing requirements related to future filings by Atmos.

On April 21, 2020, the RRC issued its Final Order, approving the settlement agreement. The settled reduction in revenues will have a very minimal effect on rates, and will be accompanied by a full reimbursement of the West Texas Cities' rate case expenses.

Atmos Pipeline-Texas Files 2020 Rider REV Adjustment

On August 14, 2020, Atmos Pipeline-Texas (APT) filed its 2020 Rider REV Adjustment (Rider REV) in Gas Utility Docket No. 10999. The Rider REV rate adjustment procedure was approved by the Railroad Commission of Texas (RRC) in Gas Utility Docket No. 10580. Every year APT conducts a true-up: if APT's revenues from transportation customers were less than the revenues set in GUD 10580, APT gets to apply a surcharge, but if APT collected more, they have to return revenue to transportation customers.

The 2020 adjustments affect the capacity charge component of the monthly customer charge for City Gate Service (CGS) Tariffs, and a Rate Schedule for Pipeline Transportation. APT serves city gate customers in Atmos' Mid-Tex division and additionally serves CoServe Gas, WTG Marketing, Inc., Corix Utilities (Texas), Inc., Texas Gas Services Co., Terra Gas Supply, and the Cities of Rising Star, Navasota, and Winona.

APT's 2020 Rider REV adjustment will decrease APT's rates established in GUD Nos. 10580 and 10718, as adjusted by GRIP filings, by \$48,667,624. So while APT rates will increase because of APT's GRIP filings (which resulted in a \$49 million rate increase), the 2020 Rider REV will limit that increase.

The RRC approved the filing at the October 20, 2020 open meeting.



Railroad Commission Adopts Measures to Address Coronavirus Threat

This year, the Railroad Commission of Texas (RRC) joined other state agencies and entities in adopting measures to address the threat presented by the COVID-19.

The RRC announced that most of its employees would be telecommuting, with the exception of a limited skeleton crew. This went into effect on Tuesday, March 17 and has continued throughout the year, until further notice. The public can still contact RRC Staff who are teleworking to ask questions about the energy industry, and operators can still contact the RRC about filings and processing. The RRC has also provided a 24-hour emergency number to report environmental emergencies.

Additionally, the RRC has no longer been accepting in-person filings. Parties may submit filings via U.S. Postal Service, FedEx or United Parcel Service. The RRC also provided a link to important resources for the public and for operators at the following web address: rrc.state.tx.us/covid19/.

The RRC established a process for operators, utilities, and other licensed companies and individuals to request a waiver from regulatory requirements. Entities may request waivers of RRC regulations by providing justifications as to why the regulatory requirements cannot be met. The RRC will review the waiver requests on a case-by-case basis and determine whether to accept or deny the request.

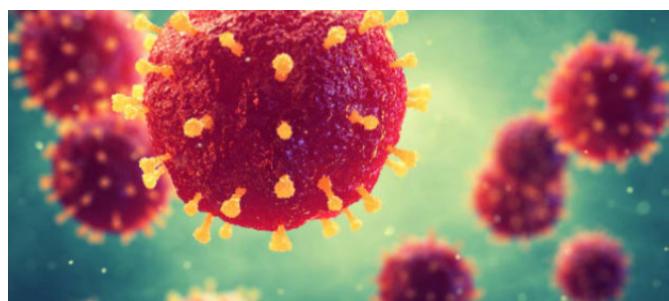
After the RRC cancelled its March 31, 2020 Open Meeting, the RRC has since held open meetings via virtual conference with full agendas.

Recommendations to Suspend Disconnections and Accounting Mechanism for Recovery of Expenses Related to COVID-19

In March, the RRC recommended that local gas

distribution companies temporarily suspend the disconnections of residential and small commercial gas utility customers for nonpayment while Texas remains in a State of Disaster, as declared by Governor Greg Abbott. In April, due to the financial uncertainty in collecting revenues due to the suspension of disconnects, the RRC authorized gas utilities the use of an accounting mechanism and subsequent process through which gas companies may seek future recovery of expenses resulting from the effects of COVID-19. Recoverable costs include but are not limited to: personal protective equipment; information technology equipment and associated costs to allow employees to work remotely; sanitizer and other cleaning supplies and services; medical and occupational health costs and services for advising employees that test positive or have been exposed to COVID-19 as a result of performing their job; bad debt and associated credit and collection costs; and other reasonable and necessary costs to address the impact of COVID-19 on gas utilities and their customers that would not have otherwise been incurred during the normal course of business.

Therefore, the RRC authorized each gas utility to record in a regulatory asset account the expenses associated with the COVID-19 State of Disaster. Any insurance proceeds resulting from claims, benefits resulting from government stimulus or other support programs, and/or donations or reimbursements received related to COVID-19 must be included as an offset to expenses in the regulatory account.



Republican Jim Wright Elected Railroad Commissioner

In the 2020 general election, Republican Jim Wright defeated Democrat Chrysta Castañeda in the election for a seat at the Texas Railroad Commission (RRC). The RRC consists of three commissioners who are elected for statewide, six-year, staggering terms, all of which have been Republicans for at least 25 years. No Democrat has been elected to any statewide seat in Texas since 1994.

Wright will replace Ryan Sitton, who lost to Wright in the GOP primary in March despite raising significant-

ly more money and who had the support of top state leaders including Gov. Greg Abbott, Lt. Gov. Dan Patrick, and both of the state's Republican U.S. senators. Wright also defeated Castañeda, who received support from environmental groups nationwide, as well as a late fundraising boost of \$2.6 million from Michael Bloomberg. Wright owns an oilfield waste services company, which, as Castañeda pointed out in her scathing campaign ads, was fined \$181,519 in 2017 for stockpiled waste that leaked into the soil and unpermitted stormwater ponds.

Atmos Energy Requests Rate Increase in Dallas

Atmos Energy (Atmos or Company) asked the City of Dallas to approve a rate increase for customers that would raise the company's revenues by \$18.3 million per year, or roughly 9.4%. This would result in a \$5.48 increase per month for the average customer. The City has limited control over the rate Atmos sets. Last year, the City Council denied Atmos' \$10.1 million rate increase, but the Commission approved an \$8.5 million rate increase.

Atmos said that its requested increase is due to the Company's efforts in 2019 to replace pipelines and better detect leaks. As you may recall, Atmos' aging pipelines have been under scrutiny after a natural gas explosion in northwest Dallas in February 2018 killed a 12 year-old girl. The Company says that it has eliminated over 16,000 leaks during the last fiscal year through "permanent replacement or repair" of pipelines in its mid-Texas region, according to its 2020 Dallas Annual Rate Review filing.

Members of the City Council agreed that pipeline quality and safety are important, but not all were convinced that approving the rate increase will lead to pipeline improvements. Council Member Lee Kleinman specified that he believes Atmos prioritizes paying dividends, and that when the City has approved rates in the past, the Company did not replace the aging infrastructure it should have.

On May 13, 2020, the City of Dallas deferred the timeline to act on Atmos' request due to COVID 19, until August 29, 2020.

On August 12, 2020, the City of Dallas determined that Atmos failed to demonstrate the reasonableness of the requested increase. Instead, Atmos and the City of Dallas agreed to an annual rate increase of \$15,800,000 to customers with the City.

The new rates went into effect as of September 1, 2020.



2021 ACSC Meetings

March 4
May 6
August 12
December 9

2021 Officers

Chair—Jennifer Richie (Waco)
Vice Chair—Meg Jakubik (Bedford)
Secretary—Adrienne Lothey (Colleyville)

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato

(512) 322-5857

tbrocato@lglawfirm.com

ITEM 10.3.

City of Arlington, c/o Atmos Cities Steering Committee
Attn: Brandi Stigler
101 S. Mesquite St., Ste 300
MS #63-0300
Arlington, TX 76010

Invoice

Date	Invoice #
1/11/2021	21-147

Bill To
City of Terrell

Item	Population	Per Capita	Amount
2021 Membership Assessment	19,599	0.05	979.95
Please make check payable to: Atmos Cities Steering Committee and mail to Atmos Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste 300, MS #63-0300, Arlington, Texas 76010			Total \$979.95



FY22-FY24 Strategic Plan Workshops Timeline

February 2	Council Discussion
February 9	Police/Fire/City Manager
February 16	Human Resources/Housing/Finance
February 23	Engineering/Utilities/Public Service
March 2	Municipal Development/Library/IT
March 9	Council Discussion