



AGENDA
ELGIN CITY COUNCIL
REGULAR MEETING
TUESDAY, MARCH 1, 2022
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
6:30 PM

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_loV0Nr3AqM1jTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC HEARING

1. **Public Hearing On An Ordinance Amending Ch. 32, Art. IV, Sec. 32-242; Amending Ch. 2, Art. IV, Sec. 2-189.1; Amending Ch. 6, Art. I & II, Art. IV – VII; Adding Ch. 6, Art. IX – XII; And Amending Ch. 18, Art. II, Code Of Ordinances, City Of Elgin, TX, And Providing For A Savings Clause And Repealing Conflicting Ordinances Or Resolutions.**

Documents:

[NEW PUBLIC HEARING COUNCIL COVERSHEET.PDF](#)

VI. PUBLIC COMMENT

Individuals may request to speak on items on the agenda, and items not on the agenda, by requesting to speak during the meeting and under "PUBLIC COMMENT" and will be required to fill out a "PUBLIC COMMENT FORM" and present it, along with any material, handouts or information for Council, to the City Secretary prior to commencement of the Council meeting. Speaker comments are limited to three (3) minutes.

No formal action can be taken by the City Council on items not posted on the agenda. Items requiring a Public Hearing will allow a member of the public an opportunity to speak during the Public Hearing and does not require submission of a "PUBLIC COMMENT FORM." Speakers must address their comments to the Mayor or Presiding Officer rather than to an individual Council Member or member of Staff. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from personal attacks or derogatory comments directed at any Council Member, member of Staff, other individual or group.

VII. CITY MANAGERS REPORT

1. Discussion And Possible Direction To Staff Regarding Traffic And Safety Improvements Proposed By The Texas Department Of Transportation (TxDOT) For The Intersection Of Main St. And Harris St.

Documents:

[EX SUMMARY - TXDOT MAIN_HARRIS PROJECT.PDF](#)
[TXDOT HARRIS ST_MAIN ST.PDF](#)

2. 2021 Certificates Of Obligation-Capital Investment Program Project Update

Documents:

[EXSUMMARY - REPORT 2021 COS.PDF](#)

3. Monthly Reports By Department

Documents:

[EX SUMMARY MONTHLY DEPT REPORT - DEC 2021.PDF](#)
[MONTHLY REPORTS DEC DATA FY2021-22.PDF](#)

4. General Activity Report And/Or Project Update

Documents:

[EXSUMMARY - GENERAL ACTIVITY REPORT.PDF](#)

VIII. CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that are considered to be self-explanatory by the City Council and will be enacted with one motion, one second, and one vote. Any member of the City Council may pull any item from the Consent Agenda in order that the City Council discuss and act upon it individually as a part of the Regular Agenda.

1. City Council Regular Meeting Minutes - February 1, 2022

Documents:

[EX SUMMARY- FEBRUARY 1, 2022 REGULAR MEETING MINUTES.PDF](#)
[02-1-22 CITY COUNCIL REGULAR MEETING MINUTES.PDF](#)

2. City Council Worksession Minutes - January 25, 2022

Documents:

[EX SUMMARY- JANUARY 25, 2022 WORKSESSION MEETING MINUTES.PDF](#)
[01-25-22 CITY COUNCIL WORKSESSION MINUTES.PDF](#)

3. CONSIDER REQUEST TO CLOSE STREETS FOR THE JUNETEENTH FESTIVAL AND PARADE ON SATURDAY JUNE 11 FROM 8:00AM TO NOON.

Documents:

[EXSUMMARYJUNETEENTHSTREETCLOSURE.PDF](#)

[JUNETEENTHREQUEST2022.PDF](#)
[JUNETEENTH PARADE ROUTE 2022.PDF](#)

4. CONSIDER REQUEST TO WAIVE FEES FOR JUNETEENTH STREET DANCE PARADE AND FESTIVAL.

Documents:

[EXSUMMARYJUNETEENTHFEEWAIVERREQUEST.PDF](#)
[JUNETEENTHREQUEST2022.PDF](#)

5. CONSIDER WAIVING THE OPEN CONTAINER ORDINANCE FOR THE JUNETEENTH FESTIVAL AND PARADE ON FRIDAY JUNE 10 FROM 6PM To MIDNIGHT AND ON SATURDAY JUNE 11 FROM 8:00AM TO 6PM IN VETERANS MEMORIAL PARK AND DEPOT STREET FROM MAIN STREET TO AVENUE B.

Documents:

[EXSUMMARYJUNETEENTHOPENCONTAINERREQUEST.PDF](#)
[JUNETEENTHREQUEST2022.PDF](#)

6. CONSIDER REQUEST TO CLOSE STREETS FOR THE WESTERN DAYS FESTIVAL PARADE ON SATURDAY JUNE 25 FROM 8:00AM TO NOON.

Documents:

[EXSUMMARYWESTERNDAYSPARADEREQUEST.PDF](#)
[WESTERNDAYSREQUEST.PDF](#)
[WESTERNDAYSPARADE ROUTE 2022.PDF](#)

7. CONSIDER REQUEST TO WAIVE FEES FOR WESTERN DAYS PARADE AND FESTIVAL.

Documents:

[EXSUMMARYWESTERNDAYSFEEWAIVERREQUEST.PDF](#)
[WESTERNDAYSREQUEST.PDF](#)

8. CONSIDER REQUEST TO WAIVE OPEN CONTAINER ORDINANCE FOR WESTERN DAYS IN ELGIN MEMORIAL PARK JUNE 24, 2022 FROM 6:00P.M. - 12:15A.M. AND JUNE 25, 2021 FROM 8:00A.M. - 8:00P.M.

Documents:

[EXSUMMARYWESTERNDAYSOPENCONTAINERWAIVERREQUEST.PDF](#)
[WESTERNDAYSREQUEST.PDF](#)

9. CONSIDER REQUEST TO CLOSE STREETS FOR THE VETERANS APPRECIATION PARADE ON SATURDAY NOVEMBER 12 FROM 8:00AM TO NOON.

Documents:

[EXSUMMARYVETERANSAPPRECIATIONPARADEREQUEST.PDF](#)
[VETERANSAPPRECIATIONPARADEREQUEST.PDF](#)
[VETERANS APPRECIATION PARADE ROUTE 2022.PDF](#)

10. CONSIDER REQUEST TO WAIVE FEES FOR VETERANS APPRECIATION PARADE.

Documents:

[EXSUMMARYVETERANSAPPRECIATIONFEEWAIVERREQUEST.PDF](#)
[VETERANSAPPRECIATIONPARADEREQUEST.PDF](#)

11. CONSIDER REQUEST TO CLOSE STREETS FOR THE LIGHTED CHRISTMAS PARADE ON SATURDAY DECEMBER 3 FROM 5:00PM To 8:00PM.

Documents:

[EXSUMMARYLIGHTEDCHRISTMASPARADEREQUEST.PDF](#)
[EVFD LIGHTED CHRISTMAS PARADE 2022.PDF](#)
[ELGIN LIGHTED CHRISTMAS PARADE ROUTE 2022.PUB.PDF](#)

12. CONSIDER REQUEST TO WAIVE FEES FOR ELGIN LIGHTED CHRISTMAS PARADE.

Documents:

[EXSUMMARYLIGHTEDPARADEFEEWAIVERREQUEST.PDF](#)
[EVFD LIGHTED CHRISTMAS PARADE 2022.PDF](#)

13. CONSIDER WAIVING THE OPEN CONTAINER ORDINANCE IN VETERANS MEMORIAL PARK AND ON DEPOT STREET FROM MAIN STREET TO AVENUE B FOR MUSIC IN THE PARK FRIDAYS APRIL 1, 8, 15, 22, 29 AND FRIDAYS MAY 6, 13, 20, 27 FROM 6:30PM TO 10PM

Documents:

[EXSUMMARYMUSICPARK22.PDF](#)

14. CONSIDER REQUEST TO WAIVE OPEN CONTAINER ORDINANCE FOR THE LUNA MARKET FRIDAY JUNE 3, 2022 FROM 5:00 PM To 10:00 PM IN ELGIN MEMORIAL PARK MAIN PAVILLION.

Documents:

[EXSUMMARYLUNAMARKETOPENCONTAINERREQUEST.PDF](#)
[LUNAMARKETOPENCONTAINERWAIVERREQUEST.PDF](#)

15. REQUEST TO WAIVE FEES FOR THE ELGIN HIGH SCHOOL HOMETOWN HOLLYWOOD PROM SATURDAY APRIL 9, 2022

Documents:

[EXSUMMARYEHSPROMREQUEST.PDF](#)
[EHSPROMREQUESTFEEWAIVER.PDF](#)

16. CONSIDER WAIVING FEES FOR RELAY FOR LIFE SATURDAY APRIL 23, 2022.

Documents:

[EXSUMMARYRELAYFORLIFE2022.PDF](#)
[RELAYFORLIFEREQUEST.PDF](#)

IX. NEW BUSINESS

1. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, DESIGNATING FGM ARCHITECTS INC. AS THE MOST QUALIFIED FIRM TO PROVIDE DESIGN SERVICES FOR THE ELGIN POLICE DEPARTMENT STATION RENOVATION AND EXPANSION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EXSUMMARY - 21COS FGMAA222.PDF](#)
[RESAUTH FGMAA22422.PDF](#)

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FGM ARCHITECTS INC. FOR DESIGN SERVICES RELATED TO THE ELGIN POLICE DEPARTMENT STATION RENOVATION AND EXPANSION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO.**

Documents:

[EXSUMMARY - 21COS FGMAA222.PDF](#)
[RESAUTH FGMAA22422.PDF](#)
[ELGIN PD_OWNER-ARCHITECT CM AS](#)
[CONSTRUCTOR_AGREEMENT_VERS1_W EXHIBITS.PDF](#)

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MOORING USA FOR ASBESTOS ABATMENT OF 206 AND 202A DEPOT ST. AND MAKING CERTAIN FINDINGS RELATED THERETO**

Documents:

[EX SUMMARY POTHBUILDING.PDF](#)
[RESPOTHBUILDING.PDF](#)
[CITY_OF_ELGIN_ABATE_CUSTOMER_TOTAL_AMOUNT_CON.PDF](#)

4. **AN ORDINANCE AMENDING CHAPTER 32, ARTICLE IV, SECTION 32-242; AMENDING CHAPTER 2, ARTICLE IV, SECTION 2-189.1; AMENDING CHAPTER 6, ARTICLE I – II, ARTICLE IV – VII, ADDING CHAPTER 6 ARTICLE IX – XII, AND AMENDING CHAPTER 18, ARTICLE II, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.**

Documents:

[NEW COUNCIL COVERSHEET.PDF](#)
[STAFF REPORT.PDF](#)
[PROPOSED ORDINANCE WITH EXHIBITS.PDF](#)

5. **TIRZ-Tax Increment Reinvestment Zone – Councilmember Ibis**

Documents:

[EX SUMMARY - IBIS ITEM3.PDF](#)

6. **County Line Road – Councilmember Ibis**

Documents:

[EX SUMMARY - IBIS ITEM4.PDF](#)

X. EXECUTIVE SESSION

The City Council may announce that it will adjourn the public meeting at any time during the meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on the agenda and/or as permitted by Chapter 551 of the Texas Government Code.

XI. RECONVENE

The City Council will return to open session for possible discussion and action as a result of the Executive Session

XII. ANNOUNCEMENTS

XIII. ADJOURNMENT

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code. Action, if any, will be taken in open session.

Attendance By Other Elected or Appointed Officials: It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512)229-3222. Please provide forty-eight hours notice when feasible.

I, Jennifer Stubbs, City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, February 25, 2022, in accordance with Chapter 551 of the Texas Government Code.

A handwritten signature in cursive script, reading "Jennifer Stubbs". The signature is written in black ink and is positioned above a horizontal line.

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Public Hearing on an Ordinance amending Ch. 32, Art. IV, Sec. 32-242; amending Ch. 2, Art. IV, Sec. 2-189.1; amending Ch. 6, Art. I & II, Art. IV – VII; adding Ch. 6, Art. IX – XII; and amending Ch. 18, Art. II, Code of Ordinances, City of Elgin, TX, and providing for a savings clause and repealing conflicting Ordinances or Resolutions.

DEPARTMENT: Development Services.

PROPOSED ACTION: No Council action proposed or requested at this time; this item is to allow for public comments on the proposed Ordinance in accordance with State law.

BACKGROUND: None.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: None.

ATTACHMENTS: None.

☐ Staff will be making a detailed presentation on this agenda item at the meeting.

☒ Staff will provide brief comments and answer questions on this item at the meeting.

☐ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Discussion and possible direction to staff regarding traffic and safety improvements proposed by the Texas Department of Transportation (TxDOT) for the intersection of Main St. and Harris St.

DEPARTMENT: City Manager

PROPOSED ACTION: Consideration of an improvements plan for the Main St./Harris St. (known by many locally as “the Y”) as proposed by TxDOT to increase safe traffic flow.

BACKGROUND:

Discussed at previous meetings; The Mayor and City Council have previously discussed potential traffic and safety improvements for the intersection of Harris St. and Main St. in the southeast portion of the City.

This discussion arose from various citizen concerns about traffic flow at this intersection. As is occurring throughout the City, growth has also brought a significant increase in vehicular traffic. And this particular intersection, where the current designs is predicated on the safe merging of traffic from different directions, has continued to experience problems with drivers miscalculating or not understanding the intended flow of traffic.

TxDOT has now proposed a relatively easy and affordable reconstruction of the intersection to improve safety and address these prior issues. Moving forward with this project, however, is predicated on support from the City Council.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION:

Consideration of certain traffic and safety improvements proposed by the Texas Department of Transportation (TxDOT) for the intersection of Main St. and Harris St., and direction to staff, if any, regarding same

ATTACHMENTS:

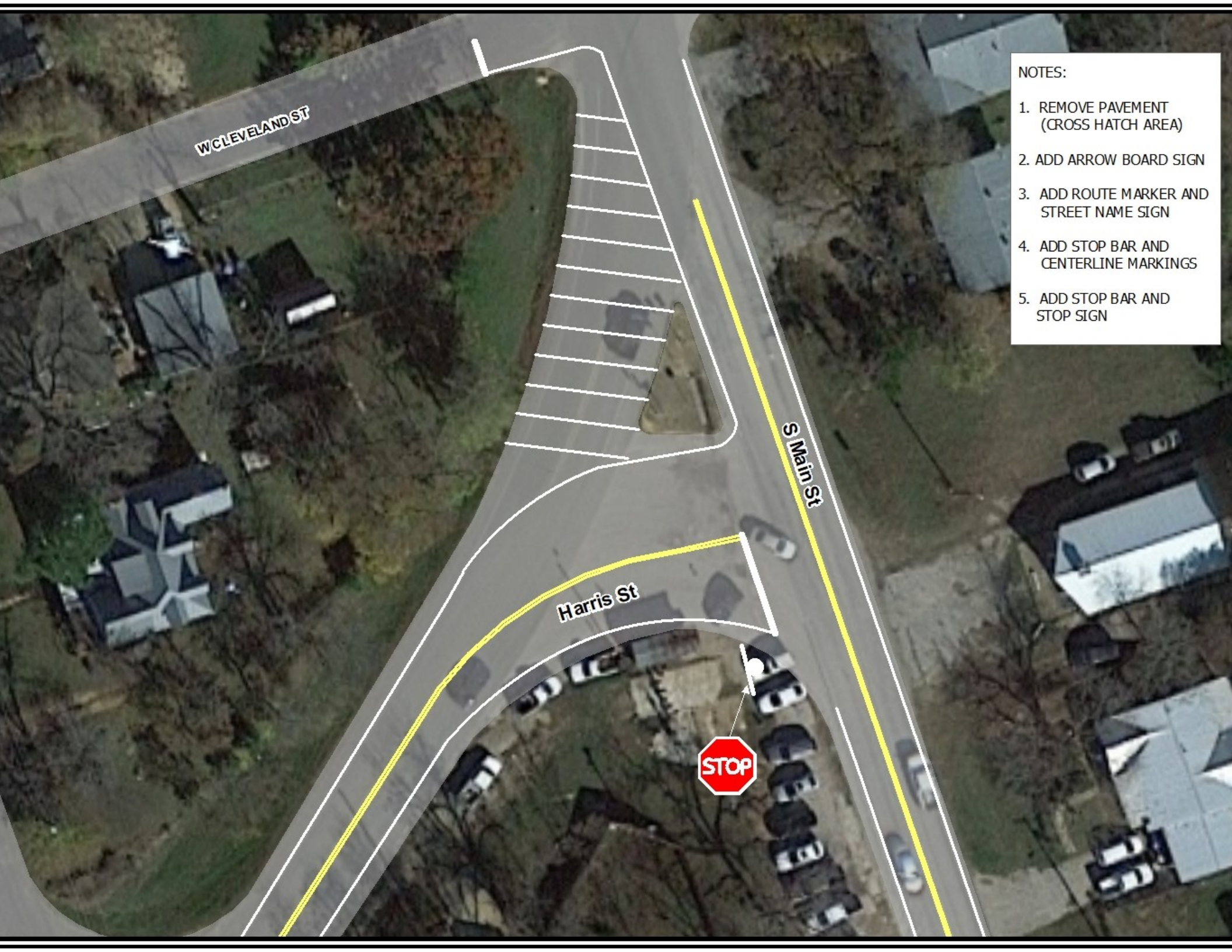
TxDOT Concept Plan

{X} Staff will be making a detailed presentation on this agenda item at the meeting.

{ } Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



NOTES:

1. REMOVE PAVEMENT
(CROSS HATCH AREA)
2. ADD ARROW BOARD SIGN
3. ADD ROUTE MARKER AND
STREET NAME SIGN
4. ADD STOP BAR AND
CENTERLINE MARKINGS
5. ADD STOP BAR AND
STOP SIGN



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: 2021 Certificates of Obligation-Capital Investment Program Project Update

DEPARTMENT: City Manager

PROPOSED ACTION:

No Council action proposed or requested; This item is for a brief update and discussion with the City Council as warranted relative to the 2021 Certificates of Obligation - Capital Investment Program.

BACKGROUND:

The 2021 Certificates of Obligation - Capital Investment Program is designed to fund a wide range of capital improvement projects in support of general government – including the Wastewater Treatment Plant Expansion, County Line Road Phase 1 Project, and a new Elgin Police Department Station.

Certificates of Obligation (COs) and debt issuance in general are a necessary component to funding major capital improvement projects for cities where such funds are not available through the annual operating budget. It is also of particular need in rapidly growing cities like Elgin, where demands for improved services and facilities exceed currently available resources.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION:

Review and discussion of the 2021 Certificates of Obligation - Capital Investment Program; and direction to staff, if any, regarding same.

ATTACHMENTS:

None

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: Departmental Monthly Report – Period ending December 31, 2021

DEPARTMENT: Administration

PROPOSED ACTION: No action required on this item

BACKGROUND: Monthly Reports by Department

Attached is the Monthly Operations Report as of December 31, 2021, representing changes in work load indicators for December 2020 and December 2021 and Year-to-Date for:

HR, Municipal Court, Development Services, Library, Rec Center, Public Works, Water, Wastewater, Trash Collection, and Police

BUDGET/FINANCIAL IMPACT:

Funding for this item was {} included {} not included in the current-year budget {X} N/A

Finance Approval:

Signature: Mysty Nauck Date: 2/4/2022

RECOMMENDATION:

ATTACHMENTS: Monthly Activity Report

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{ } Staff will provide brief comments and answer questions on this item at the meeting.

{X} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



Monthly Report of Operations

As of Dec 2021

Administration	Dec '20	Dec '21	%	YTD 12-31-20	YTD 12-31-21	%
Human Resources						
Total FTE - Filled Positions	101	97	↓ -4%			
Vacancies - all funds	18	32	↑ 78%			
New Hires	2	4	↑ 100%	8	10	↑ 25%
Separations	1	5	↑ 400%	11	12	↑ 9%
Municipal Court						
Total Active Cases Pending (beg. of Month)	15,921	15,751	↓ -1%			
New Cases Filed (incl reactivation of inactive)	62	156	↑ 152%	279	602	↑ 116%
# of Magistrations	25	21	↓ -16%	63	57	↓ -10%
Total Cases Disposed of	109	155	↑ 42%	330	564	↑ 71%
Cases placed on Inactive Status	4	47	↑ 1075%	4	126	↑ 3050%
Total Active Cases Pending (end of Month)	15,865	15,737	↓ -1%			
Fines Collected	\$ 19,822	\$ 34,541	↑ 74%	\$ 57,032	\$ 103,819	↑ 82%
Retained by City	\$ 18,405	\$ 32,917	↑ 79%	\$ 52,531	\$ 96,741	↑ 84%
Development Services						
Construction Permits (all types)	163	172	↑ 6%	369	255	↓ -31%
Revenue from Bldg. Permits	\$ 73,009	\$ 91,344	↑ 25%	174,604	125,961	↓ -28%
Inspections (all types)	653	474	↓ -27%	1,968	1,899	↓ -4%
Revenue from Inspections	\$ 91,003	\$ 143,503	↑ 58%	\$ 229,594	\$ 362,085	↑ 58%
Housing Plats approved (number of lots)	233	460	↑ 97%	233	615	↑ 164%
Community Services						
Library-						
Materials circulated	4,660	5,229	↑ 12%	11,911	16,968	↑ 42%
# Visitors (incl. Progs)	2,384	2,668	↑ 12%	6,713	7,313	↑ 9%
Public Computer Use hrs.	39	243	↑ 523%	83	668	↑ 705%
Public Computer Use Persons	88	238	↑ 170%	166	936	↑ 464%
Civic Center - Rentals (all)	1	20	↑ 1900%	7	67	↑ 857%
Recreation Program -						
Annual Memberships	-	9	→ 0%	2	15	↑ 650%
Monthly Rec Memberships	31	212	↑ 584%	118	481	↑ 308%
Day Passes	107	269	↑ 151%	376	810	↑ 115%
Facility Rental Recreation Center	-	52	→ 0%	269	593	↑ 120%
Facility Rental Fleming Center	-	4	→ 0%	-	42	→ 0%
Athletic Field Rental Hours	4	32	↑ 700%	4	70	↑ 1650%
Pavilion Rentals	-	1	→ 0%	-	9	→ 0%
Concession Stand Revenue	\$ -	\$ -	→ 0%	\$ -	\$ 53	→ 0%
Sponsored Event Revenue	\$ 29	\$ 14	↓ -52%	\$ 754	\$ 209	↓ -72%
Public Works						
Streets:						
Lane miles maintained	57.8	60.2	↑ 4%	173	176	↑ 1%
Pot holes patched - Square Yards	24	549	↑ 2189%	286	688	↑ 140%
Wide Area patching/renovation - SY	-	322	→ 0%	311	402	↑ 29%
Tree Trimming - Yards (new)	-	13	→ 0%	-	110	→ 0%
Street Sign Installation/Repair (new)	-	3	→ 0%	-	15	→ 0%
Crack Seal Lbs of Sealent	31,425	-	↓ -100%	31,425	-	↓ -100%
Paint Striping Linear feet	-	-	→ 0%	2,371	3,584	↑ 51%
Drainage:						
Linear feet of drains cleaned	83	1,000	↑ 1105%	9,051	9,059	↑ 0%
# Culverts Cleared	10	-	→ 0%	10	1	↓ -90%



Monthly Report of Operations

As of Dec 2021

Parks:						
Acres Mowed/maintained	208	240	↑ 15%	448	720	↑ 61%
Reserved Park Facilities	-	-	→ 0%	-	-	→ 0%
# Organized Sports Events	1	1	→ 0%	1	7	↑ 600%

Utilities	Dec '20	Dec '21	%	YTD 12-31-20	YTD 12-31-21	%
Water System:						
# Customers Total/Added by month *	-	196	→	3,430	3,600	
Amount Billed	\$244,074	\$256,734	↑ 5%	\$ 766,613	\$ 802,109	↑ 5%
Meters Replaced	60	7	↓ -88%	279	24	↓ -91%
# Leaks Repaired	-	5	→ 0%	8	19	↑ 138%
Vol. water produced (x1,000 gallons)	28,080	27,991	↓ 0%	96,139	88,378	↓ -8%
Hydrants Tested (new)	-	10	→ 0%	-	8	→ 0%
Main Line Breaks	-	-	→ 0%	4	4	→ 0%
Service Line Breaks	-	6	→ 0%	6	12	↑ 100%

Wastewater System:						
# Customers Total/Added by month *		116	→	3,080	3,196	↑ 3.8%
Amount Billed	\$ 159,513	\$ 173,390	↑ 9%	\$ 479,734	\$ 525,939	↑ 9.6%
Main Lines repaired	2	3	↑ 50%	5	13	↑ 160%
Lines replaced (Linear Feet.)	3	5	↑ 67%	21	5	↓ -76%
Manholes Cleaned	15	5	↓ -67%	33	20	↓ -39%
Average Daily Flow (MGD)	0.6453	0.6508	↑ 1%	0.5676	0.6684	↑ 18%
Total Monthly Flow (MGD)	19.3581	20.1751	↑ 4%	17.1426	20.2701	↑ 18%

Trash Collection:						
# Customers Total/Added by month *		29	→	3,181	3,710	↑ 16.6%
Amount Billed	\$ 102,218	\$ 129,826	↑ 27%	\$ 305,352	\$ 386,851	↑ 26.7%

* # Customers Total /Added by month - the purpose here is to track the increase or decrease of customers over the course of the year. **Current month** shows the number of customers added in the month. The amount in the first YTD column shows the current number of customers. The final column shows year to date additions.

Police Department	Dec '20	Dec '21	%	YTD 12-31-20	YTD 12-31-21	%
Part I Index Offenses						
Murder (# Victims)	-	-	→ 0%	-	-	→ 0%
Rape(# Victims)	-	-	→ 0%	1	1	→ 0%
Robbery (# Victims)	-	1	→ 0%	1	2	↑ 100%
Aggravated Assault (# Victims)	1	2	↑ 100%	9	3	↓ -67%
Total Violent Index Crimes*	1	3	↑ 200%	11	6	↓ -45%
Burglary (# premises entered)	2	3	↑ 50%	6	14	↑ 133%
Theft (# offenses)	7	9	↑ 29%	32	28	↓ -13%
Auto Theft (#vehicles)	1	-	↓ -100%	7	3	↓ -57%
Arson (# premises)	-	-	→ 0%	-	-	→ 0%
Total Property Index Crimes*	10	12	↑ 20%	45	45	→ 0%
Total Part I Index Crimes*	11	15	↑ 36%	56	51	↓ -9%
Part II Index Offenses						
Other Assaults	3	8	↑ 167%	14	27	↑ 93%
Weapons	-	-	→ 0%	4	2	↓ -50%
Narcotics	6	3	↓ -50%	14	6	↓ -57%
DUI	5	1	↓ -80%	14	5	↓ -64%
All Other Part II Offenses	50	42	↓ -16%	129	131	↑ 2%
Total Part II Index Crimes*	64	54	↓ -16%	175	171	↓ -2%
Total All Index Crimes*	75	69	↓ -8%	231	222	↓ -4%

NOTE: Data recorded for the Police Dept. is based on Fiscal Year-to- Date Totals and not Calendar Year.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: City Manager/Staff

PROPOSED ACTION:

No Council action proposed or requested; This item is to allow for general update and/or activities report relating to various on-going city projects or issues.

BACKGROUND:

This item is to provide opportunities for miscellaneous updates and comments by the staff; and general Q&A with the City Council relative to on-going projects and/or issues.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X}
N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

None.

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Regular Meeting Minutes - February 1, 2022

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Meeting Minutes- February 1, 2022

BACKGROUND: N/A

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: Approval of the City Council Meeting Minutes- February 1, 2022

ATTACHMENTS: Minutes

☐ Staff will be making a detailed presentation on this agenda item at the meeting.

☐ Staff will provide brief comments and answer questions on this item at the meeting.

☒ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

MINUTES
ELGIN CITY COUNCIL REGULAR MEETING
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
February 1, 2022

CALL TO ORDER

Mayor Ramirez called the meeting to order at 6:30 p.m.

ROLL CALL

Present: Ron Ramirez, Mayor
Arthur Gibson III, Council Member
Jessica Bega, Council Member
Thomas Ibis, Council Member
Matthew Callahan, Council Member
Skyler Maldonado, Council Member
Sue Brashar, Mayor Pro Tem
Susie Arreaga, Council Member
Forest Dennis, Council Member

Mayor Ramirez stated there was a quorum.

Staff: Thomas L. Mattis, City Manager
Mysty Nauck, Acting Chief Financial Officer
Pamela Sanders, HR Director
Amy Miller, Community Development Director
Jennifer Stubbs, City Secretary
Michael Gonzalez, Public Works Director
David Harrell, Dev. Services Director

INVOCATION

Ms. Bega provided the invocation.

PLEDGE OF ALLEGIANCE

Mayor Ramirez led those in attendance in reciting the Pledge of Allegiance to the Flag of the United States of America and Pledge of Allegiance to the Texas Flag.

PUBLIC HEARING

1. Public Hearing On An Ordinance Amending The Official Zoning Map Of The City Of Elgin, Texas Adopted In Chapter 46, Section 46-3, Revised Code Of Ordinances City Of Elgin, Texas, 2013 And Making This Amendment A Part Of Said Official Zoning Map To Wit: To Rezone Land From “R-3” Single Family, Two Family, And Industrialized Housing District & “C-3” Highway Commercial District To “A” Multiple Family Residential District Located On Parcels Of Land Known By The Bastrop County Appraisal District As Parcels 55724, 133717, 8701937, Parts Of 60525, & Parts Of 118920, Located Between Roy Rivers Rd., Lee Dildy Dr., & Saratoga Farms Blvd., Being More Described In Exhibit “A”; And Providing For A Savings Clause And Repealing Conflicting Ordinances And Resolutions.

Mr. Mattis stated the developers withdrew the request last week. He stated since there had been a publication in the paper and it would be appropriate to have a public hearing only. Mr. Mattis stated a petition had been submitted that protested the zoning change. As of right now, there is no project pending. Mr. Mattis stated he thinks the developers would come back with a new project.

David Massey, 105 Travers Stake Trail, stated he would like to see a traffic study done before a large project is approved.

Jeff Asmussen, 128 Forest Drive, suggested as the growth continues, he would like to request some amenities. He stated that the Villages has swimming pools and patios for residents. Mr. Asmussen stated he would like to see subdivisions that would require some play areas and parks. He stated this would help the residents and make the properties more valuable.

Grant Hennig, 1116 Robin Road, stated this apartment complex would cause more traffic and crime. He asked if there was enough water and wastewater to accommodate a multi-family complex. Mr. Hennig stated we need a plan in advance and we need to protect Elgin.

Danica Marjan, 112 Insider Loop, stated she would like to withdraw her request to speak.

Mayor Ramirez read the public comment submitted by Cynthia Aranda, 111 Cates Cove. She is a third generation Elginite who feels fear at the thought of the proposed apartment complex. She does not want to see her family and neighbors suffer negative consequences associated with this rezoning. Ms. Aranda stated the City of Elgin needs places for recreation, entertainment venue, eating establishments, shopping, and retail. First responders are being overwhelmed and our schools are being overloaded. Ms. Aranda strongly opposes the proposed rezoning.

Sarah Escobar, 102 Travers Stake Trail, stated she would like to withdraw her request to speak.

Michael Payne, 111 Jim Danoy Drive, stated he left Austin because of the noise and neighborhoods growing larger. Mr. Payne stated he did not see a reason for an apartment complex. In his experience, apartment complexes were poorly managed.

2. Public Hearing On An Ordinance Amending Chapter 46 Zoning, Article V Supplementary District Regulations, Division 5 Off-Street Automobile And Vehicle Parking And Loading, Code Of Ordinances, City Of Elgin, TX By Eliminating Minimum Parking Requirements And Setting Maximum Parking Requirements In Certain Areas Of The City; And Providing A Savings Clause And Repealing Conflicting Ordinances And Resolutions.

Mr. Mattis invited Ms. Miller up to the podium. Ms. Miller reminded the Council they approved not having a minimum parking requirement on the physical site in the Historic District where a building owner may be expanding or renovating a building. In 2021, in working with property owners, they were not able to make improvements because it was triggering a requirement for parking. Ms. Miller stated this created additional fees. Essentially, working with Development Services, we added properties to the Historic District that would not be required a minimum number of parking spaces.

Grant Hennig, 1116 Robin Road, stated he wanted the Council to consider the number one problem in surrounding cities is parking. He stated we need to protect the parking areas downtown.

PRESENTATION

1. PROCLAMATION FEBRUARY BLACK HISTORY MONTH

Mayor Ramirez read the proclamation and presented it to Ms. Gwen Johnson.

PUBLIC COMMENT

Courtenay Paris, 506 Lexington Road, stated she thinks Boards & Commissions should be residents of the City of Elgin or the ETJ. She stated the P&Z and the EDC have regulatory authority and they should be required to be residents.

Joseph McCarron, 306 E Brenham Street, asked what the significance of delinquent taxes is and if staff verifies this. He recommended that board members should not serve in any state, county, or city office.

Grant Hennig, 1116 Robin Road, stated he is concerned with consent item number 8. He asked if the Council would pull the consent item and consider this before giving a job to an elected official's family member.

CITY MANAGERS REPORT

Mayor Ramirez moved the City Manager's Report after the Consent Agenda.

1. Sheltering Event Report
2. General Activity Report And/Or Project Update

There was no discussion on this item.

CONSENT AGENDA

1. City Council Regular Meeting Minutes – January 18, 2022

The item passed on the consent agenda.

2. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH TRC ENGINEERS INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO ROY RIVERS ROAD EXTENTION AND PAVING OF INNOVATION WAY; AND MAKING CERTAIN FINDINGS RELATED THERETO.

The resolution passed on the consent agenda.

3. A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO AWARD A BID FOR THE ELGIN SIDEWALK IMPROVEMENTS PROJECT, CDBG-DR CONTRACT NO. 7220042 TO LONE STAR SITEWORK, LLC; AND MAKING CERTAIN FINDINGS RELATED THERETO.

The resolution passed on the consent agenda.

4. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MCDONALD MUNICIPAL AND INDUSTRIAL FOR MANUAL AND AUTOMATIC TRANSFER SWITCHES AND MAKING CERTAIN FINDINGS RELATED THERETO

The resolution passed on the consent agenda.

5. A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO PROVIDE SIGNATURE FOR THE CITY CONCERNING THE ADDITION OF ANOTHER PARTY TO THE “ASSIGNMENT OF DEVELOPMENT AND CONSENT AGREEMENT” TO THE ELGIN MUNICIPAL UTILITY DISTRICTS #1 AND #2 FOR GBRK EDGEWOOD, LLC AND MAKING CERTAIN FINDINGS RELATED THERETO.

The resolution passed on the consent agenda.

6. A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT FOR THE CITY TO CONTINUE RECEIVING ANIMAL SHELTERING SERVICES FROM BASTROP COUNTY

The resolution passed on the consent agenda.

7. A RESOLUTION TO DESIGNATE THE LOCAL RABIES CONTROL AUTHORITY FOR THE CITY OF ELGIN

The resolution passed on the consent agenda.

8. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT FOR AN EVENT
CONTRACTOR FOR THE ELGIN SESQUICENTENNIAL.

The resolution was removed from the consent agenda and moved before the City Manager's Report.

Ms. Bega made a motion to approve consent agenda items 1-7. Mayor Pro Tem Brashar seconded the motion. All voted in favor. The motion was carried.

8. A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS
AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT FOR AN EVENT
CONTRACTOR FOR THE ELGIN SESQUICENTENNIAL.

Mayor Ramirez stated the contractor to be hired was his daughter and he would recuse himself. Mayor Pro Tem Brashar stepped in his place. Mr. Mattis stated employment is separate from a private contractor and as a matter of law, there is a distinction between the two. Mr. Mattis stated this is not a violation of the city charter. This has been disclosed from the very beginning and there are no legal issues relative to this issue. Mr. Dennis stated this position was advertised. One applicant withdrew and another applicant took a position elsewhere. He stated this candidate is very qualified. Mr. Dennis stated there were only 3 applicants. Mr. Mattis stated this was posted online for 30 days. Ms. Bega stated this raised a red flag and might not be the right time to hire the Mayor's daughter. Ms. Bega recommended looking at a plan b. Mr. Ibis stated he agreed with Councilmember Bega. Mr. Maldonado asked if the attorney was consulted. Mr. Mattis said he was. Mr. Dennis made a motion to approve the resolution as presented. Mr. Maldonado seconded the motion. The vote was: Mr. Dennis-yes, Mayor Pro Tem Brashar-yes, Ms. Bega-no, Mr. Gibson-no, Ms. Arreaga-yes, Mr. Maldonado-yes, Mr. Callahan-no, Mr. Ibis-no. The motion failed.

CITY MANAGER'S REPORT

1. Sheltering Event Report

Mayor Ramirez took over as the presiding chair of the meeting. Mr. Mattis provided a report on the sheltering event. He stated 11 people spent the night. Food, water, and cots were provided. Mr. Mattis thanked What-A-Burger and HEB for their contributions. Mr. Mattis stated that staff learned a little bit to help moving forward.

2. General Activity Report And/Or Project Update

Mr. Ibis asked if the shelter needed to be opened up. Mr. Mattis stated we were prepared to respond. He stated if there is ice, it would not be right to have people drive to the shelter. It would be safer to bundle up at home. Mr. Mattis stated they would be prepared to open the shelter if the county reached out. Mayor Ramirez stated they would not open the shelter every time it gets cold.

NEW BUSINESS

1. RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ST DAVID'S FOUNDATION FOR THE LIBRARIES FOR HEALTH GRANT

Mr. Mattis stated this was put on new business to discuss the item because it is great news. He stated our library staff was successful in getting this grant for \$96,000. Ms. Miller came up to the podium. She stated Ms. Labinger spearheaded this grant application. She stated this is a specific effort to provide mental health resources in response to the community's needs. Mr. Mattis thanked St. David's. Mr. Ibis made a motion to approve the resolution. Mr. Gibson seconded the motion. All voted in favor. The motion was carried.

2. AN ORDINANCE AMENDING CHAPTER 46 ZONING, ARTICLE V SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 5 OFF-STREET AUTOMOBILE AND VEHICLE PARKING AND LOADING, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, BY ELIMINATING MINIMUM PARKING REQUIREMENTS AND SETTING MAXIMUM PARKING REQUIREMENTS IN CERTAIN AREAS OF THE CITY; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

Mr. Mattis stated this was the item Ms. Miller briefly discussed. This ordinance was reviewed by the Main Street Board. This is recommended for approval by staff and the Main Street Board. Mr. Ibis stated he felt we should not be restricting parking. Mr. Mattis stated we already were restricting parking and this amendment will loosen the restrictions. Mayor Pro Tem Brashar made a motion to approve the Ordinance as presented. Mr. Dennis seconded the motion. The vote was: Mayor Pro Tem Brashar-yes, Mayor Ramirez-yes, Ms. Bega-yes, Mr. Gibson-yes, Ms. Arreaga-yes, Mr. Maldonado-yes, Mr. Callahan-yes, Mr. Ibis- no, Mr. Dennis-yes. The motion was carried.

3. AN ORDINANCE ESTABLISHING GENERAL RULES AND PROCEDURES, INCLUDING APPOINTMENTS, TERM LIMITS, AND RELATED MATTERS FOR ALL BOARDS AND COMMISSIONS OF THE CITY OF ELGIN, TEXAS; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

Mr. Mattis stated that this item is what was discussed at the worksession last week. Mr. Mattis stated that the TIRZ board was taken out of the Ordinance. Mr. Mattis stated a line was added that stated members could not serve on multiple boards except the Historic Review Board and the Main Street Board. Also, included in the updated Ordinance, all current members seeking reappointment must reapply. The Council agreed to push back the process and reappointments to June of every year. Mr. Mattis discussed some scenarios for establishing term limits. Making appointments now would mean 25 new appointments. Waiting until June 2023, there would be 12 new appointments. Discussion followed. Mayor Pro Tem Brashar made a motion to approve the Ordinance as presented. Mr. Dennis seconded the motion. The vote was: Mayor Pro Tem Brashar-yes, Mayor Ramirez-yes, Ms. Bega-yes, Mr. Gibson-yes, Ms. Arreaga-yes, Mr. Maldonado-yes, Mr. Callahan-yes, Mr. Ibis-no, Mr. Dennis, yes. The motion was carried.

4. AN ORDINANCE OF THE CITY OF ELGIN, TEXAS, CALLING A GENERAL ELECTION ON MAY 7, 2022 FOR THE PURPOSE OF ELECTING CERTAIN CITY OFFICIALS; DESIGNATING ELECTION PRECINCTS AND POLLING PLACES; PROVIDING FOR EARLY VOTING AND ELECTION DAY VOTING; PROVIDING FOR PERFORMANCE OF REQUIRED ADMINISTRATIVE DUTIES; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION; CERTIFYING PROVISION OF REQUIRED ACCESSIBLE VOTING SYSTEMS AT EACH POLLING PLACE; AND PROVIDING FOR OTHER MATTERS RELATING TO SUCH CITY ELECTION

Mr. Mattis stated this is a routine item calling the May 2022 Election. Mr. Maldonado made a motion to approve the Ordinance as presented. Mr. Ibis seconded the motion. All voted in favor. The motion was carried.

Mayor Ramirez stated this item was to provide a brief update on the Boards and Commissions. Mr. Mattis stated that the EDC bylaws are required to have two Council members serve on their board. Discussion followed. Ms. Bega made a motion to table the item. Mr. Gibson seconded the motion. All voted in favor. The motion carried. The Council agreed to look at some dates for a worksession.

EXECUTIVE SESSION

The City Council may announce that it will adjourn the public meeting at any time during the meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on the agenda and/or as permitted by Chapter 551 of the Texas Government Code.

Mayor Ramirez stated the Council would not be retiring into Executive Session.

ANNOUNCEMENTS

Ms. Stubbs stated that Travis County has not posted the polling locations yet. Mr. Maldonado stated to remember pipes, plants, and pets during this winter freeze. Ms. Miller stated we still had 150th-anniversary yard signs available.

ADJOURNMENT

Mayor Ramirez adjourned the meeting at 8:16 p.m.

Ron M. Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: City Council Worksession Meeting Minutes – January 25, 2022

DEPARTMENT: Administration

PROPOSED ACTION: Approval of the City Council Worksession Meeting Minutes- January 25, 2022

BACKGROUND: N/A

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ **Date:** _____

RECOMMENDATION: Approval of the City Council Worksession Meeting Minutes- January 25, 2022

ATTACHMENTS: Minutes

☐ Staff will be making a detailed presentation on this agenda item at the meeting.

☐ Staff will provide brief comments and answer questions on this item at the meeting.

☒ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

MINUTES
ELGIN CITY COUNCIL WORKSESSION
ELGIN PUBLIC LIBRARY ANNEX CITY COUNCIL CHAMBERS
404 NORTH MAIN STREET
January 18, 2022

CALL TO ORDER

Mayor Ramirez called the meeting to order at 6:00 p.m.

ROLL CALL

Present: Ron Ramirez, Mayor
Sue Brashar, Mayor Pro Tem
Arthur Gibson III, Council Member
Jessica Bega, Council Member
Thomas Ibis, Council Member
Matthew Callahan, Council Member
Skyler Maldonado, Council Member
Susie Arreaga, Council Member
Forest Dennis, Council Member

Mayor Ramirez stated there was a quorum. Ms. Arreaga arrived at 6:01 p.m.

Staff: Thomas L. Mattis, City Manager
Pamela Sanders, HR Director
Amy Miller, Community Development Director
Jennifer Stubbs, City Secretary
Michael Gonzalez, Public Works Director
David Harrell, Dev. Services Director
Owen Rock, ED Director

PUBLIC COMMENT

There was no one who wished to speak under the public comment item.

NEW BUSINESS

1. Discuss And Consider Any And All Action Regarding The Appointment/Re-Appointment Of Members To Various City Commissions, Boards, And/Or Committees Including The Planning & Zoning Commission, Board Of Adjustments, Library Advisory Board, Parks & Recreation Advisory Board, Economic Development Corporation Board Of Directors, Tax Increment Reinvestment Zone

Board Of Directors, Historic Review Board, Main Street Board Of Directors, And
Building Standards Commission

Mr. Mattis provided a presentation and answered questions of the Council. The presentation included Administrative items that could be immediately addressed, like making the minutes available online and determining when the Board appointments would be held. The presentation covered items needing clarification, like whether or not the Council wanted to establish term limits because several board members have been serving many years. The presentation covered items that recommended reconsideration such as limiting one seat on a board per household and establishing residency requirements. Ms. Bega stated the January board appointments were problematic and recommended changing to June for reappointments. The Council agreed to move the appointments to June. Mr. Dennis asked if the 30-day window be changed to 60 days. Ms. Bega agreed. Mayor Ramirez asked for clarification if this would go into effect now or next year. Discussion followed and the Council agreed to come back to this at the end of the meeting. Mr. Mattis clarified that board applications are kept on file for a year. Discussion took place regarding term limits. Mr. Dennis stated that four years is not enough time to be an effective board member. Ms. Arreaga agreed. Mr. Mattis stated the staff would work on this a bit and come up with some options. The Council agreed to have the Boards & Commissions present to the Council quarterly. Mayor Ramirez stated he is not in favor of limiting the number of seats per household serving on a Board or Commission. Mayor Pro Tem Brashar and Mr. Callahan stated they agreed. The Council decided not to establish limits in households. The Council agreed to leave the residency requirements as is for now and look at them in the future if necessary. Mr. Callahan left the dais at 6:59 p.m. and returned at 7:05 p.m. Discussion followed. Mr. Gibson left the dais at 7:07 p.m. and returned at 7:08 p.m. Mayor Ramirez left the dais at 7:10 p.m. and returned at 7:11 p.m. The Council agreed to discuss the updated Ordinance at the next Council meeting and to push reappointments in June. Mr. Ibis asked if others could apply if the appointments are moved to June. The Council agreed that citizens would be encouraged to keep applying. Mayor Ramirez thanked the Council and staff.

ADJOURNMENT

Mayor Ramirez adjourned the meeting at 7:22 p.m.

Ron M. Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER REQUEST TO CLOSE STREETS FOR THE JUNETEENTH FESTIVAL AND PARADE ON SATURDAY JUNE 11 FROM 8:00AM TO NOON.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve street closures for Juneteenth Festival Parade

BACKGROUND: The Juneteenth Festival committee request street closures for the Juneteenth Festival Parade on Saturday June 11 from 8am to noon as follows: The Parade route will start from Booker T. Washington Elementary school on M.L.K Blvd, turning left on Alamo and continuing down Alamo to Main Street. At Main Street making a right and travel up North Main to traffic signal at West 2nd, making a left at West 2nd and Main and traveling to stop sign at West 2nd and North Ave. C. The parade will make a left onto North Ave. C. and travel across the tracks to Alamo where the Parade will disperse.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { X } included {} not included in the current-year budget { } N/A

RECOMMENDATION: Approval

ATTACHMENTS: Request

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- { } Staff will provide brief comments and answer questions on this item at the meeting.
- { X } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

ELGIN JUNETEENTH ORGANIZATION

To: City Manager - City of Elgin
From: Bettye Lofton, President - Elgin Juneteenth Organization
Re: Juneteenth Celebration (June 10 – 11) 2022
Date: February 15, 2022
Cc: Chief Chris Noble

The Elgin Juneteenth Organization is happy and excited to celebrate the Sesquicentennial this year along with the City of Elgin and incorporate it in our Juneteenth festivities. With that being said we have scheduled our 23rd year celebration starting with the annual street dance which will be held on Friday, June 10th from 8:00 pm to 12:00 midnight and the grand parade will be held on Saturday June 11th in downtown Elgin beginning at 10:00 am with line-up starting from Booker T. Washington Elementary school on M.L.K. Blvd. The Organization is requesting street closures and assistance in accordance with the parade route.

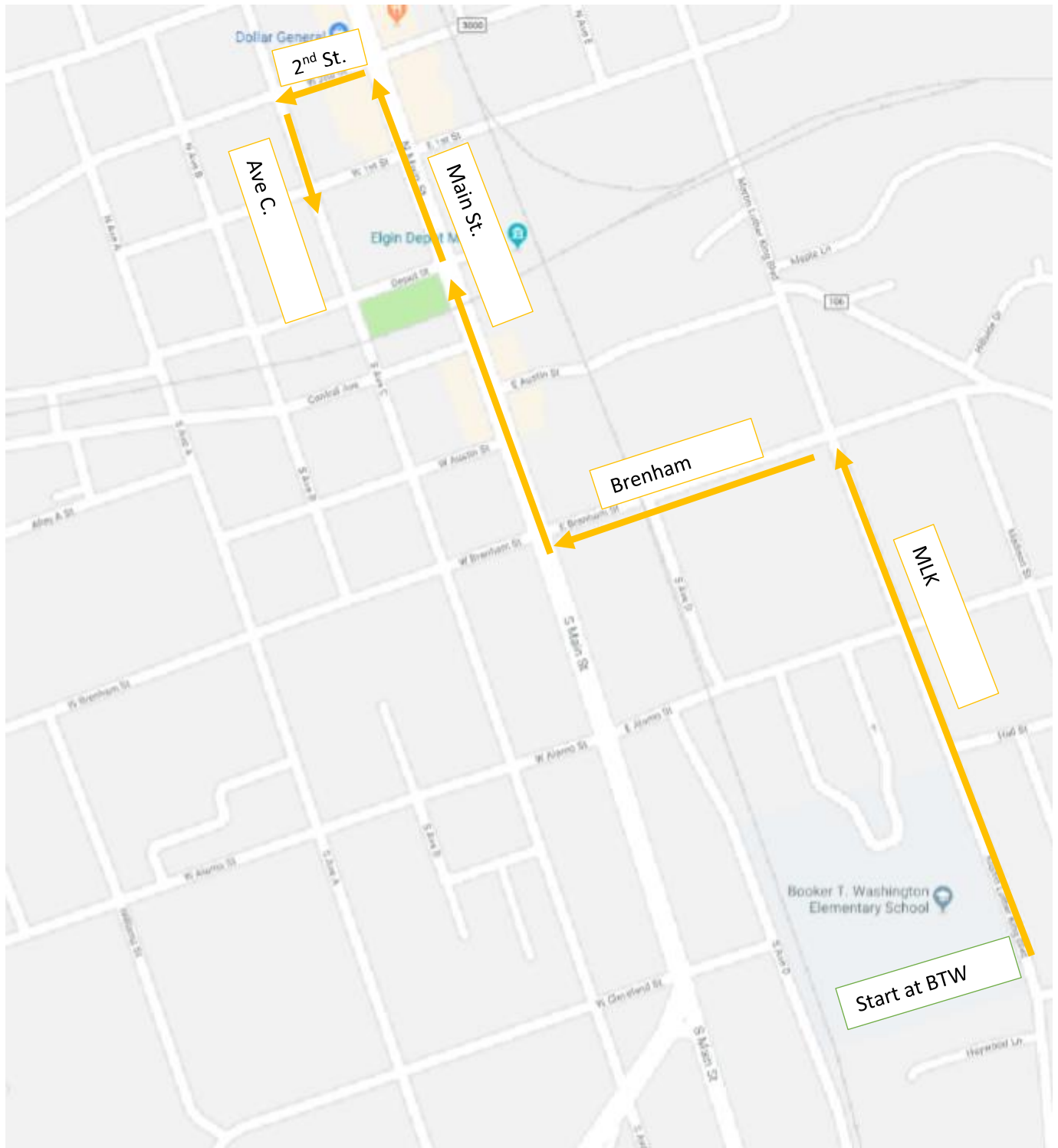
The Parade route will start from Booker T. Washington Elementary school on M.L.K Blvd, turning left on Alamo and continuing down Alamo to Main Street. At Main Street making a right and travel up North Main to traffic signal at West 2nd, making a left at West 2nd and Main and traveling to stop sign at West 2nd and North Ave. C. The parade will make a left onto North Ave. C. and travel across the tracks to Alamo where the Parade will disperse.

The Veterans Memorial Park has been secured for all day activities following the Grand Parade. No alcoholic beverages will be sold, but the Organization requests that the open container permit be waived during the event from 6:00 pm until 12 mid-night on Friday June 10th and from 8:00 am until 6:00 pm on Saturday June 11th. No glass containers will be allowed in the area due to the danger of such usage. The Juneteenth Organization is also requesting that all fees be reduced or waived for this event.

A complete schedule of activities will be available at the council meeting. Please place this on the City Council agenda for March.

I, Bettye Lofton, President of the Organization or a designee will attend the Council meeting to answer any questions or concerns. Thanks in advance for your consideration.

Juneteenth Parade Route





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER REQUEST TO WAIVE FEES FOR JUNETEENTH STREET DANCE PARADE AND FESTIVAL.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve fee waiver request for Juneteenth Street Dance, Parade and Festival.

BACKGROUND: Juneteenth Festival Committee plans the annual Juneteenth Street dance, parade and festival for Elgin in Veterans Memorial Park and on Depot Street. Elgin has been celebrating Juneteenth for 23 years. Thanks to the Juneteenth Festival Committee and the community's support this celebration is back in 2022 after being interrupted for two years due to the COVID19 pandemic. All events are free and held to commemorate emancipation of African American slaves. In 2021 Juneteenth (June 19th) was recognized as a National Holiday, Elgin celebrates on the second weekend of June and in 2022 that will be June 11 and 12. The fees for park rental, street closures, police and public works are \$1,320.00. The Juneteenth Festival committee requests that fees be waived for this free community event.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {X} included {} not included in the current-year budget { } N/A

RECOMMENDATION: Approval of fee waiver request.

ATTACHMENTS: Request

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- { } Staff will provide brief comments and answer questions on this item at the meeting.
- { X } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

ELGIN JUNETEENTH ORGANIZATION

To: City Manager - City of Elgin
From: Bettye Lofton, President - Elgin Juneteenth Organization
Re: Juneteenth Celebration (June 10 – 11) 2022
Date: February 15, 2022
Cc: Chief Chris Noble

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The Parade route will start from Booker T. Washington Elementary school on M.L.K Blvd, turning left on Alamo and continuing down Alamo to Main Street. At Main Street making a right and travel up North Main to traffic signal at West 2nd, making a left at West 2nd and Main and traveling to stop sign at West 2nd and North Ave. C. The parade will make a left onto North Ave. C. and travel across the tracks to Alamo where the Parade will disperse.

The Veterans Memorial Park has been secured for all day activities following the Grand Parade. No alcoholic beverages will be sold, but the Organization requests that the open container permit be waived during the event from 6:00 pm until 12 mid-night on Friday June 10th and from 8:00 am until 6:00 pm on Saturday June 11th. No glass containers will be allowed in the area due to the danger of such usage. The Juneteenth Organization is also requesting that all fees be reduced or waived for this event.

A complete schedule of activities will be available at the council meeting. Please place this on the City Council agenda for March.

I, Bettye Lofton, President of the Organization or a designee will attend the Council meeting to answer any questions or concerns. Thanks in advance for your consideration.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER REQUEST TO WAIVE OPEN CONTAINER ORDINANCE FOR THE JUNETEENTH FESTIVAL AND PARADE ON FRIDAY JUNE 10 FROM 6:00 PM TO MIDNIGHT AND ON SATURDAY JUNE 11 FROM 8:00AM TO 6:00PM IN VETERANS MEMORIAL PARK AND ON DEPOT STREET FROM MAIN STREET TO AVENUE C .

DEPARTMENT: Community Services

PROPOSED ACTION: Approve Open Container Waiver for Juneteenth Festival Street Dance and Parade

BACKGROUND: The Juneteenth Festival committee requests Open container waiver for Depot Street and Veterans Memorial Park for the Friday night Street dance and the festival on Saturday. No glass containers will be allowed. The street dance, parade and festival are the 23rd annual celebration for the community, returning after a two year break due to COVID19.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { X } included {} not included in the current-year budget { } N/A

RECOMMENDATION: Approval

ATTACHMENTS: Request

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
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- { X } This is a routine procedural item and no presentation is planned for the meeting.

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Re: Juneteenth Celebration (June 10 – 11) 2022
Date: February 15, 2022
Cc: Chief Chris Noble

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The Parade route will start from Booker T. Washington Elementary school on M.L.K Blvd, turning left on Alamo and continuing down Alamo to Main Street. At Main Street making a right and travel up North Main to traffic signal at West 2nd, making a left at West 2nd and Main and traveling to stop sign at West 2nd and North Ave. C. The parade will make a left onto North Ave. C. and travel across the tracks to Alamo where the Parade will disperse.

The Veterans Memorial Park has been secured for all day activities following the Grand Parade. No alcoholic beverages will be sold, but the Organization requests that the open container permit be waived during the event from 6:00 pm until 12 mid-night on Friday June 10th and from 8:00 am until 6:00 pm on Saturday June 11th. No glass containers will be allowed in the area due to the danger of such usage. The Juneteenth Organization is also requesting that all fees be reduced or waived for this event.

A complete schedule of activities will be available at the council meeting. Please place this on the City Council agenda for March.

I, Bettye Lofton, President of the Organization or a designee will attend the Council meeting to answer any questions or concerns. Thanks in advance for your consideration.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER REQUEST TO CLOSE STREETS FOR THE WESTERN DAYS PARADE ON SATURDAY JUNE 24, 2022.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve request to close streets for the Western Days Parade on Saturday June 24, 2022.

BACKGROUND: The Elgin Chamber of Commerce is organizing the Western Days parade as part of the Western Days Festival and requests the following street closures. Parade line up will be on 11th street from Main Street to 2nd Street and on 2nd Street. Parade begins at 10am at Main Street and 11th Street and proceeds on Main Street through downtown to Brenham Street. Requests closure of streets and related side streets for the parade with a start time of 8:00a.m. and completion by 12:00 noon. The parade will have an Elgin Sesquicentennial theme for 2022.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {X} included {} not included in the current-year budget { } N/A

RECOMMENDATION: Approval

ATTACHMENTS: Request

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- { } Staff will provide brief comments and answer questions on this item at the meeting.
- { X} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



February 10, 2022

Mayor and City Council
City of Elgin
310 N. Main
Elgin, TX 78621

RE: Item for Agenda

The Elgin Chamber of Commerce Board of Directors is excited about the Western Days Festival planned for the 4th weekend in June. We are especially excited to celebrate the Sesquicentennial this year and have special events as part of our festivities, including the always popular grand parade which will have a sesquicentennial theme. Our community has much to celebrate and we look forward to bringing people together to enjoy this summer tradition that has been enjoyed in Elgin for over 50 years.

The Elgin Chamber of Commerce respectfully request the Elgin City Council consider the following items:

1. Use of Elgin Memorial Park from June 23, 2022 until June 25, 2022 at the discounted non-profit rate.
2. Waive the open container ordinance at Memorial Park for the following dates along with the stipulation that there will not be glass containers:
 - a. June 24, 2022 from 6:00p.m. - 12:15a.m.
 - b. June 25, 2021 from 8:00a.m. - 8:00p.m.

3. Request the use and closure of the following streets and related side streets for the parade with a start time of 8:00a.m. and completion by 12:00 noon. The Parade follows 11th street turning south onto Main and ending at Main and Alamo, with the floats returning on Avenue C to the Elementary School campus.
4. Request the waiver of all fees that may be involved with closing of the streets for the parade.

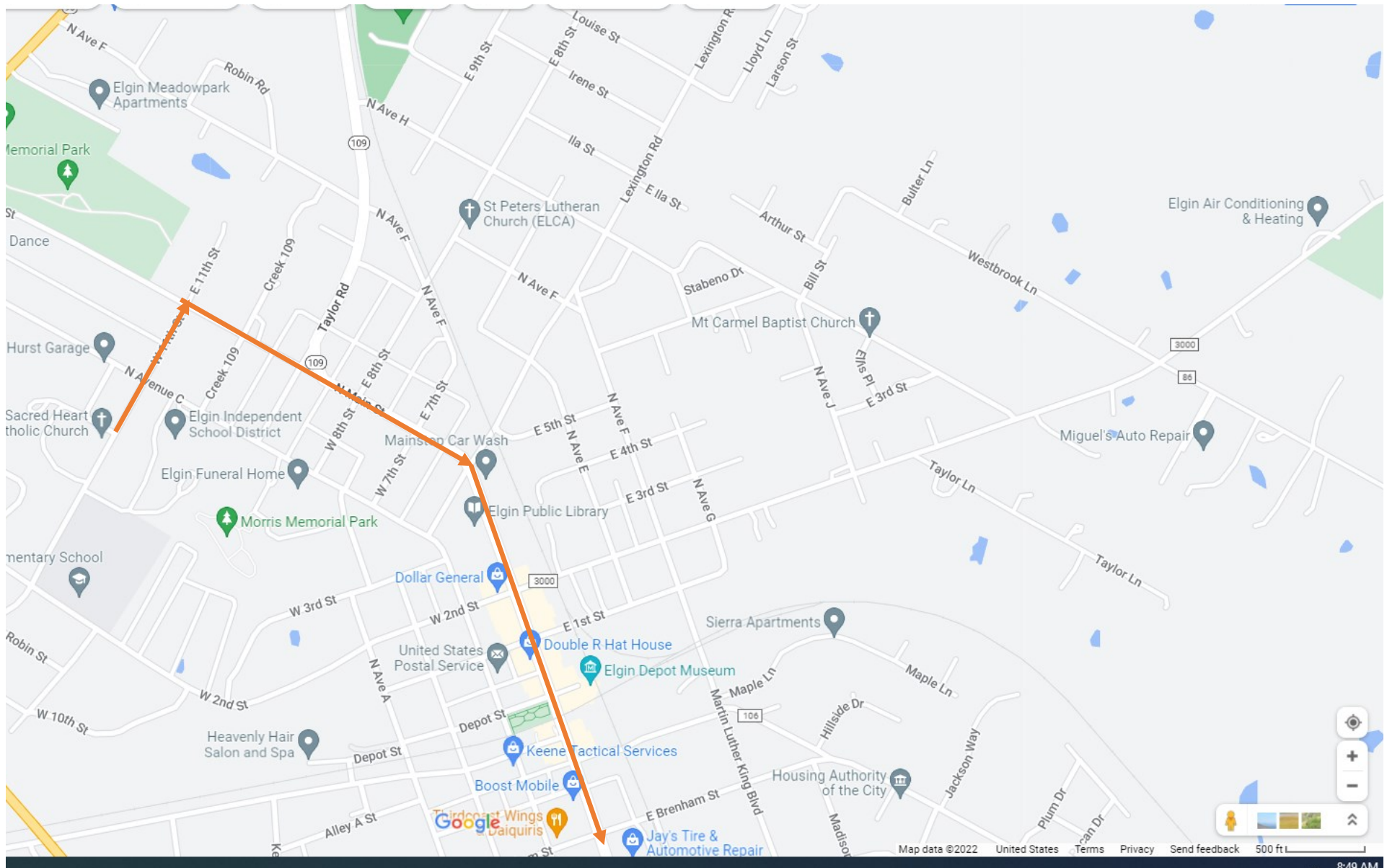
We are looking forward to a great Western Days! We appreciate the City of Elgin's assistance to make this a safe successful event and enjoyed by all participants. We welcome any suggestions and if you have any questions please contact me at 512-285-4515.

Sincerely,

A handwritten signature in cursive script that reads "Gena Carter".

Gena Carter
President

Western Days Parade 2022





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER REQUEST TO WAIVE FEES FOR WESTERN DAYS PARADE AND FESTIVAL.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve fee waiver request for Western Days Parade and Festival.

BACKGROUND: The Elgin Chamber of Commerce organizes the annual Western Days Festival and Parade. Western Days is a free festival with carnival and parade for the community to celebrate our history and community and will be June 24 and 25. The fees for park rental, street closures, police and public works are \$1,550.00. The Elgin Chamber of Commerce requests that fees be waived for this free community event.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {X} included {} not included in the current-year budget { } N/A

RECOMMENDATION: Approval of fee waiver request.

ATTACHMENTS: Request

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- { } Staff will provide brief comments and answer questions on this item at the meeting.
- { X} This is a routine procedural item and no presentation is planned for the meeting.

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February 10, 2022

Mayor and City Council
City of Elgin
310 N. Main
Elgin, TX 78621

RE: Item for Agenda

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3. Request the use and closure of the following streets and related side streets for the parade with a start time of 8:00a.m. and completion by 12:00 noon. The Parade follows 11th street turning south onto Main and ending at Main and Alamo, with the floats returning on Avenue C to the Elementary School campus.
4. Request the waiver of all fees that may be involved with closing of the streets for the parade.

We are looking forward to a great Western Days! We appreciate the City of Elgin's assistance to make this a safe successful event and enjoyed by all participants. We welcome any suggestions and if you have any questions please contact me at 512-285-4515.

Sincerely,

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Gena Carter
President



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER REQUEST TO WAIVE OPEN CONTAINER ORDINANCE FOR WESTERN DAYS IN ELGIN MEMORIAL PARK JUNE 24, 2022 FROM 6:00P.M. - 12:15A.M. AND JUNE 25, 2021 FROM 8:00A.M. - 8:00P.M.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve request to waive open container for Western Days Friday June 24 and Saturday June 25, 2022 in Elgin Memorial Park.

BACKGROUND: The Elgin Chamber of Commerce is hosting Western Days Friday June 24 and Saturday June 25, 2022 in Elgin Memorial Park. Free annual community event to celebrate our history and in 2022 the Elgin Sesquicentennial.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {X} included {} not included in the current-year budget { } N/A

RECOMMENDATION: Approval

ATTACHMENTS: Request

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
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February 10, 2022

Mayor and City Council
City of Elgin
310 N. Main
Elgin, TX 78621

RE: Item for Agenda

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3. Request the use and closure of the following streets and related side streets for the parade with a start time of 8:00a.m. and completion by 12:00 noon. The Parade follows 11th street turning south onto Main and ending at Main and Alamo, with the floats returning on Avenue C to the Elementary School campus.
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We are looking forward to a great Western Days! We appreciate the City of Elgin's assistance to make this a safe successful event and enjoyed by all participants. We welcome any suggestions and if you have any questions please contact me at 512-285-4515.

Sincerely,

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Gena Carter
President



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER REQUEST TO CLOSE STREETS FOR THE VETERANS APPRECIATION PARADE ON SATURDAY NOVEMBER 12, 2022.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve request to close streets for the Veterans Appreciation Parade on Saturday November 12, 2022.

BACKGROUND: The Elgin VFW is organizing a Veterans Appreciation parade. Lineup will be in Elgin Memorial Park and the parade will proceed on Main Street from the parking lot at 11th Street south on Main through downtown to Veterans Park where it will disperse. Parade will begin at 10:00 AM. Community is invited to participate in the parade, to enjoy watching the parade and sharing appreciation for Veterans on Saturday November 12, 2022. The Elgin Sesquicentennial Committee is organizing lunch with a Veteran for Saturday November 12 immediately following the parade at the VFW. Parade is free. Tickets will be available for the lunch.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {X} included {} not included in the current-year budget { } N/A

RECOMMENDATION: Approval

ATTACHMENTS: Request

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

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Tuesday, February 22, 2022

Dear Mayor Ramirez and City Council,

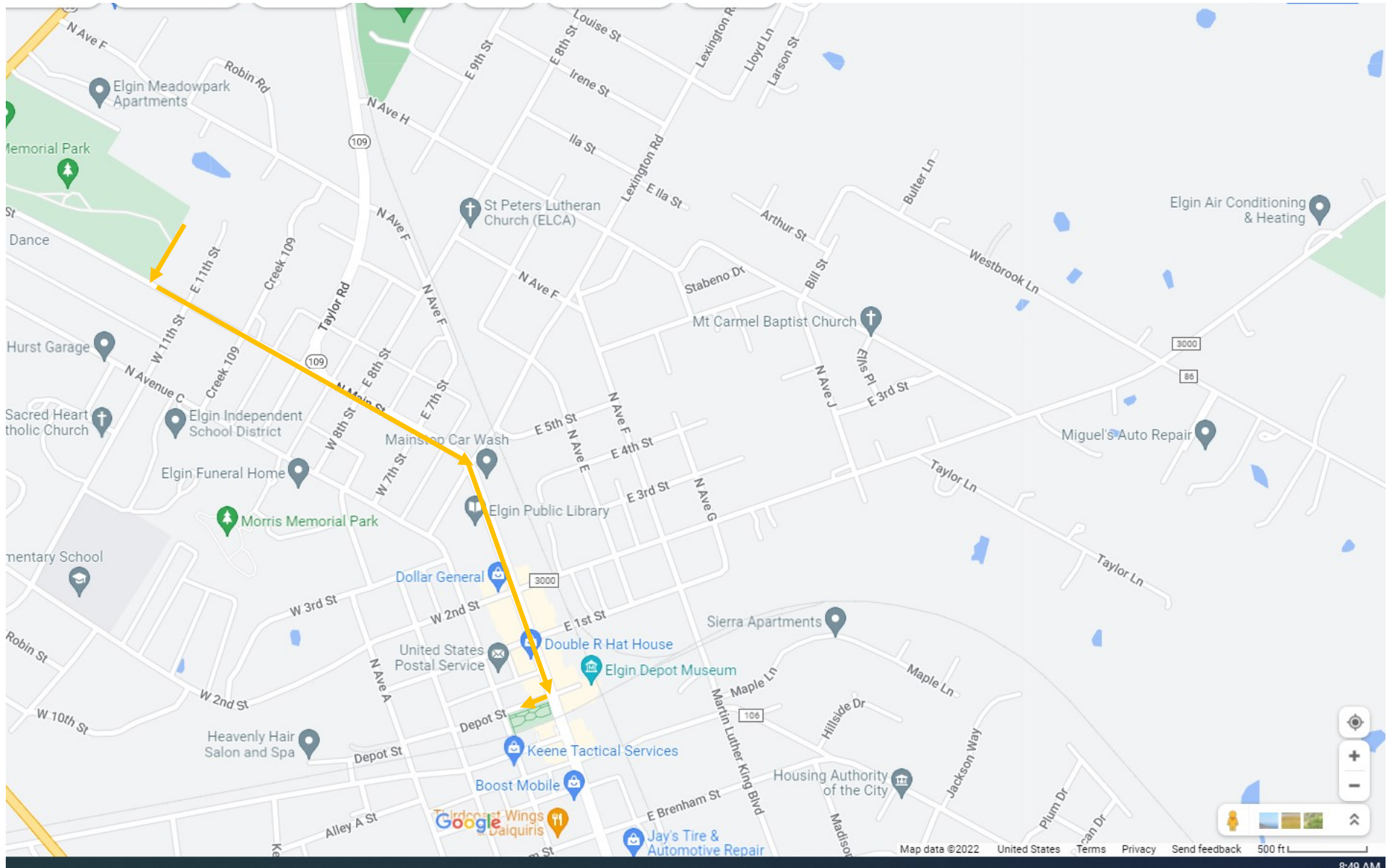
The Veteran's Appreciation Day parade scheduled for Saturday November 12 with a 10 a.m. start time will assemble for formation at Elgin Memorial Park. It will depart from the parking lot at Elgin Memorial Park at 11th Street and Main Street and travel on Main Street to the Veteran's Memorial Park. The entire parade will last about 45 minutes. Fort Hood has been a part of Elgin for five previous parades, which were successful. This year is extra special because we are celebrating Elgin 150th this year. We are asking Fort Hood in Killeen for Military vehicles, Band, honor guard and 1st. Cavalry Division Horse Cavalry Detachment

We request that fees associated with the parade be waived.

Thank you

John Quagliani
American Legion
Commander Post 295
Elgin, Texas 78621

Veterans' Appreciation Parade 2022





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER REQUEST TO WAIVE FEES FOR VETERANS APPRECIATION PARADE.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve fee waiver request for Veterans Appreciation Parade.

BACKGROUND: The American Legion Post 295 and the Veterans Foreign Wars Post 6115 are organizing the Veterans Appreciation parade for Saturday November 12, 2022 at 10am. The fees for park rental, street closures, police and public works are \$1887.50. They request that fees be waived for this free community event.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {X} included {} not included in the current-year budget { } N/A

RECOMMENDATION: Approval of fee waiver request.

ATTACHMENTS: Request

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

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Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

Tuesday, February 22, 2022

Dear Mayor Ramirez and City Council,

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We request that fees associated with the parade be waived.

Thank you

John Quagliani
American Legion
Commander Post 295
Elgin, Texas 78621



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER REQUEST TO CLOSE STREETS FOR THE LIGHTED CHRISTMAS PARADE ON SATURDAY DECEMBER 3 FROM 5:00PM to 8:00PM.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve request to close streets for the Lighted Christmas Parade on Saturday December 3, 2022.

BACKGROUND: The Elgin Volunteer Fire Department is organizing the Lighted Christmas parade for Saturday December 3, 2022. Lineup will be in Elgin Memorial Park and the parade will proceed on Main Street from the parking lot at 11th Street south on Main through downtown to Brenham Street where it will disperse.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {X} included {} not included in the current-year budget { } N/A

RECOMMENDATION: Approval

ATTACHMENTS: Request

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- { } Staff will provide brief comments and answer questions on this item at the meeting.
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ELGIN FIRE DEPARTMENT

P.O. BOX 689 • ELGIN , TEXAS 78621

512-281-4025

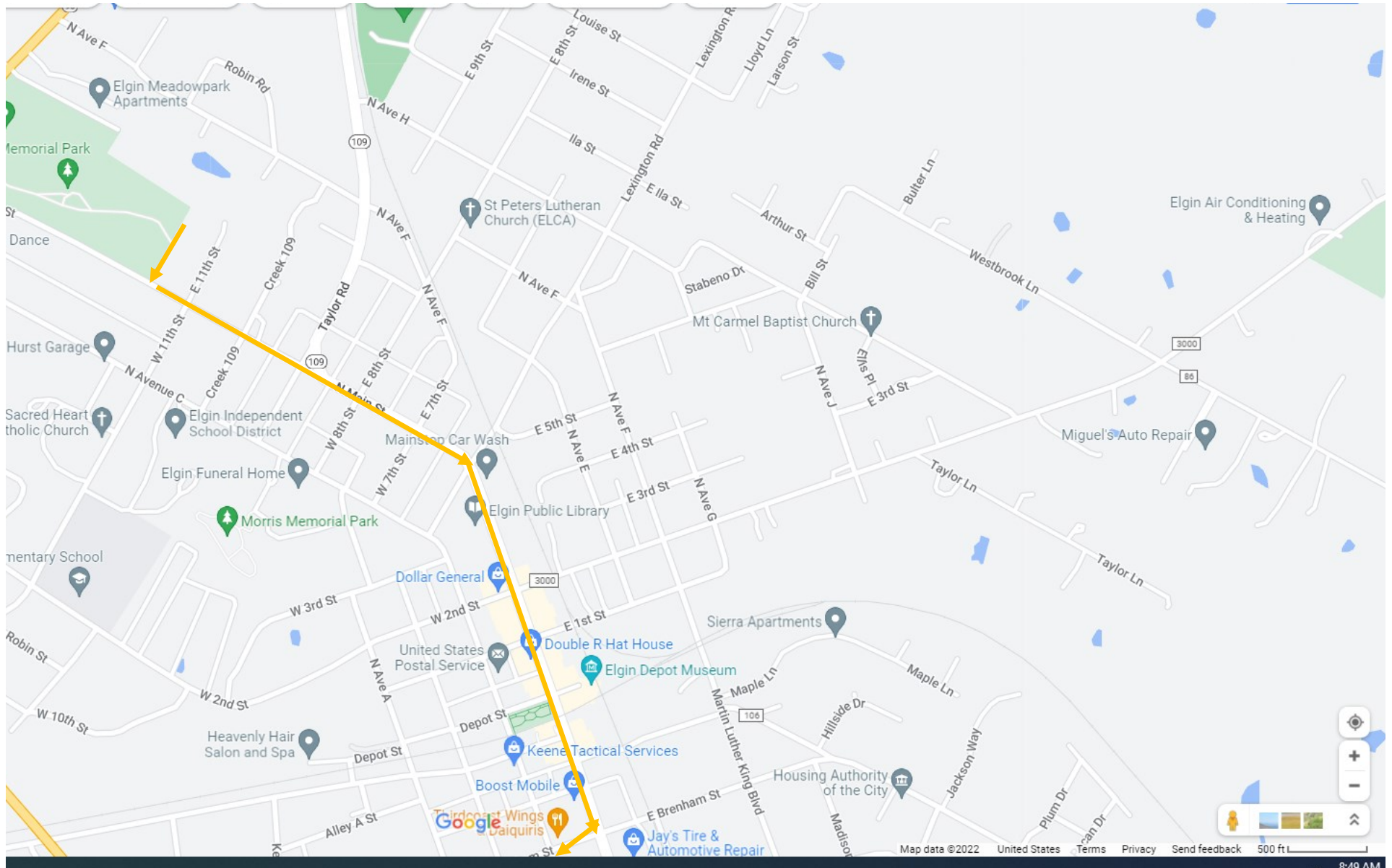
The Elgin Lighted Christmas Parade hosted by the Elgin Volunteer Fire Department will be held Saturday December 3, 2022. Parade line up will be in Elgin Memorial Park. The Parade route will start at Elgin Memorial Park parking lot on N Main at 11th Street, proceed south on Main Street through downtown to Brenham Street where it will disperse. Park reservation for Saturday December 3 from 3pm to 7pm. Traffic control by City of Elgin and Elgin Volunteer Fire Department. The parade is in coordination with the City of Elgin and will highlight the Elgin Sesquicentennial. We Request that all fees for park reservation and street closures to support the parade be waived.

Should you have any questions, please don't hesitate to reach out.

Thank you,

Lauren Cannon

Elgin Lighted Christmas Parade 2022





Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER REQUEST TO WAIVE FEES FOR ELGIN LIGHTED CHRISTMAS PARADE.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve fee waiver request for Elgin Lighted Christmas Parade.

BACKGROUND: The Elgin Volunteer Fire Department organizes the Elgin Lighted Christmas Parade. Held Saturday December 3 at dusk in downtown Elgin, the parade will be part of the Elgin Sesquicentennial time capsule dedication and the Hot Cocoa Stroll. The fees for park rental, street closures, police and public works are \$940.00. EVFD requests that fees be waived for this free community event.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {X} included {} not included in the current-year budget { } N/A

RECOMMENDATION: Approval of fee waiver request.

ATTACHMENTS: Request

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

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ELGIN FIRE DEPARTMENT

P.O. BOX 689 • ELGIN , TEXAS 78621

512-281-4025

The Elgin Lighted Christmas Parade hosted by the Elgin Volunteer Fire Department will be held Saturday December 3, 2022. Parade line up will be in Elgin Memorial Park. The Parade route will start at Elgin Memorial Park parking lot on N Main at 11th Street, proceed south on Main Street through downtown to Brenham Street where it will disperse. Park reservation for Saturday December 3 from 3pm to 7pm. Traffic control by City of Elgin and Elgin Volunteer Fire Department. The parade is in coordination with the City of Elgin and will highlight the Elgin Sesquicentennial. We Request that all fees for park reservation and street closures to support the parade be waived.

Should you have any questions, please don't hesitate to reach out.

Thank you,

Lauren Cannon



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER WAIVING THE OPEN CONTAINER ORDINANCE IN VETERANS MEMORIAL PARK AND ON DEPOT STREET FROM MAIN STREET TO AVENUE B FOR MUSIC IN THE PARK FRIDAYS APRIL 1, 8, 15, 22, 29 AND FRIDAYS MAY 6, 13, 20, 27 FROM 6:30PM TO 10PM.

DEPARTMENT: Community Services

PROPOSED ACTION: Approval of the request to waive the open container ordinance for Music in the Park.

BACKGROUND: Music in the Park is a community event organized by the Sesquicentennial Committee, Friends of Elgin Parks, Elgin Main Street Advisory Board and Parks and Recreation to showcase Elgin musicians, share a variety of musical styles, and provide free entertainment downtown as part of the 2022 Sesquicentennial Celebrations. Funding provided by Friends of Elgin Parks, Elgin Main Street, and the Elgin Sesquicentennial. The music line up is: April 1, Shop Dawgs; April 9, Gypsy Drifters; April 15, Larry Harris Band; April 22, Chubby Knuckle Choir; April 29, Allen Lee Band; May 6, Rumours; May 13, Rian Castillo; May 20 Dirt Road; May 27 Soulphonics. Every Friday in April and May beginning at 6:30pm, bands begin at 7:30pm, food for purchase, free music and entertainment, bring your own blanket, chair and beverages, no glass.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { X } included {} not included in the current-year budget { } N/A

RECOMMENDATION: Approval of the request to waive the open container ordinance for Music in the Park every Friday in April and May from 6:30PM to 10:00PM in Veterans Memorial Park and on Depot Street from Main Street to Avenue B.

ATTACHMENTS:

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- { } Staff will provide brief comments and answer questions on this item at the meeting.
- { X } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER REQUEST TO WAIVE OPEN CONTAINER ORDINANCE FOR THE LUNA MARKET FRIDAY JUNE 3, 2022 FROM 5:00 PM to 10:00 PM IN ELGIN MEMORIAL PARK MAIN PAVILLION.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve Open Container Waiver for Luna Market on Friday June 3 from 5pm to 10pm.

BACKGROUND: The Luna Market is hosted by She Creates Union. The market is free to the public and is a showcase for women makers and artists.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget { X } N/A

RECOMMENDATION: Approval

ATTACHMENTS: Request

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
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Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

Tuesday, February 22, 2022

Dear Mayor Ramirez and City Council,

We are requesting a waiver to allow for open containers at Luna Market on Friday, June 3rd from 6-9 pm. The event will be held in the Main Pavilion at Elgin Memorial Park at 1127 North Main Street. We are asking for the waiver to apply to the hours of 5-10pm. Both Emma Clark and I will be on site for the entire event.

Luna Market is hosted by She Creates Union as a showcase for local women artists & makers, local food, and entertainment, and of course a little bit of theater and whimsy.

She Creates Union is a member of the Elgin Chamber of Commerce and hosts two Luna Markets a year on the first Friday of December and June. We also host creative workshops, have quarterly community meetups and free public events for people of all ages to participate.

Thank you,

Stacey Van Landingham
Emma Clark
Co-founders, She Creates Union
www.shecreatesunion.org



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER REQUEST TO WAIVE FEES FOR ELGIN HIGH SCHOOL SENIOR CLASS OF 2022 HOMETOWN HOLLYWOOD PROM ON SATURDAY APRIL 9, 2022 IN VETERANS MEMORIAL PARK.

DEPARTMENT: Community Services

PROPOSED ACTION: Approve fee waiver for EHS Class of 2022 Senior Prom

BACKGROUND: Senior Prom is organized by Elgin High School and Project Celebration. Fundraising for prom and associated project celebration events have been limited due to the COVID19 Pandemic, and waiver of fees would benefit the students. Depot Street closure, public works employees, and Veterans Park Rental total \$710.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {X} included {} not included in the current-year budget { } N/A

RECOMMENDATION: Approval

ATTACHMENTS: Request

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
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- { X} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

February 10, 2022

To the City of Elgin,

The EHS Senior Class of 2022 would like to formally request the city fee's of downtown rental and road closure (Depot St) to be waived for the date of April, 9th. The school is working with the Project Celebration committee to bring a safe and exciting downtown prom. We are piggy backing with the Sesquicentennial celebrations and hosting a "Hometown Hollywood" theme. Unfortunately, do to the pandemic, fundraisers have been limited to non-existent. This has put our kids with a disadvantage of available funds and we would appreciate any help that we can get.

Thank you for your consideration.

Jennifer Anderson



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: CONSIDER WAIVING FEES FOR RELAY FOR LIFE SATURDAY APRIL 23, 2022.

DEPARTMENT: Community Services

PROPOSED ACTION: Approval of the request to waive fees for Relay For Life.

BACKGROUND: Relay for Life is a fundraiser for the American Cancer Society that has been held in Elgin since 2005, with the exception of 2020 and 2021 due to the COVID19 Pandemic. The organizers request to hold the event at City Hall 310 N Main Street on Saturday April 23 from 4pm to 10pm. Set up and break down for the event will run from 10 am to midnight. The event was planned for and approved for this location in 2020 and 2021, but was cancelled due to the COVID19 Pandemic. The event does not violate the noise ordinance which is located here

https://library.municode.com/tx/elgin/codes/code_of_ordinances?nodeId=PTIICOOR_CH16EN_ARTIII_NO_DIV1GE_S16-54DE The fees associated with closing the City Hall and Library parking lots for this event are \$1,000.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included {} not included in the current-year budget { X } N/A

RECOMMENDATION: Approval of the request to waive fees for Relay for Life on Saturday April 23, 2022 at Elgin City Hall and Library.

ATTACHMENTS:

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- { } Staff will provide brief comments and answer questions on this item at the meeting.
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Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

February 23, 2022

Relay For Life of Elgin has a long-standing tradition in our community as an opportunity to not only raise funds in the fight against stupid cancer via the American Cancer Society, but to also - and most importantly - stand together as we support friends, family, and neighbors who are fighting, celebrate with the survivors, honor the caregivers, and remember those stolen from our lives too soon. With the exception of the pandemic years, Relay For Life has taken place in Elgin annually since 2005. Plans have been made twice to host the event downtown - but the pandemic has postponed those plans. This year, we're determined to see it through! With the approval of the Council, Relay For Life of Elgin 2022 will take place Saturday, April 23, 2022, on the beautiful grounds of our own City Hall, from 4 pm - 10 pm.

We respectfully ask for permission to use the site for the Relay For Life of Elgin event, and to be granted a waiver of the fees for such usage. Access for the site is requested from 10 am - midnight in order for set-up and clean-up to take place. We also request a waiver of the noise ordinance, if it is pertinent to do so given the timeframe of the event.

With great appreciation for the many years and countless ways that the City of Elgin has supported this heartwarming, life changing event, we, the 2022 Relay leads, hereby submit this request.

Thank you.

Krista Lee Marx

Stephen Kylberg

Monica Kylberg

Christina Howard

Ruth Hyatt



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, DESIGNATING FGM ARCHITECTS INC. AS THE MOST QUALIFIED FIRM TO PROVIDE DESIGN SERVICES FOR THE ELGIN POLICE DEPARTMENT STATION RENOVATION AND EXPANSION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

This item is for consideration of a Resolution to designate *FGM Architects Inc.* of Austin, Texas, as the most qualified firm to provide architectural and design services related to the Elgin Police Station Renovation and Expansion Project.

BACKGROUND:

As part of the 2021A Certificates of Obligation, the City issued debt late last year in the principal amount of \$12.5M to provide funding for a wide range of capital improvement projects, including the renovation and expansion the current City of Elgin Police Station.

To guide this process through the planning stage to construction, a building committee was formed that includes the EPD Police Chief, two EPD Commanders, the Public Works Director, the City Engineer and City Manager.

The committee has now completed a formal Request for Proposals (RFP) process, considering various architectural and design firms to provide necessary support services.

The committee received five (5) qualifying responses to the RFP; determined a short list of three (3) firms who were interviewed by the committee; and from that process unanimously recommends *FGM Architects Inc.* of Austin, Texas as the most qualified firm to provide the desired services.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION:

Approval of a Resolution designating *FGM Architects Inc.*, as the most qualified firm to provide architectural and design services related to the Elgin Police Station Renovation and Expansion Project; and direction to staff, if any, regarding same.

ATTACHMENTS: None

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
DESIGNATING FGM ARCHITECTS INC. AS THE MOST
QUALIFIED FIRM TO PROVIDE DESIGN SERVICES
FOR THE ELGIN POLICE DEPARTMENT STATION
RENOVATION AND EXPANSION PROJECT; AND
MAKING CERTAIN FINDINGS RELATED THERETO.**

WHEREAS, the Elgin City Council approved the issuance the 2021A Certificates of Obligation in the principal amount of \$12.5M to provide funding for a wide range of capital improvement projects, including the renovation and expansion the current City of Elgin Police Station; and,

WHEREAS, the EPD Station Building Committee made up of the EPD Police Chief, two EPD Commanders, the Public Works Director, the City Engineer and City Manager was formed to guide the building design process, and;

WHEREAS, the EPD Station Building Committee has completed a professional services Request for Proposals to procure design services in support of this project; and has determined *FGM Architects Inc.* of Austin, Texas to be the most qualified firm.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Selection of Most Qualified Firm. The City Manager is hereby authorized to finalize negotiations on an agreement with *FGM Architects Inc.* of Austin, Texas, for design work associated with the City of Elgin Police Station Renovation and Expansion Project.

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 1st day of March, 2022

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FGM ARCHITECTS INC. FOR DESIGN SERVICES RELATED TO THE ELGIN POLICE DEPARTMENT STATION RENOVATION AND EXPANSION PROJECT; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: City Manager

PROPOSED ACTION:

This item is for consideration of a Resolution authorizing the City Manager to finalize negotiations and execute an agreement with *FGM Architects Inc.* of Austin, Texas, in the amount of \$35,430.00 for the City of Elgin Police Station Renovation and Expansion Project.

BACKGROUND:

As part of the 2021A Certificates of Obligation, the City issued debt late last year in the principal amount of \$12.5M to provide funding for a wide range of capital improvement projects, including the renovation and expansion the current City of Elgin Police Station.

To guide this process through the planning stage to construction, a building committee was formed that includes the EPD Police Chief, two EPD Commanders, the Public Works Director, the City Engineer and City Manager.

The City Council has approved the Building Committee recommendation of *FGM Architects Inc.* of Austin, Texas as the most qualified firm to procure design services in support of this project; and the staff has completed the initial negotiating process with *FGM Architects Inc.* for the desired architectural and design services in support of this project.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {X} included { } not included in the current-year budget { } N/A

RECOMMENDATION:

Approval of a Resolution authorizing the City Manager to finalize negotiations and execute an agreement with *FGM Architects Inc.* of Austin, Texas, in the amount of \$35,430.00 for the City of Elgin Police Station Renovation and Expansion Project; and direction to staff, if any, regarding same.

ATTACHMENTS:

(1) Resolution and (2) a copy of the draft agreement

{ } Staff will be making a detailed presentation on this agenda item at the meeting.

{X} Staff will provide brief comments and answer questions on this item at the meeting.

{ } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH FGM ARCHITECTS INC. FOR DESIGN
SERVICES RELATED TO THE ELGIN POLICE DEPARTMENT
STATION RENOVATION AND EXPANSION PROJECT; AND
MAKING CERTAIN FINDINGS RELATED THERETO.**

WHEREAS, the Elgin City Council approved the issuance the 2021A Certificates of Obligation of \$12.5M to provide funding for a wide range of capital improvement projects, including the renovation and expansion the current City of Elgin Police Station; and,

WHEREAS, the Elgin City Council has approved the EPD Station Building Committee recommendation of *FGM Architects Inc.* of Austin, Texas as the most qualified firm to procure design services in support of this project, and;

WHEREAS, city staff has completed the initial negotiating process with *FGM Architects Inc.* for the desired architectural and design services in support of this project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The City Manager is hereby authorized to finalize negotiations and execute an agreement with *FGM Architects Inc.* of Austin, Texas, in the amount of \$35,430 for the City of Elgin Police Station Renovation and Expansion Project, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Project Change Orders. Through the approval of this Resolution, the City Manager is further authorized to approve project contract change orders in a total amount not to exceed 25% of the approved contract as stated above.

Section 4. 2021 Certificates of Obligation Funding. The City Council does also hereby expressly approve the utilization of proceeds from the 2021A Certificates of Obligation debt issuance in support of the project that is the subject matter of this Resolution; and does further acknowledge that an amendment to the *FY21-22 City of Elgin Annual Operating Budget* may be required at a future date to formally appropriate funds for this item.

Section 5. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 1st day of March, 2022

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



AIA® Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 28 day of February in the year 2022
(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 Elgin
310 North Main Street
P.O. Box 591
Elgin, TX 78621

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

FGM Architects Inc.
3711 South Mopac Expressway
Building Two, Suite 150
Austin, TX 78746

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

New Elgin Police Department Station
202 Depot Street
Elgin, TX 78621

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

Architect shall assist the Owner in the development of a program as part of the Project.

§ 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 Project consists of an approximately 3,500 GSF addition to, and the renovation of, the approximately 4,400 GSF existing station.

§ 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.)

Total project budget is \$3,000,000. A rough-order-of-magnitude Conceptual Project Budget with preliminary line item breakdowns is provided in Exhibit A.

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

.1 Design phase milestone dates, if any:

Programming/Schematic Design Phase completion by April 29, 2022. Subsequent design milestone dates to be determined.

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends to retain a Construction Manager. Agreement is anticipated to be one of the following:
(Indicate agreement type.)

☐ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

TBD

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

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

Sustainable measures are encouraged and will be incorporated into the Project, however the Owner does not intend to pursue LEED or other certification.

(Paragraph deleted)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

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

Thomas L. Mattis
City Manager
City of Elgin
310 North Main Street, P.O. Box 591
Elgin, TX 78621

§ 1.1.9 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.)

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

Init.

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User Notes:

(1479895383)

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

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Construction Manager will be selected following the completion of the Programming/Schematic Design Phase

.2 Land Surveyor:

TBD

.3 Geotechnical Engineer:

TBD

.4

(Paragraphs deleted)

Other consultants and contractors:

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

§ 1.1.11 The Architect identifies the following representatives in accordance with Section 2.4:

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

Robert Galloway, Jr., Principal-in-Charge
FGM Architects Inc.
3711 South Mopac Expressway
Building Two, Suite 150
Austin, TX 78746
512-953-1306

Carl Trominski, Project Manager/Project Architect
FGM Architects Inc.
Address same as above
512-953-1313

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

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

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Civil Engineer:

Jose I. Guerra, Inc.

Init.

2401 South IH-35, Suite 210
Austin, TX 78741
[512-445-2090](tel:512-445-2090)

.2 Structural Engineer:

Tsen Engineering
210 Barton Springs Road, Suite 250
Austin, TX 78704
512-474-4001

.3 Mechanical/Electrical/Plumbing Engineer:

Hendrix Consulting Engineers
115 East Main St.
Round Rock, TX 78664

§ 1.1.12.2 Consultants retained under Supplemental Services:

Not Applicable

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

Not Applicable

§ 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.

§ 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 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 provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

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

§ 2.5 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.

§ 2.6 **Insurance.** 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.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 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 2.6.1 and 2.6.2, 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.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, **Five Hundred Thousand Dollars** (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Three Million Dollars (\$ 3,000,000.00) in the aggregate.

§ 2.6.7 **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.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

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 civil, 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 reasonably requested by Owner, 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, the Construction Manager, 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, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner only if the Architect becomes aware of any error, omission, or inconsistency in such services or information, however, the Architect assumes no duty to discover such errors, omissions, or inconsistencies

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the 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 Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and a reasonable time 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. The Owner shall render decisions in a timely matter so as to not adversely affect the schedule or cause the schedule to be exceeded.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 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.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities having jurisdiction over the design of the Project. The Architect shall use professional care to respond to written publicly available applicable design requirements imposed by those authorities and entities. The Architect shall not be responsible for additional costs incurred because of a reasonable difference of opinion or interpretation of applicable code requirements with that of such governmental authorities.

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

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.1.9 If the Architect's services involve making changes to an existing facility, the Owner shall furnish documentation, drawings and information on the existing facility upon which the Architect may rely for accuracy and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or to cause to be performed any destructive testing or investigation of concealed or unknown conditions. In the event the documentation, drawings or information furnished by the Owner is inaccurate or incomplete, all resulting costs and expenses, including the cost of Additional Services of the Architect, shall be borne by the Owner. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses, costs and expenses, including attorney's fees, arising out of or resulting from the drawings, documentation and information furnished by the Owner.

§ 3.1.10 If the Project involves remodeling and/or rehabilitation of an existing structure, certain assumptions regarding existing conditions are required to be made. Since some of these assumptions may not be verifiable within Owner's budget or without destroying otherwise adequate or serviceable portions of the Project, the Owner agrees that, except for specific tasks identified for the Architect to perform under the Agreement, the Owner shall reimburse the Architect as an Additional Service for changes, modifications, additions or alterations to the Construction Documents which may arise or

result from unforeseen or concealed conditions. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses, costs, damages and expenses arising from unforeseen or concealed conditions.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Programming/Schematic Design Phase Services

§ 3.3.1 The Architect shall assist the Owner in the development of a program for the Project shall review other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall submit the program for the Owner's review and approval and shall prepare a preliminary evaluation of the Owner's schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to gain a general understanding of 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.

§ 3.3.3 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.

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's review and 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.

§ 3.3.5.1 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 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.

§ 3.3.5.2 The Architect shall consider with the Owner 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.

§ 3.3.5.3 The Architect shall prepare an update to the rough-order-of-magnitude Conceptual Project Budget (see Exhibit A).

§ 3.3.6 The Architect shall submit the Programming/Schematic Design Phase Documents to the Owner.

§ 3.3.7 Based on the updated Conceptual Project Budget at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. Upon receipt of Owner's approval of the Programming/Schematic Design Phase Documents and at the direction of the Owner, the Architect shall commence the Design Development Phase. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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. The Architect shall provide one (1) exterior design concept to the Owner for approval as part of the Basic Services. Any additional design concepts shall be charged as an Additional Service in accordance with Architect 4.3.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents. Upon receipt of Owner's approval of the Design Development Documents and at the direction of the Owner, the Architect shall commence the Construction Documents Phase.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 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 Construction Manager's review and 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 Construction Manager 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.

§ 3.5.2 The Architect shall use professional care to incorporate written publicly available design requirements of governmental authorities having jurisdiction over the design of the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents. Upon receipt of Owner's approval of the Construction Documents, the Architect shall commence the Bidding/Negotiation Phase.

§ 3.5.6 The Owner and Architect acknowledge that, given the nature of the design and construction process, certain inconsistencies, conflicts, errors and/or omissions may exist in the Construction Documents prepared by the Architect. It is further acknowledged and agreed that as long as the number and type of such inconsistencies, conflicts, errors and/or omissions are reasonable and consistent with reasonable skill and care, such inconsistencies, conflicts, errors and/or omission shall not constitute a material breach of this Agreement or a deviation from the applicable standard of care set forth herein. Notwithstanding the foregoing, the Architect and its consultants shall modify or correct any errors or omissions in the Construction Documents at no additional cost to Owner.

§ 3.5.7 If, as a result of Architect's failure to comply with the standard of care set forth in this Agreement, an error in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for the additional construction costs for which the Architect is legally responsible in accordance with applicable law.

§ 3.5.8 If, as a result of the Architect's failure to comply with the standard of care set forth in this Agreement, an omission in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for only the additional costs related to adding the omitted item or element over and above that which the Owner would have paid had the omitted item or element been included in the original Construction Documents.

§ 3.5.9 All costs associated with the Architect's negligent errors or omissions which constitute "betterment" or "value added" to the Owner shall be borne by the Owner to the extent of such betterment or value added.

§ 3.5.9.1 Bidding or Negotiation Phase Services

§ 3.5.9.1.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in obtaining either competitive bids or negotiated proposals.

§ 3.5.9.2 Competitive Bidding

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

§ 3.5.9.3 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for electronic distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.9.4 The Architect shall consider written requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 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 Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction to the extent required by this Agreement. If the Owner and Construction Manager 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 in writing to include such modifications. The terms and conditions of this Agreement shall govern and control the Architect's services on the Project. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager 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 jobsite safety, including, but not limited to safety precautions and programs in connection with the Work or compliance with any safety laws, standards, roles, regulations or guidelines governing the Work, nor shall the Architect be responsible for the Construction Manager'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 Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.1.4 The Architect shall not be responsible for any aspect of design, procurement, erection, construction, monitoring, observation or use of any scaffolds, hoists, cranes, ladders, bracing or supports of any type on the Project, whether temporary or permanent, nor shall the Architect have responsible for construction barricades, barriers, safety cones, tape, warnings, signage, canopies or other similar devices of any kind, whether for vehicular or pedestrian traffic or otherwise on or around the Project site. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under common law, statute or regulation to construction workers or any other persons regarding safety or the prevention of accidents at the Project.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site as 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 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 Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner and Construction Manager the rejection of Work that does not conform to the Contract Documents and reject such Work as directed by the Owner. The Architect shall notify the Construction Manager about the rejection. Subject to the Owner's written approval 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 Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work and the Architect shall not be responsible for defects or deficiencies of the Contractor, Subcontractors, or suppliers resulting from their failure to complete Work in accordance with the Contract Documents.

§ 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 Construction Manager. 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 Construction Manager, 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 Construction Manager 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 Construction Manager as provided in the Contract Documents. In no event shall the Architect be liable for decisions made in such capacity if made in good faith.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager 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 Construction Manager'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 Construction Manager 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 Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager 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 Construction Manager'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 After the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples that are required by the Contract Documents, 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 specific details, equipment or systems, which are the Construction Manager'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. Regardless of the review, notations or mark-ups of the Architect on any submittal, shop drawing or product data, neither the Architect nor its consultants shall be responsible for any aspect of the submittal, shop drawing or product data which does not comply with the requirements of the Contract Documents, responsibility for which rests solely with the Contractor.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect or its consultants shall specify the appropriate performance and design criteria that such services must satisfy. Subject to the terms of Article 3.6.4.2, the Architect obtain review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect for informational purposes only. The Architect and its consultants 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 and its consultants 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 Construction Manager 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 under this Article 3.6.5.

§ 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 Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection observed by the Architect 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 (1) check overall conformance of the Work observed with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the punch list submitted by the Construction Manager 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 Construction Manager, 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 Construction Manager: (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 Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon written 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 <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
§ 4.1.1.4 Measured drawings	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.13 Cost estimating	Architect (if required beyond the cost estimate for the Programming/Schematic Design Phase)
<i>(Row deleted)</i>	
§ 4.1.1.16 As-designed record drawings	Architect
§ 4.1.1.17 As-constructed record drawings	Architect
§ 4.1.1.18 Post-occupancy evaluation	Architect
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.24 Commissioning	Not provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.26 Historic preservation	Not provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28 Other services provided by specialty Consultants	Architect
§ 4.1.1.29 Other Supplemental Services	Architect

§ 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 shall be prepared if Supplemental Service is required.

(Paragraphs deleted)

§ 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.

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§ 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 recommendations given by the Construction Manager or the Owner, 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 bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 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;
- .5 Services necessitated by decisions of the Owner or Construction Manager 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;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, public presentations, meetings or hearings other than Owner's City Council meetings;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .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;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate..16 Documentation, data collection, preparation for and attendance at meetings and similar services necessitated by the inclusion of a provision for liquidated damages in the Contract Documents;
- .17 Services related to regional storm water studies; or
- .18 Services related to building permitting in excess of forty (40) hours.

§ 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 beyond the services performed provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager'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 Construction Manager 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 Construction Manager
- .2 Two per Month (2/mo) visits to the site by the Architect during construction
- .3 Two (2) 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 Two (2) 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 thirty (30) 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 retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall confirm and/or 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, including design changes necessitated by unforeseen conditions or concealed conditions, or a reasonable number of conflicts, errors or inconsistencies in the Contract Documents within the standard of care set forth herein. 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 and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 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.

§ 5.5 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.

§ 5.6 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.

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

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager 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.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager 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 Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager 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 Construction Manager, including the General Conditions of the Contract for Construction.

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

§ 5.16 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.

§ 5.17 The Owner shall contract separately for the consulting services in this Article 5. Unless otherwise indicated herein, the services to be provided by Owner's consultants shall be performed by licensed professionals who shall affix their seals on the appropriate documents prepared by them. The Owner shall require its consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflicts. The Architect shall have no responsibility for the components of the Project designed by Owner's consultants or for the adequacy of their drawings or other documentation. Review by the Architect of the work product of Owner's consultants

is solely for consistency with the Architect's design concept of the Project. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by those consultants in connection with such work product and shall not be required to review or verify calculations, designs or other documentation for compliance with applicable codes, laws, ordinances, rules and regulations nor shall Architect be responsible to discover errors or omissions in such documents or services. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses and expenses, including attorney's fees, arising out of services performed by Owner's consultants even if Owner contends the Architect or its consultants should have discovered errors or omissions in the services of Owner's consultant.

§ 5.18 If the Owner deviates from or authorizes deviations, recorded or unrecorded, from the Contract Documents without the written agreement of the Architect, the Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from such deviations.

§ 5.19 The Owner shall include in all contracts for construction Articles 3.5 and 3.18 of the AIA A-201 General Conditions of the Contract for Construction, 2017 Edition.

§ 5.20 The Owner shall include in all contracts for construction the requirement that the contractor(s) name the Owner and Architect as additional insureds on all liability insurance policies required of the Contractor(s) for the Project. Such insurance shall be required to be primary and non-contributory over any insurance carried by the Owner or Architect.

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 the Construction Manager's 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 compensation of the Construction Manager for Preconstruction Phase services; 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 the Initial Information and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. At the commencement of construction, the design contingency shall be reduced to three (3%) percent of the construction budget to cover ambiguities, inconsistencies, incompleteness, errors or omissions in the drawings, specifications or other documentation furnished by the Architect. The Architect shall not be liable for errors or omissions unless such errors or omissions both exceed the contingency and constitute a breach of the standard of care set forth herein. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review, but in no event shall the Architect be liable if the bids of Cost of the Work exceed the estimate or the Owner's budget.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, 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.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, as an Additional Service, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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, and maintaining, and for informational purposes only in connection with any alteration or addition 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 Construction Manager, 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 or if the Architect is terminated without cause as provided in Article 9.5, 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 or obtaining the written consent of the Architect 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 defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses, 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..

§ 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.

§ 7.6 The following provisions apply to any Instruments of Service provided in electronic format:

§ 7.6.1 The official Instruments of Service are the signed and sealed Drawings and Specification issued in paper format for use in connection with the Project.

§ 7.6.2 The Architect may, in its sole discretion, provide for use to Owner and/or Construction Manager from time to time upon request by Owner and/or Construction Manager for their convenience, the Architect's Building Information Model ("BIM") and/or CAD or other electronic files. The design documents, calculations, drawings, details, backgrounds and other information prepared by the Architect in electronic format, whether incorporated in the BIM Model or in CAD format (hereinafter collectively referred to as "Electronic Instruments of Service") are instruments of the professional architectural service intended for use only in connection with the construction of this Project. The Electronic Instruments of Service are and shall remain the property of the Architect.

§ 7.6.3 The Electronic Instruments of Service are provided for the sole purpose of communicating the state of the design to date, and the Owner and Construction Manager acknowledge that such Electronic Instruments of Service may not be final or complete. The Owner and Construction Manager acknowledges that use by Owner and/or Construction Manager or their Contractors of the Electronic Instruments of Service is at their own sole risk and responsibility. Under no circumstances shall such Electronic Instruments of Service be used on other projects, for additions to the Project or completion of this Project by another design professional without the written consent of the Architect. Any such use or reuse by the Owner and/or Construction Manager or others without the written consent of the Architect for the specific purpose intended shall be at each of their sole risk and without liability to the Architect. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses and expenses, including attorney's fees, arising out of or resulting from the Owner and/or Construction Manager's use or reuse of Electronic Instruments of Service or any use in violation of any terms of this Article. Any such consent or adaptation for use shall entitle the Architect to further compensation at rates to be mutually agreed upon by the Owner and Architect.

§ 7.6.4 Because of the possibility that data stored on electronic media or delivered in machine readable format may be subject to alteration, deterioration, incompatibility, translation and readability issues, whether inadvertently or otherwise, the Owner agrees that the Architect shall not have responsibility or liability in connection with the completeness, accuracy or correctness of the Electronic Instruments of Service, information and data and use by the Owner and/or its Construction Manager is at their sole risk and responsibility. The Architect reserves the right to retain hard copy originals of all Project documentation delivered to the Owner and/or its Construction Manager in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner and/or its Construction Manager. The Owner's and/or its Construction Manager's right to use Electronic Instruments of Service or to use the paper Instruments of Services prepared by the Architect is conditional upon the Owner in full compliance with its obligations under this Agreement.

§ 7.6.5 The Owner and/or its Construction Manager acknowledge and understand that the use and automated conversion of information and data in the Electronic Instruments of Service provided by the Architect to a derivative work, model, or alternate system, format or version by the Owner and/or its Construction Manager may not be accomplished without the introduction of inexactitudes, anomalies, or errors. In the event the Electronic Instruments of Service provided are so used or converted, the Owner agrees to assume all risks associated therewith and releases the Architect from such responsibility, and to the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect and its consultants from and against all claims, liabilities, losses, damages and expenses, including, but not limited to, attorney's fees, arising in connection therewith.

§ 7.6.6 The electronic data files are intended to work only as described in the Agreement. These files are compatible only on AutoCAD 2012 or Revit Architecture 2012 or later releases. The Owner shall verify drawing release number and file format with the Architect at the time the files are transmitted. The Architect makes no warranty as to the compatibility of the Electronic Instruments of Service.

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 Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Owner shall name or require that its contractor(s) name the Architect as an additional insured under any Builders Risk or property insurance policy maintained on the Project.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect’s obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend. The Architect’s duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages including, without limitations, lost profits, lost revenues, delay damages, loss of market, financing charges, interest and overhead, for claims, disputes, or other matters in question arising out of or relating to this Agreement or the services provided. 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 litigation. 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 litigation. Prior to the initiation of mediation, on written notice of either party to the other of an intent to mediate a dispute under this Agreement, each party shall designate a representative and shall meet within five (5) days after service of the notice of intent to mediate. The parties shall attempt to resolve the dispute through negotiation within ten (10) days of the meeting. Should the parties be unable to agree on a resolution with such ten (10) day period, the parties shall proceed to mediation as set forth herein.

§ 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 or such other forum as the Owner and Architect may mutually agree in accordance with the administrative rules of the mediation service 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 but, in such event, mediation shall proceed in advance litigation, 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.

§ 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)*

Init.

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.

(Paragraphs deleted)

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., The Owner shall promptly pay the Architect all sums due prior to suspension and any expenses incurred in the interruption. Upon 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

(Paragraphs deleted)

Not Used

§ 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.

§ 10.2 Terms in this Agreement, not defined herein, shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 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 prompt 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 non-public 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:

(Paragraph deleted)

.2 Percentage Basis
(Insert percentage value)

Thirteen (13) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

(Paragraphs deleted)

Init.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, 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.)

On the basis of the hourly billing rates indicated in Section 11.7 for the professional and technical employees engaged on the Project or on the basis of a negotiated lump sum.

§ 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.)

On the basis of the hourly billing rates indicated in Section 11.7 for the professional and technical employees engaged on the Project or on the basis of a negotiated lump sum.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus

(Paragraphs deleted)

one and one tenth percent (1.1 %).

§ 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:

Programming/Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 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.

§ 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 periodically 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)
FGM Architects Inc.	
Principal	\$250.00
Architect IV	\$220.00

Architect III	\$170.00
Architect II	\$145.00
Architect I	\$105.00
Interior Designer IV	\$215.00
Interior Designer III	\$170.00
Interior Designer II	\$145.00
Interior Designer I	\$100.00
Project Administrator	\$100.00

§ 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 and 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;
- .10 Site office expenses; and

(Paragraph deleted)

- .11 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 one and one tenth percent (1.1 %) of the expenses incurred.

§ 11.9

(Paragraphs deleted)

Not Used

§ 11.10 Payments to the Architect

(Paragraphs deleted)

§ 11.10.1 Not Used

§ 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 sixty (60) 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.)

In accordance with the Local Government Prompt Payment Act if applicable, or if not applicable, one percent per month %

§ 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.

Init.

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.)

§ 12.1 The Owner and Architect have reviewed the risks, rewards and benefits of the Project to each and the Architect's total compensation for services. The Owner agrees that, to the fullest extent permitted by law, the Architect's total liability to the Owner for any and all claims, damages, losses, and expenses of any kind and nature, whether in tort, contract or otherwise, arising out of this Agreement or the services provided by the Architect shall not exceed the available insurance proceeds covering such liability.

§ 12.2 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.

§ 12.3 Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted to the Owner and the Architect at the following addresses:

Architect:

FGM Architects Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

Owner:

City of Elgin
310 North Main Street
P.O. Box 591
Elgin, TX 78621

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 B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

(Paragraphs deleted)

- .2 Exhibits:

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

(Paragraphs deleted)

[

☒] Exhibit A: Conceptual Project Budget, dated 2/25/

☒] Exhibit B: Programming/Schematic Design Phase: Preliminary Schedule of Tasks and Activities, dated 2/25/22

(Paragraph deleted)

- .3 Other documents:

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

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

OWNER *(Signature)*

ARCHITECT *(Signature)*

Robert B. Galloway, AIA, CSIPrincipal-in-Charge

Init.

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User Notes:

(1479895383)

(Printed name and title)

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

ARCHITECT (Signature)

Carl TrominskiProject Manager

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

Init.

/

Additions and Deletions Report for

AIA[®] Document B133™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:43:19 ET on 02/25/2022.

PAGE 1

AGREEMENT made as of the 28 day of February in the year 2022

...

City of Elgin
310 North Main Street
P.O. Box 591
Elgin, TX 78621

...

FGM Architects Inc.
3711 South Mopac Expressway
Building Two, Suite 150
Austin, TX 78746

...

New Elgin Police Department Station
202 Depot Street
Elgin, TX 78621

...

TBD
PAGE 2

Architect shall assist the Owner in the development of a program as part of the Project.

...

The Project consists of an approximately 3,500 GSF addition to, and the renovation of, the approximately 4,400 GSF existing station.

...

Total project budget is \$3,000,000. A rough-order-of-magnitude Conceptual Project Budget with preliminary line item breakdowns is provided in Exhibit A.

PAGE 3

Programming/Schematic Design Phase completion by April 29, 2022. Subsequent design milestone dates to be determined.

...

TBD

...

TBD

...

TBD

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement: Manager Agreement is anticipated to be one of the following:

...

TBD

...

Sustainable measures are encouraged and will be incorporated into the Project, however the Owner does not intend to pursue LEED or other certification.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

Thomas L. Mattis
City Manager
City of Elgin
310 North Main Street, P.O. Box 591
Elgin, TX 78621

PAGE 4

Construction Manager will be selected following the completion of the Programming/Schematic Design Phase

...

TBD

...

TBD

.4 Civil Engineer:

.5 Other consultants and contractors:

...

§ 1.1.11 The Architect identifies the following ~~representative~~ representatives in accordance with Section 2.4:

...

Robert Galloway, Jr., Principal-in-Charge
FGM Architects Inc.
3711 South Mopac Expressway
Building Two, Suite 150
Austin, TX 78746
512-953-1306

Carl Trominski, Project Manager/Project Architect
FGM Architects Inc.
Address same as above
512-953-1313

...

.1 ~~Structural~~ Civil Engineer:

Jose I. Guerra, Inc.
2401 South IH-35, Suite 210
Austin, TX 78741

PAGE 5

.2 ~~Mechanical~~ Structural Engineer:

Tsen Engineering
210 Barton Springs Road, Suite 250
Austin, TX 78704
512-474-4001

...

.3 ~~Electrical Engineer~~ Mechanical/Electrical/Plumbing Engineer:

Hendrix Consulting Engineers
115 East Main St.
Round Rock, TX 78664

...

Not Applicable

...

Not Applicable

...

§ 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 these 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.

...

§ 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~~, Agreement or shall cause such services to be performed by appropriately licensed design professionals.

PAGE 6

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$ 1,000,000.00) for each occurrence and Two Million Dollars (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000.00) per claim and Three Million Dollars (\$ 3,000,000.00) in the aggregate.

...

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, 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, meetings reasonably requested by Owner,~~ 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, the Construction Manager, 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, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner only if the

Architect becomes aware of any error, omission, or inconsistency in such services ~~or information or information,~~ however, the Architect assumes no duty to discover such errors, omissions, or inconsistencies

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the 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 Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and a reasonable time 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. The Owner shall render decisions in a timely matter so as to not adversely affect the schedule or cause the schedule to be exceeded.

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§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities ~~providing utility services to having jurisdiction over the design of~~ the Project. The Architect shall use professional care to respond to written publicly available applicable design requirements imposed by those authorities and entities. The Architect shall not be responsible for additional costs incurred because of a reasonable difference of opinion or interpretation of applicable code requirements with that of such governmental authorities.

...

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.1.9 If the Architect's services involve making changes to an existing facility, the Owner shall furnish documentation, drawings and information on the existing facility upon which the Architect may rely for accuracy and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or to cause to be performed any destructive testing or investigation of concealed or unknown conditions. In the event the documentation, drawings or information furnished by the Owner is inaccurate or incomplete, all resulting costs and expenses, including the cost of Additional Services of the Architect, shall be borne by the Owner. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses, costs and expenses, including attorney's fees, arising out of or resulting from the drawings, documentation and information furnished by the Owner.

§ 3.1.10 If the Project involves remodeling and/or rehabilitation of an existing structure, certain assumptions regarding existing conditions are required to be made. Since some of these assumptions may not be verifiable within Owner's budget or without destroying otherwise adequate or serviceable portions of the Project, the Owner agrees that, except for specific tasks identified for the Architect to perform under the Agreement, the Owner shall reimburse the Architect as an Additional Service for changes, modifications, additions or alterations to the Construction Documents which may arise or result from unforeseen or concealed conditions. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses, costs, damages and expenses arising from unforeseen or concealed conditions.

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§ 3.3 Schematic Design Phase Services

§ 3.3 Programming/Schematic Design Phase Services

§ 3.3.1 The Architect shall ~~review the program, and other information furnished by the Owner and Construction Manager,~~ assist the Owner in the development of a program for the Project shall review other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall submit the program for the Owner's review and approval and shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain gain a general understanding of 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.

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

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

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for ~~Construction Manager's review and the Owner's~~ the Owner's review and 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.

...

§ 3.3.5.2 The Architect shall consider with the Owner and ~~the Construction Manager~~ 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.

§ 3.3.5.3 The Architect shall prepare an update to the rough-order-of-magnitude Conceptual Project Budget (see Exhibit A).

§ 3.3.6 The Architect shall submit the ~~Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.~~ Programming/Schematic Design Phase Documents to the Owner.

§ 3.3.7 ~~Upon receipt of the Construction Manager's review comments and cost estimate~~ Based on the updated Conceptual Project Budget at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If Upon receipt of Owner's approval of the Programming/Schematic Design Phase Documents and at the direction of the Owner, the Architect shall commence the Design Development Phase. ~~If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.~~

§ 3.3.8 In the further development of the Drawings and Specifications during ~~this and~~ subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

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§ 3.4.1 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 Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and 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. The Architect

shall provide one (1) exterior design concept to the Owner for approval as part of the Basic Services. Any additional design concepts shall be charged as an Additional Service in accordance with Architect 4.3.

...

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents. Upon receipt of Owner's approval of the Design Development Documents and at the direction of the Owner, the Architect shall commence the Construction Documents Phase.

...

§ 3.5.2 The Architect shall ~~incorporate the use professional care to incorporate~~ incorporate written publicly available design requirements of governmental authorities having jurisdiction over the design of the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and ~~Specifications~~, Specifications and may include sample forms.

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§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section ~~6.7~~, 6.7 and request the Owner's approval of the Construction Documents. Upon receipt of Owner's approval of the Construction Documents, the Architect shall commence the Bidding/Negotiation Phase.

§ 3.5.6 The Owner and Architect acknowledge that, given the nature of the design and construction process, certain inconsistencies, conflicts, errors and/or omissions may exist in the Construction Documents prepared by the Architect. It is further acknowledged and agreed that as long as the number and type of such inconsistencies, conflicts, errors and/or omissions are reasonable and consistent with reasonable skill and care, such inconsistencies, conflicts, errors and/or omission shall not constitute a material breach of this Agreement or a deviation from the applicable standard of care set forth herein. Notwithstanding the foregoing, the Architect and its consultants shall modify or correct any errors or omissions in the Construction Documents at no additional cost to Owner.

§ 3.5.7 If, as a result of Architect's failure to comply with the standard of care set forth in this Agreement, an error in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for the additional construction costs for which the Architect is legally responsible in accordance with applicable law.

§ 3.5.8 If, as a result of the Architect's failure to comply with the standard of care set forth in this Agreement, an omission in the Construction Documents results in additional construction costs to the Owner, the Architect shall be responsible for compensating the Owner for only the additional costs related to adding the omitted item or element over and above that which the Owner would have paid had the omitted item or element been included in the original Construction Documents.

§ 3.5.9 All costs associated with the Architect's negligent errors or omissions which constitute "betterment" or "value added" to the Owner shall be borne by the Owner to the extent of such betterment or value added.

§ 3.5.9.1 Bidding or Negotiation Phase Services

§ 3.5.9.1.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in obtaining either competitive bids or negotiated proposals.

§ 3.5.9.2 Competitive Bidding

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

§ 3.5.9.3 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for electronic distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.9.4 The Architect shall consider written requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for ~~Construction~~. Construction to the extent required by this Agreement. If the Owner and Construction Manager 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~~. this Agreement in writing to include such modifications. The terms and conditions of this Agreement shall govern and control the Architect's services on the Project. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

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§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager 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 jobsite safety, including, but not limited to safety precautions and programs in connection with the Work or compliance with any safety laws, standards, roles, regulations or guidelines governing the Work, nor shall the Architect be responsible for the Construction Manager'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 Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.1.4 The Architect shall not be responsible for any aspect of design, procurement, erection, construction, monitoring, observation or use of any scaffolds, hoists, cranes, ladders, bracing or supports of any type on the Project, whether temporary or permanent, nor shall the Architect have responsible for construction barricades, barriers, safety cones, tape, warnings, signage, canopies or other similar devices of any kind, whether for vehicular or pedestrian traffic or otherwise on or around the Project site. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under common law, statute or regulation to construction workers or any other persons regarding safety or the prevention of accidents at the Project.

...

§ 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 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 Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to ~~reject~~ recommend to the Owner and Construction Manager the rejection of Work that does not conform to the Contract Documents. ~~Whenever Documents and reject such Work as directed by the Owner.~~ The Architect shall notify the Construction Manager about the rejection. Subject to the Owner's written approval ~~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 Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. of the Work and the Architect shall not be responsible for defects or deficiencies of the Contractor, Subcontractors, or suppliers resulting from their failure to complete Work in accordance with the Contract Documents.

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§ 3.6.2.5 Unless the Owner and Construction Manager 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 Construction Manager as provided in the Contract Documents. In no event shall the Architect be liable for decisions made in such capacity if made in good faith.

...

§ 3.6.4.2 ~~The~~ After the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and ~~Samples~~. Samples that are required by the Contract Documents, 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 specific details, equipment or systems, which are the Construction Manager'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. Regardless of the review, notations or mark-ups of the Architect on any submittal, shop drawing or product data, neither the Architect nor its consultants shall be responsible for any aspect of the submittal, shop drawing or product data which does not comply with the requirements of the Contract Documents, responsibility for which rests solely with the Contractor.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect or its consultants shall specify the appropriate performance and design criteria that such services must satisfy. ~~The Architect shall~~ Subject to the terms of Article 3.6.4.2, the Architect obtain review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. ~~The Architect's Architect for informational purposes only.~~ The Architect and its consultants 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 and its consultants 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.

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§ 3.6.5.2 The Architect shall maintain records relative to changes in the ~~Work.~~ Work under this Article 3.6.5.

...

- .4 issue a final Certificate for Payment based upon a final inspection ~~observed by the Architect~~ 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 (1) check overall conformance of the Work observed with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the punch list submitted by the Construction Manager of Work to be completed or corrected.

...

§ 3.6.6.5 Upon written 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.

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§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Architect</u>
§ 4.1.1.2 Programming	
§ 4.1.1.3 Multiple Preliminary Designs	
§ 4.1.1.4 Measured drawings	<u>Architect</u>
§ 4.1.1.5 Existing facilities surveys	
§ 4.1.1.6 Site evaluation and planning	
§ 4.1.1.7 Building Information Model management responsibilities	
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.9 Civil engineering	
§ 4.1.1.10 Landscape design	
§ 4.1.1.11 Architectural interior design	
§ 4.1.1.12 Value analysis	
§ 4.1.1.13 Cost estimating	<u>Architect (if required beyond the cost estimate for the Programming/Schematic Design Phase)</u>
§ 4.1.1.13 Cost estimating	
§ 4.1.1.14 On-site project representation	
§ 4.1.1.15 Conformed documents for construction	
§ 4.1.1.16 As-designed record drawings	<u>Architect</u>
§ 4.1.1.17 As-constructed record drawings	<u>Architect</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>Architect</u>
§ 4.1.1.19 Facility support services	
§ 4.1.1.20 Tenant-related services	
§ 4.1.1.21 Architect's coordination of the Owner's consultants	<u>Architect</u>
§ 4.1.1.22 Telecommunications/data design	
§ 4.1.1.23 Security evaluation and planning	
§ 4.1.1.24 Commissioning	<u>Not provided</u>
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.26 Historic preservation	<u>Not provided</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design	<u>Architect</u>
§ 4.1.1.28 Other services provided by specialty Consultants	<u>Architect</u>
§ 4.1.1.29 Other Supplemental Services	<u>Architect</u>

...

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

(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 E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

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- .8 Preparation for, and attendance at, ~~a public presentation, meeting or hearing;~~ public presentations, meetings or hearings other than Owner's City Council meetings;

...

- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate. ~~Estimate.~~ **.16** Documentation, data collection, preparation for and attendance at meetings and similar services necessitated by the inclusion of a provision for liquidated damages in the Contract Documents;

- .17 Services related to regional storm water studies; or

- .18 Services related to building permitting in excess of forty (40) hours.

§ 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 beyond the services performed provided prior to the Architect's receipt of the Owner's notice:

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- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Two per Month (2/mo) visits to the site by the Architect during construction
- .3 Two (2) 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 Two (2) inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within thirty (30) 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.

...

§ 5.3 The Owner shall confirm and/or 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~~ costs, including design changes necessitated by unforeseen conditions or concealed conditions, or a reasonable number of conflicts, errors or inconsistencies in the Contract Documents within the standard of care set forth herein. 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 and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.9 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~~, 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.

...

§ 5.17 The Owner shall contract separately for the consulting services in this Article 5. Unless otherwise indicated herein, the services to be provided by Owner's consultants shall be performed by licensed professionals who shall affix their seals on the appropriate documents prepared by them. The Owner shall require its consultants to coordinate their drawings and other instruments of service with those of the Architect and to advise the Architect of any potential conflicts. The Architect shall have no responsibility for the components of the Project designed by Owner's consultants or for the adequacy of their drawings or other documentation. Review by the Architect of the work product of Owner's consultants is solely for consistency with the Architect's design concept of the Project. The Architect shall be entitled to rely on the technical sufficiency and timely delivery of documents and services furnished by those consultants in connection with such work product and shall not be required to review or verify calculations, designs or other documentation for compliance with applicable codes, laws, ordinances, rules and regulations nor shall Architect be responsible to discover errors or omissions in such documents or services. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses and expenses, including attorney's fees, arising out of services performed by Owner's consultants even if Owner contends the Architect or its consultants should have discovered errors or omissions in the services of Owner's consultant.

§ 5.18 If the Owner deviates from or authorizes deviations, recorded or unrecorded, from the Contract Documents without the written agreement of the Architect, the Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from such deviations.

§ 5.19 The Owner shall include in all contracts for construction Articles 3.5 and 3.18 of the AIA A-201 General Conditions of the Contract for Construction, 2017 Edition.

§ 5.20 The Owner shall include in all contracts for construction the requirement that the contractor(s) name the Owner and Architect as additional insureds on all liability insurance policies required of the Contractor(s) for the Project. Such insurance shall be required to be primary and non-contributory over any insurance carried by the Owner or Architect.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial ~~Information~~, Information and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. At the commencement of construction, the design contingency shall be reduced to three (3%) percent of the construction budget to cover ambiguities, inconsistencies, incompleteness, errors or omissions in the drawings, specifications or other documentation furnished by the Architect. The Architect shall not be liable for errors or omissions unless such errors or omissions both exceed the contingency and constitute a breach of the standard of care set forth herein. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and

inconsistencies noted during any such ~~review-review~~, but in no event shall the Architect be liable if the bids of Cost of the Work exceed the estimate or the Owner's budget.

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§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, ~~without additional compensation, as an Additional Service~~, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

...

§ 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 and maintaining, and for informational purposes only in connection with any alteration or addition~~ 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 Construction Manager, 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, ~~9.4~~ or if the Architect is terminated without cause as provided in Article 9.5, 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, ~~Service or obtaining the written consent of the Architect~~ 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 defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses, 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 9.4.7.3.1..~~

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§ 7.6 The following provisions apply to any Instruments of Service provided in electronic format:

§ 7.6.1 The official Instruments of Service are the signed and sealed Drawings and Specification issued in paper format for use in connection with the Project.

§ 7.6.2 The Architect may, in its sole discretion, provide for use to Owner and/or Construction Manager from time to time upon request by Owner and/or Construction Manager for their convenience, the Architect's Building Information Model ("BIM") and/or CAD or other electronic files. The design documents, calculations, drawings, details, backgrounds and other information prepared by the Architect in electronic format, whether incorporated in the BIM Model or in CAD format (hereinafter collectively referred to as "Electronic Instruments of Service") are instruments of the professional architectural service intended for use only in connection with the construction of this Project. The Electronic Instruments of Service are and shall remain the property of the Architect.

§ 7.6.3 The Electronic Instruments of Service are provided for the sole purpose of communicating the state of the design to date, and the Owner and Construction Manager acknowledge that such Electronic Instruments of Service may not be final or complete. The Owner and Construction Manager acknowledges that use by Owner and/or Construction Manager or their Contractors of the Electronic Instruments of Service is at their own sole risk and responsibility. Under no circumstances shall such Electronic Instruments of Service be used on other projects, for additions to the Project or completion of this Project by another design professional without the written consent of the Architect. Any such use or reuse by the Owner and/or Construction Manager or others without the written consent of the Architect for the specific purpose intended shall be at each of their sole risk and without liability to the Architect. The Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect and its consultants from all claims, liabilities, damages, losses and expenses, including attorney's fees, arising out of or

resulting from the Owner and/or Construction Manager's use or reuse of Electronic Instruments of Service or any use in violation of any terms of this Article. Any such consent or adaptation for use shall entitle the Architect to further compensation at rates to be mutually agreed upon by the Owner and Architect.

§ 7.6.4 Because of the possibility that data stored on electronic media or delivered in machine readable format may be subject to alteration, deterioration, incompatibility, translation and readability issues, whether inadvertently or otherwise, the Owner agrees that the Architect shall not have responsibility or liability in connection with the completeness, accuracy or correctness of the Electronic Instruments of Service, information and data and use by the Owner and/or its Construction Manager is at their sole risk and responsibility. The Architect reserves the right to retain hard copy originals of all Project documentation delivered to the Owner and/or its Construction Manager in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the hard copy originals and the electronic information. No software shall be transferred to the Owner and/or its Construction Manager. The Owner's and/or its Construction Manager's right to use Electronic Instruments of Service or to use the paper Instruments of Services prepared by the Architect is conditional upon the Owner in full compliance with its obligations under this Agreement.

§ 7.6.5 The Owner and/or its Construction Manager acknowledge and understand that the use and automated conversion of information and data in the Electronic Instruments of Service provided by the Architect to a derivative work, model, or alternate system, format or version by the Owner and/or its Construction Manager may not be accomplished without the introduction of inexactitudes, anomalies, or errors. In the event the Electronic Instruments of Service provided are so used or converted, the Owner agrees to assume all risks associated therewith and releases the Architect from such responsibility, and to the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Architect and its consultants from and against all claims, liabilities, losses, damages and expenses, including, but not limited to, attorney's fees, arising in connection therewith.

§ 7.6.6 The electronic data files are intended to work only as described in the Agreement. These files are compatible only on AutoCAD 2012 or Revit Architecture 2012 or later releases. The Owner shall verify drawing release number and file format with the Architect at the time the files are transmitted. The Architect makes no warranty as to the compatibility of the Electronic Instruments of Service.

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§ 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 Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Owner shall name or require that its contractor(s) name the Architect as an additional insured under any Builders Risk or property insurance policy maintained on the Project.

...

§ 8.1.4 The Architect and Owner waive consequential damages including, without limitations, lost profits, lost revenues, delay damages, loss of market, financing charges, interest and overhead, for claims, disputes, or other matters in question arising out of or relating to this Agreement. Agreement or the services provided. 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.

...

§ 8.2.1 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. litigation.~~ 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. litigation.~~ Prior to the initiation of mediation, on written notice of either party to the other of an intent to mediate a dispute under this Agreement, each party shall designate a representative and shall met within five (5) days after service of the notice of intent to mediate. The parties shall attempt to resolve the dispute through negotiation within

ten (10) days of the meeting. Should the parties be unable to agree on a resolution with such ten (10) day period, the parties shall proceed to mediation as set forth herein.

§ 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 or such other forum as the Owner and Architect may mutually agree in accordance with the administrative rules of the mediation service 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, litigation, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

[☒] Litigation in a court of competent jurisdiction
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§ 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.

§ 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~~ services., The Owner shall promptly pay the Architect all sums due prior to suspension and any expenses incurred in the ~~interruption and interruption.~~ Upon resumption of the Architect's services. ~~The services, the Architect's fees for the remaining services and the time schedules shall be~~ equitably adjusted.

...

§ 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:

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

Not Used

...

§ 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. located.

§ 10.2 Terms in this ~~Agreement~~ Agreement, not defined herein, shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 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 prompt~~ payments due to the Architect by the Owner prior to the assignment.

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§ 10.8 If the Architect or Owner receives non-public 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.

...

.1 — Stipulated Sum
— *(Insert amount)*

...

(~~Thirteen~~ 13) % 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, 4.1.1, the Owner shall compensate the Architect as follows:

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On the basis of the hourly billing rates indicated in Section 11.7 for the professional and technical employees engaged on the Project or on the basis of a negotiated lump sum.

...

On the basis of the hourly billing rates indicated in Section 11.7 for the professional and technical employees engaged on the Project or on the basis of a negotiated lump sum.

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

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

one and one tenth percent (1.1 %).

...

Schematic Programming/Schematic Design Phase	<u>fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>forty</u>	percent (	<u>40</u>	%)
	<u>five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>twenty</u>	percent (	<u>20</u>	%)

...

§ 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.~~

...

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted periodically in accordance with the Architect's and Architect's consultants' normal review practices.

...

FGM Architects Inc.	
Principal	<u>\$250.00</u>
Architect IV	<u>\$220.00</u>
Architect III	<u>\$170.00</u>
Architect II	<u>\$145.00</u>
Architect I	<u>\$105.00</u>

<u>Interior Designer IV</u>	<u>\$215.00</u>
<u>Interior Designer III</u>	<u>\$170.00</u>
<u>Interior Designer II</u>	<u>\$145.00</u>
<u>Interior Designer I</u>	<u>\$100.00</u>
<u>Project Administrator</u>	<u>\$100.00</u>

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- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's and 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;

...

- .10 Site office expenses; and
~~.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~~
~~.11~~ 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 one and one tenth percent (1.1 %) of the expenses incurred.

§ 11.9 ~~Architect's Insurance.~~ If the types and limits of coverage required in Section 2.6 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 2.6, and for which the Owner shall reimburse the Architect.)

Not Used

...

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ~~(\$ —)~~ 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.

§ 11.10.1 Not Used

§ 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 sixty (60) 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.

...

In accordance with the Local Government Prompt Payment Act if applicable, or if not applicable, one percent per month %

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§ 12.1 The Owner and Architect have reviewed the risks, rewards and benefits of the Project to each and the Architect's total compensation for services. The Owner agrees that, to the fullest extent permitted by law, the

Architect's total liability to the Owner for any and all claims, damages, losses, and expenses of any kind and nature, whether in tort, contract or otherwise, arising out of this Agreement or the services provided by the Architect shall not exceed the available insurance proceeds covering such liability.

§ 12.2 Any claims arising out of this Agreement shall be brought against the contracting parties and not against any individual director, officer or employee of a party.

§ 12.3 Any written notices provided for in this Agreement and copies of all correspondence shall be transmitted to the Owner and the Architect at the following addresses:

Architect:

Owner:

FGM Architects Inc.
1211 W. 22nd Street, Suite 700
Oak Brook, Illinois 60523

City of Elgin
310 North Main Street
P.O. Box 591
Elgin, TX 78621

...

~~.2~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

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

~~.3~~

~~.2~~ Exhibits:

...

~~[]~~ AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.

~~— (Insert the date of the E234-2019 incorporated into this agreement.)~~

X ~~[]~~ Exhibit A: Conceptual Project Budget, dated 2/25/

~~[]~~ 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.)~~ **X** ~~[]~~ Exhibit

B: Programming/Schematic Design Phase: Preliminary Schedule of Tasks and Activities, dated 2/25/22

~~.4~~ ~~.3~~ Other documents:

...

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Robert B. Galloway, AIA, CSIPrincipal-in-Charge

ARCHITECT (Signature)

Carl TrominskiProject Manager

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



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Robert B. Galloway, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:43:19 ET on 02/25/2022 under Order No. 2114239456 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT A

FGMAARCHITECTS

2/25/2022

Conceptual Project Budget

Elgin Police Station Addition & Renovation

	SF	\$/SF	
Construction Costs			
Site Costs	7,900	\$45	\$355,500
Renovation Costs	4,400	\$160	\$704,000
New Construction Costs			
Shell Costs	3,500	\$155	\$542,500
Finish Out Costs	3,500	\$185	\$647,500
	Sub-total		<u>\$2,249,500</u>
Contingency		5%	\$112,475
	Total		<u>\$2,361,975</u>
Direct Purchase Costs			
Emergency Backup Generator		\$150,000	
Evidence Locker and Exhaust		\$30,000	
Officer Lockers 60	\$700	\$42,000	
Security: Door access/contacts, CCTV		\$30,000	
A/V Conference Room		\$15,000	
A/V Interview Recording		\$12,000	
New Furnishings, Office Equipment		\$25,000	
	Total		\$304,000
Soft Costs			
Civil/Landscape Fees	4%	\$94,479	
Design Team - Prog and SD	1.5%	\$35,430	
Design Team Fees	7.5%	\$177,148	
Geotech		\$3,000	
Material Testing		\$15,000	
HazMat Testing		\$7,000	
Permits		\$0	
	Total		<u>\$332,057</u>
	Grand Total		<u>\$2,998,032</u>

FGMA ARCHITECTS

PROGRAMMING/SCHEMATIC DESIGN PHASE

PRELIMINARY SCHEDULE OF TASKS AND ACTIVITIES

2/25/22

Week 1 (Feb 28): Start up

- *Contract approval (3/1)*
- *Issue programming survey document / questionnaire on (3/2)*
- *Laser scanning by end of week if possible*
- *Confirm project construction cost max by end of week if possible.*

Week 2 (March 7): Programming

- *Weekly architect / owner coordination mtg*
- *Receive completed surveys back from staff (3/8)*
- *Existing building laser scanned images available for tour (3/8)*
- *Current station tour and beginning staff interviews with B Meade (3/8 afternoon)*

Week 3 (March 14): Programming

- *Weekly architect / owner coordination mtg*
- *Program draft(s) review with owner with program sign off by (3/18) if possible*

Week 4 (March 21): Schematic Design

- *Weekly architect / owner coordination mtg*
- *Site and plan development begins this week with internal FGMA team*

Week 5 (March 28): Schematic Design

- *Weekly architect / owner coordination mtg*
- *Review site and floor plan concepts with client and make any changes*

Week 6 (April 4): Schematic Design

- *Weekly architect / owner coordination mtg*
- *SD plan sign off by client with review of exterior elevation and material concepts*

Week 7 (April 11): Schematic Design

- *Weekly architect / owner coordination mtg*
- *SD elevation sign off by client with review of SD building section and high level interior finishes review for floors and ceilings*

Week 8 (April 18): Cost Estimating

- *Weekly architect / owner coordination mtg*
- *SD Package ready at start of week to be issued for cost estimating*
- *SD Package cost estimating period (week 1 of 2)*

Week 9 (April 25): Cost Estimating

- *Weekly architect / owner coordination mtg*
- *SD Package cost estimating period (week 2 of 2)*

Week 10 (May 2): Final Coordination

- *SD cost estimate client review mtg either Friday (4/29) or Monday (5/2)*
- *Final revisions to SD package & budget before elections*
- *Elections (5/7)*



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MOORING USA FOR ASBESTOS ABATMENT OF 206 AND 202A DEPOT ST. AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Public Works

PROPOSED ACTION: Review for approval

BACKGROUND: Through the years the historic Poth building has served as a electronic repairs shop, the City's public works headquarters and a storage space. The City of Elgin has had an interest in elevating the space to a higher and better use. In an effort to move this project forward the department has developed a plan to remove the asbestos roof material and siding to prepare it for a full renovation. This proposal also includes removal of material from the small building known as 202A that will prepare the space for demolition and the future expansion of the Elgin Police Department building. The staff will comply with Development Services policy of securing a demolition and roofing permit before work begins.

BUDGET/FINANCIAL IMPACT:

Funding for this item was {} included {X} not included in the current-year budget {} N/A

Finance Approval:

Signature: Mysty Nauck Date: 2/23/2022

RECOMMENDATION:

ATTACHMENTS:

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- { } Staff will provide brief comments and answer questions on this item at the meeting.
- {X} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING
THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
MOORING USA FOR ASBESTOSE ABATMENT OF 206 AND 202A
DEPOT ST. AND MAKING CERTAIN FINDINGS RELATED
THERETO**

WHEREAS, the City of Elgin has had an interest in preserving the historic Poth Building at 206 Depot Street; and,

WHEREAS, The Recent sale of certain real property has allowed funding to be secured for the renovation of this project; and,

WHEREAS, the renovation and use of this building would prove to be useful for the city and contribute to a vibrant downtown business district; and,

WHEREAS, the City has received and vetted a proposal from MOORING USA. for the asbestos abatement and removal of material from the project,

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

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement MOORING USA, for ASBESTOES ABABTEMET AND REMOVAL AT 202A AND 206 DEPOT ST in the amount of \$31,752.00. A copy of the proposal being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Project Change Orders. Through the approval of this Resolution, the City Manager is further authorized to approve project contract change orders of the approved contract as stated above.

Section 4. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 5. Effective Date. This Resolution shall take effect immediately upon passage.

READ, PASSED and RESOLVED, this the 1st day of March, 2022

RON M. RAMIREZ, Mayor
City of Elgin, Texas

ATTEST:

JENNIFER STUBBS, City Secretary



MOORING USA

Mooring USA
6 Indian Meadows Dr #110
Round Rock, TX 78665
888-293-9953
Tax ID: 26-1642770

Client: City of Elgin
Property: 202-206 Depot St
Elgin, TX 78621

Operator: TMENDOZA

Estimator: Thomas Mendoza
Company: Mooring USA
Business: 6 Indian Meadows Dr
Round Rock, TX 78665

Business: (512) 839-0031
E-mail: tmendoza@mooringusa.com

Type of Estimate: Other
Date Entered: 2/15/2022 Date Assigned:

Price List: TXAU8X_FEB22
Labor Efficiency: Restoration/Service/Remodel
Estimate: CITY_OF_ELGIN_ABATE



MOORING USA

Mooring USA
6 Indian Meadows Dr #110
Round Rock, TX 78665
888-293-9953
Tax ID: 26-1642770

CITY_OF_ELGIN_ABATE

206 Depot- Poth Building

DESCRIPTION	QTY
1. Asbestor Abatement Removal and proper disposal of Approx (300 SF) of asbestos transite siding from the exterior of the structure. Removal and proper disposal of Approx (2000 SF) of 2 layers of asbestos transite roof shingles from the roof structure.	1.00 EA

202 Depot- PD Other Structure

DESCRIPTION	QTY
2. Asbestor Abatement Removal and proper disposal of all asbestos containing sheetrock walls and ceiling from the interior of the structure	1.00 EA

General Conditions

DESCRIPTION	QTY
3. Commercial Supervision / Project Management	8.00 HR
4. Project Coordinator/Admin	2.50 EA

Grand Total \$31,752.00

Thomas Mendoza



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: ADDING CHAPTER 6 ARTICLE IX – XII, AND AMENDING CHAPTER 18, ARTICLE II, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

DEPARTMENT: Development Services.

PROPOSED ACTION: Discussion, consideration, and action on an Ordinance amending Ch. 32, Art. IV, Sec. 32-242; amending Ch. 2, Art. IV, Sec. 2-189.1; amending Ch. 6, Art. I & II, Art. IV – VII; adding Ch. 6, Art. IX – XII; and amending Ch. 18, Art. II, Code of Ordinances, City of Elgin, TX, and providing for a savings clause and repealing conflicting Ordinances or Resolutions.

BACKGROUND: See attached staff report.

BUDGET/FINANCIAL IMPACT:

Funding for this item was ☐ included ☐ not included in the current-year budget ☒ N/A

Finance Approval:

Signature: _____ Date: _____

RECOMMENDATION: Staff recommends approval.

ATTACHMENTS: Staff Report, Ordinance with Exhibits A & B.

☐ Staff will be making a detailed presentation on this agenda item at the meeting.

☒ Staff will provide brief comments and answer questions on this item at the meeting.

☐ This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



Development Services Department

STAFF REPORT

Date: February 22, 2022

Hearing Dates: City Council – March 1, 2022.

DEPARTMENT COMMENTS

Under City Code it is required that new editions of the International Codes as authored by the International Code Council (ICC) and the National Electrical Code (NEC) as authored by the National Fire Protection Association be brought forward for review and consideration for adoption. Every three (3) years new editions are brought forward and are called the International Building Code (IBC), International Existing Building Code (IEBC), International Fuel-Gas Code (IFGC), International Energy Conservation Code (IECC), International Residential Code for One- and Two-Family Dwellings (IRC), International Mechanical Code (IMC), International Fire Code (IFC), International Property Maintenance Code (IPMC), International Swimming Pool & Spa Code (ISPSC) and National Electrical Code (NEC). These Codes are used along with State requirements to determine minimum standards in which a building, property, and associated infrastructure shall be built and maintained.

Presently the City is on a combination of 2006 and 2012 ICC and 2014 NEC Codes. The City is presently behind two (2) to five (5) editions. Typically, Texas cities adopted the newest editions of ICC and NEC Codes. In our case this would be the 2021 IFC, 2021 IBC, 2021 IRC, 2021 IEBC, 2021 IFGC, 2021 IECC, 2021 IMC, 2021 IPMC, 2021 ISPSC, and 2020 NEC. As an example, in 2019 the City of Bastrop adopted the 2018 ICC Codes and 2017 NEC editions on November 26, 2019. Being these were the newest ICC and NEC editions at the time, their City adopted these sets.

An Ordinance with Exhibits has been drafted and included with the information. This Ordinance makes necessary revisions to portions of the Sign, Building, and Fire Codes and powers of the Building Standards Commission for adoption of the 2021 ICC and 2020 NEC Codes. Certain appendices have been adopted as well with the ICC Codes that assist in the implementation of the Codes. Also, Staff has included general and specialized amendments to the ICC Codes which better tailor certain ICC Codes to City Code standards or remove entirely due to conflicts with City Code and State law.

Since Staff is modifying the Building and Fire Code Chapters to adopt the new standards, they have further modified these Chapters to eliminate redundancies in code, move around certain codes to more appropriate places in their Chapter, eliminate unnecessary items due to the new ICC and NEC Code adoptions and changes in State law, clarify the Development Services Dept. to administer Chapters, and make the Buildings Standards Commission the interpretation and appeals authority of the Development Services Dept.

ORDINANCE NO. 2022-03-01-____

AN ORDINANCE AMENDING CHAPTER 32, ARTICLE IV, SECTION 32-242; AMENDING CHAPTER 2, ARTICLE IV, SECTION 2-189.1; AMENDING CHAPTER 6, ARTICLE I – II, ARTICLE IV – VII, ADDING CHAPTER 6 ARTICLE IX – XII, AND AMENDING CHAPTER 18, ARTICLE II, CODE OF ORDINANCES, CITY OF ELGIN, TEXAS, AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS:

I.

That Chapter 32, Signs, Article IV Construction & Maintenance, Section 32-242, Building Code Compliance, Code of Ordinances, City of Elgin, Texas, is hereby amended to read as follows:

Sec. 32-242. – Building and Electrical Code Compliance.

All signs shall be constructed in compliance with the ~~current 2006 International Building Code~~ International Building Code (IBC) and National Electrical Code (NEC), as adopted by the City.

II.

That Chapter 2, Administration, Article IV, Boards, Committees, and Commissions, Division 4, Building Standards Commission, Sec. 2-189.1 Powers and Duties, is hereby amended to read as follows:

Sec. 2-189.1. Powers and duties.

- (a) The commission shall have the powers and duties as set forth in chapter 54, subchapter C of the Local Government Code (V.T.C.A., Local Government Code § 54.031 et seq.) to hear and determine cases concerning alleged violations of ordinances.
- (b) ~~The commission has the power to hear appeals and render decisions upon rulings and refusals of ruling by the building official when requests for a modification or a variation from the provisions of this division have been made. Whenever the building official rejects or refuses to approve the mode or manner of work proposed to be followed or materials to be used in the proposed construction, or when it is claimed that the provisions of this Code do not apply, or that any equally good or more desirable form of installation can be employed in any specific case, or when it is claimed that the true intent and meaning of this Code or any of the regulations thereunder have been misconstrued or wrongly interpreted, the owner of such building or structure, or his duly authorized agent, may appeal the decision of the building official to the commission. Unless otherwise stated in this Code, notice of the appeal shall be in writing and filed within 30 days after the decision is rendered by the building official. Consider appeals of interpretation regarding Chapter 6.~~
- (c) Consider variances from Chapter 6.
- (d) Consider appeals of interpretation regarding adopted International Fire Code.
- (e) Consider variances from adopted International Fire Code.

III.

That Chapter 6, Buildings and Building Regulations, Article I, In General, Code of Ordinances, City of Elgin, Texas, is hereby amended to read as shown in Exhibit “A”, attached hereto and incorporated herein.

IV.

That Chapter 6, Buildings and Building Regulations, Article II, Building Codes, Code of Ordinances, City of Elgin, Texas, is hereby amended to read as shown in Exhibit “A”, attached hereto and incorporated herein.

V.

That Chapter 6, Buildings and Building Regulations, Article IV, Plumbing Code, Code of Ordinances, City of Elgin, Texas, is hereby amended to read as shown in Exhibit “A”, attached hereto and incorporated herein.

VI.

That Chapter 6, Buildings and Building Regulations, Article V, Swimming Pool, Code of Ordinances, City of Elgin, Texas, is hereby amended to read as shown in Exhibit “A”, attached hereto and incorporated herein.

VII.

That Chapter 6, Buildings and Building Regulations, Article VI, Gas Code, Code of Ordinances, City of Elgin, Texas, is hereby amended to read as shown in Exhibit “A”, attached hereto and incorporated herein.

VIII.

That Chapter 6, Buildings and Building Regulations, Article VII, Mechanical Code, Code of Ordinances, City of Elgin, Texas, is hereby amended to read as shown in Exhibit “A”, attached hereto and incorporated herein.

IX.

That Chapter 6, Buildings and Building Regulations, Article VIII, Electrical Code, Code of Ordinances, City of Elgin, Texas, is hereby amended to read as shown in Exhibit “A”, attached hereto and incorporated herein.

X.

That Chapter 6, Buildings and Building Regulations, Article IX, International Residential Code for One- and Two- Family Dwellings, is hereby added to read as shown in Exhibit “A”, attached hereto and incorporated herein.

XI.

That Chapter 6, Buildings and Building Regulations, Article X, International Energy Efficiency Code, is hereby added to read as shown in Exhibit “A”, attached hereto and incorporated herein.

XII.

That Chapter 6, Buildings and Building Regulations, Article XI, International Existing Building Code, is hereby added to read as shown in Exhibit “A”, attached hereto and incorporated herein.

XIII.

That Chapter 6, Buildings and Building Regulations, Article XII, International Property Maintenance Code, is hereby added to read as shown in Exhibit “A”, attached hereto and incorporated herein.

XIV.

That Chapter 18, Fire Prevention and Protection, Article II, Codes and Standards, is hereby amended to read as shown in Exhibit “B”, attached hereto and incorporated herein.

XV.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

READ, PASSED, and ADOPTED on first reading this 1st day of March 2022.

Ron M. Ramirez, Mayor

ATTEST:

Jennifer Stubbs, City Secretary

“Exhibit A”

Chapter 6 BUILDINGS AND BUILDING REGULATIONS¹

ARTICLE I. IN GENERAL

~~Secs. 6-1—6-18. Reserved.~~

Sec. 6-1. Fee schedule.

Fee schedules are on file at the Development Services Department.

Sec. 6-2. Skirting and anchoring of mobile homes required.

- (a) Every individual mobile home moved or removed onto any location within the city, shall conform to the skirting and anchoring requirements set forth in chapter 46, zoning ordinance, for mobile homes located in city-approved mobile home parks. Such skirting and anchoring requirements are as follows, to wit:
- (1) Skirting. Every mobile home shall be under skirted with porcelainized steel, baked enamel steel, or other material equal in fire resistance, durability and appearance. Under spaces shall be completely enclosed.
- (2) Anchoring. Every mobile home shall be anchored to a degree sufficient to withstand overturning in high winds.
- (b) For purposes of this section, the definition of the term "mobile home" shall be as defined in chapter 46, zoning.
- (c) City utility service shall not be provided to any mobile home in violation of this article.

Sec. 6-3. Appeals and Variances.

Any person aggrieved by any interpretation of the building regulations, or by any decision or ruling by the building official, or inspector, shall have the right to make an appeal or request for variance, to the Building Standards Commission. Such appeal or request for variance shall be perfected by written notice submitted to the Development Services Department asking for a hearing, and the action of the Building Standards Commission thereon shall be final. Prior to rendering a decision on any appeal or variance request, the Building Standards Commission may seek expert advice and counsel.

Sec. 6-4. Liability for enforcement.

Any officer or employee, or member of the city council, charged with the enforcement of the building code, acting for the city in the discharge of his duties, shall not thereby render themselves liable personally, and they are hereby relieved from all personal liability for any damages that may accrue to persons or property as a result of any act required or permitted in the discharge of their duties. Any suit brought against any officer or employee because of such act performed by them in the enforcement of any provision of the building code shall be defended by counsel provided by the city until the final termination of the proceedings. Neither the city, or any authorized agent, acting under the terms of this article shall be liable or have any liability by reason of orders issued, work done, inspections made or failure to make inspections under the terms of this article.

¹State law reference(s)—Regulation of buildings and other structures, V.T.C.A., Local Government Code § 214.001 et seq.

Sec. 6-5. Enforcement.

The Development Services Department shall be responsible for enforcing the provisions in this chapter. Any violation of this Chapter shall be a misdemeanor and punishable pursuant to section 1-15, notwithstanding any other penalties or action called out in this Chapter.

Sec. 6-6. Review and Approval of New International Codes and National Electrical Codes.

When a new edition of the International Codes or National Electrical Code, as adopted herein is published, the Building Official shall obtain a copy and, after review, present it to the City Council for approval. If approved by the city council, the new edition shall be placed on file with the Development Services Department and shall become the official International Codes or Electrical Code. Should the City Council desire to make any modifications to the new edition of the International Codes or Electrical Code not reflected in this article, they shall adopt the amendments thereto by ordinance.

Sec. 6-7. Adopted Codes Kept on File in Development Services; Public View.

All International Codes and the National Electrical Code shall be kept on file at the Development Services Department and viewable to the public.

Sec. 6-8. Conflict with Adopted Codes Versus Individual Articles.

In situations where there is a conflict with the adopted International Codes and/or National Electrical Code and the individual Articles that adopted these Codes, the language as written in the individual Articles of the Chapter take precedent.

Secs. 6-9 General Amendments to Adopted International Codes.

- (a) The fee schedule as adopted by the City supersedes any fees notated in the Code.
- (b) Each reference to "jurisdiction" or location for insertion of name of jurisdiction shall mean the City.
- (c) Each reference to "department" shall mean the "Development Services Department".
- (d) Each reference to "Code Official" shall mean the "Building Official", unless otherwise listed in Article II.

Secs 6.10 — 6-18. Reserved.

ARTICLE II. INTERNATIONAL BUILDING CODES

Sec. 6-19. ~~Code a~~Adopted by reference and specialized amendments.

- (a) ~~Certain documents, one copy of which shall be placed on file in the office of the city secretary being marked and designated as International Residential Code for One and Two Family Dwellings, t~~The International Building Code, International Plumbing, International Mechanical, International Gas, International Energy and International Property Maintenance Codes and all appendices thereto including permit fee schedule, 2012 ~~2021~~ edition, and latest revisions thereto, published by the International Code Council, is hereby adopted, ~~as the code for enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings or structures in the city, providing for issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, conditions and terms of such "Standard Building Code," most current edition and latest revisions thereto, on file in the office of the city~~

~~secretary, are hereby referred to, adopted, and made a part hereof as if fully set out in this article except as amended or modified herein.~~

(b) Appendices C-F, H, I, & K are hereby adopted from the International Building Code.

(c) Specialized amendments to the International Building Codes are as follows:

(1) Section 104.10 is modified by removing the word “building official” and replacing it with “building standards commission”.

(2) Sections 103, 104.10.1, 105.1.1 – 105.1.2, 113 & 116 are deleted in their entirety.

~~At such time as a new edition of the building code adopted herein is published by the International Code Council, the building official shall obtain a copy and, after review, present it to the city council for approval. After approval by the city council, the new edition shall be placed on file with the city secretary and shall become the official building code. Should the city council desire to make any modifications to the new edition of the building code not reflected in this article, they shall adopt the amendments thereto by ordinance.~~

~~Sec. 6-20. Fee schedule.~~

~~The fee schedule is on file in the city secretary's office.~~

~~Sec. 6-21. Amendments to International Residential Code.~~

~~The International Residential Code adopted in this article is amended by adding a new section 901.2, which shall read as follows:~~

~~Section 901.2, slope and pitch, the slope or pitch for all roofs on new residential structures within the city shall be a minimum of seven units vertical in twelve units horizontal (7:12). All other requirements of chapter 9, roof assemblies, shall be met.~~

~~Sec. 6-22. Fire district established.~~

~~A fire district is hereby established within the city as follows:~~

~~Beginning at a point in the north line of Brenham Street, (old Highway No. 20) where the said line intersects the west line of the Missouri, Kansas and Texas Railway right-of-way;~~

~~Thence westward along the north line of Brenham Street to a point where said line intersects the east line of South Avenue C;~~

~~Thence northward along the east line of South Avenue C to a point where said line intersects the north line of Austin Street;~~

~~Thence westward along the north line of Austin Street to a point where said line intersects the east line of South Avenue B;~~

~~Thence northward along the east line of South Avenue B to a point where said line intersects the south line of West 2nd Street;~~

~~Thence eastward along the south line of West 2nd Street to a point where said line intersects the east line of North Avenue C;~~

~~Thence northward along the east line of North Avenue C to a point where said line intersects the northwest corner of Block No. 55;~~

~~Thence eastward along the north line of Block No. 55 to the northeast corner of said Block and continuing same direction to the west line of the Missouri, Kansas and Texas Railway Company right-of-way;~~

~~Thence southward with said right-of-way line to the place of beginning.~~

~~Sec. 6-23. Skirting and anchoring of mobile homes required.~~

~~(a) Every individual mobile home moved or removed onto any location within the city, shall conform to the skirting and anchoring requirements set forth in chapter 46, zoning ordinance, for mobile homes located in city-approved mobile home parks. Such skirting and anchoring requirements are as follows, to wit:~~

~~(1) *Skirting.* Every mobile home shall be underskirted with porcelainized steel, baked enamel steel, or other material equal in fire resistance, durability and appearance. Underspaces shall be completely enclosed.~~

~~(2) *Anchoring.* Every mobile home shall be anchored to a degree sufficient to withstand overturning in high winds.~~

~~(b) For purposes of this section, the definition of the term "mobile home" shall be as defined in chapter 46, zoning.~~

~~(c) City utility service shall not be provided to any mobile home in violation of this article.~~

~~Sec. 6-24. Liability for enforcement.~~

~~Any officer or employee, or member of the city council, charged with the enforcement of the building code, acting for the city in the discharge of his duties, shall not thereby render himself liable personally, and he is hereby relieved from all personal liability for any damages that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee because of such act performed by him in the enforcement of any provision of the building code shall be defended by counsel provided by the city until the final termination of the proceedings. Neither the city, or any authorized agent, acting under the terms of this article shall be liable or have any liability by reason of orders issued, work done, inspections made or failure to make inspections under the terms of this article.~~

~~Sec. 6-25. Appeals and variances.~~

~~Any person aggrieved by any interpretation of the building regulations, or by any decision or ruling by the city's building official, or inspector, shall have the right to make an appeal or request for variance, to the city board of adjustment, created in chapter 46, article II, division 3. Such appeal or request for variance shall be perfected by written notice submitted to the city secretary and addressed to the board of adjustment asking for a hearing, and the action of the board of adjustment thereon shall be final. Prior to rendering a decision on any appeal or variance request, the board of adjustment may seek expert advice and counsel.~~

~~Sec. 6-26. Enforcement.~~

~~The building/fire code compliance officer or his designee shall be responsible for enforcing the provisions of the current International Building Code or any other violations listed in this chapter. Any violation of the International Building Code or any other violations listed in this chapter shall be a misdemeanor and punishable pursuant to section 1-15.~~

~~Sec. 6-27. Repairs and remodeling in historic districts.~~

~~For the purpose of conducting repairs to, or remodeling of, structures and buildings located in historic districts, designated as such pursuant to article VI of this Code, the 2006 International Building Code shall apply, notwithstanding the adoption of subsequent versions of the International Building Code herein.~~

Secs. 6-~~2820~~—6-55. Reserved.

ARTICLE IV. INTERNATIONAL PLUMBING CODE²

Sec. 6-99. Code aAdopted by reference and specialized amendments.

- (a) ~~There is hereby adopted by reference as the plumbing code of this city t~~The International Plumbing Code, ~~2012~~ 2021 edition, ~~and latest revisions thereto, published by the International Code Council, is hereby adopted,~~ including all appendices, except permit fees. Such code, one copy of which shall be placed on file in the office of the city secretary, is made a part hereof as if set out verbatim and shall be in effect except as it may be in conflict with provisions of this article.
- (b) Appendices B - E are hereby adopted from the International Plumbing Code. For appendix B, the City shall use the rates of rainfall for San Antonio unless Austin is listed.
- (c) Specialized amendments applicable to the International Plumbing Codes are as follows:
- (1) Sections 103, 106.1.1 – 106.1.2, 109, and 114 are deleted in their entirety.
- (2) Section 105.1 is modified by removing the word “Code Official” and replacing it with “Building Standards Commission”
- (3) Section 106.5.4. is modified to remove the sentence: “The fee for an extension shall be one-half the amount for a new permit for such work”.

~~At such time as a newer edition of the plumbing code is published by International Plumbing Code, the plumbing official shall obtain a copy and, after review, present it to the city council for approval. After approval by the city council, the new edition shall be placed on file with the city secretary and shall become the official plumbing code. Should the city council desire to make any modifications to the new edition of the plumbing code not reflected in this article, they shall adopt the amendments thereto by ordinance.~~

Sec. 6-100. Permit and inspection fees.

- (a) ~~Plumbing permit and inspection fees required under the plumbing code adopted in article shall be established by the city council as set forth in section 38-164 and on file in the city secretary's office.~~
- (b) ~~Fee schedule. The fee schedule is on file in the city secretary's office.~~

Sec. 6-101. Liability for enforcement.

~~Any officer or employee, or member of the city council, charged with the enforcement of the plumbing code, acting for the city in the discharge of his duties, shall not thereby render himself liable personally, and he is hereby relieved from all personal liability for any damages that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee because of such act performed by him in the enforcement of any provision of the plumbing code shall be defended by counsel provided by the city until the final termination of the proceedings. Neither the city, or any authorized agent, acting~~

²State law reference(s)—Plumbing code required, V.T.C.A., Occupations Code § 1301.255.

under the terms of this article shall be liable or have any liability by reason of orders issued, work done, inspections made, or failure to make inspections under the terms of this article.

~~Sec. 6-102. Appeals and variances.~~

Any person aggrieved by any interpretation of the plumbing regulations, or by any decision or ruling by the city's plumbing official, or inspector, shall have the right to make an appeal or request for variance, to the city board of adjustment created in chapter 46, article II, division 3. Such appeal or request for variance shall be perfected by written notice submitted to the city secretary and addressed to the board of adjustment asking for a hearing, and the action of the board of adjustment thereon shall be final. Prior to rendering a decision on any appeal or variance request, the board of adjustment may seek expert advice and counsel.

Secs. 6-103~~0~~—6-132. Reserved.

ARTICLE V. INTERNATIONAL SWIMMING POOL-SPA CODE³

Sec. 6-133. Code adopted by reference, and specialized amendments.

- (a) The International Swimming Pool-Spa Code, 2006-2021 edition, and latest revisions thereto, published by the International Code Council, is hereby adopted as the swimming pool code of the city. Such code, one copy of which shall be placed on file in the office of the city secretary, is made a part hereof as if set out verbatim and shall be in effect except as it may be in conflict with provisions of this article.
- (b) No appendices from the International Swimming Pool-Spa Code are adopted.
- (c) Specialized amendments applicable to the International Swimming Pool-Spa Codes are as follows:
 - (1) Sections 103, 108, 109, & 112 are deleted in their entirety.
 - (2) Section 104.9 is modified by removing the word "Code Official" and replacing it with "Building Standards Commission".
 - (3) Section R105.2 Building 1 is modified from "120 square feet (11m2) to "150 square feet (14.01m2)".

At such time as a new edition of the swimming pool code is published, the building official shall obtain a copy and, after review, present it to the city council for approval. After adoption by the city council, the new edition shall be placed on file with the city secretary and shall become the official swimming pool code. Should the city council desire to make any modifications to the new edition of the swimming pool code not reflected in this article, they shall adopt the amendments thereto by ordinance.

~~Sec. 6-134. Permit fees and inspections.~~

~~The fee schedule is on file in the city secretary's office.~~

~~Sec. 6-135. Liability for enforcement.~~

~~Any officer or employee, or member of the city council, charged with the enforcement of the swimming pool code, acting for the city in the discharge of his duties, shall not thereby render himself liable personally, and he is~~

³State law reference(s)—Swimming pool enclosures, V.T.C.A., Local Government Code § 214.101 et seq.

hereby relieved from all personal liability for any damages that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee because of such act performed by him in the enforcement of any provision of the swimming pool code shall be defended by counsel provided by the city until the final termination of the proceedings. Neither the city, or any authorized agent, acting under the terms of this article shall be liable or have any liability by reason of orders issued, work done, inspections made or failure to make inspections under the terms of this article.

~~Sec. 6-136. Appeals and variances.~~

Any person aggrieved by any interpretation of the swimming pool regulations, or by any decision or ruling by the city's building official, or inspector, shall have the right to make an appeal or request for variance, to the city board of adjustment created in chapter 46, article II, division 3. Such appeal or request for variance shall be perfected by written notice submitted to the city secretary and addressed to the board of adjustment asking for a hearing, and the action of the board of adjustment thereon shall be final. Prior to rendering a decision on any appeal or variance request, the board of adjustment may seek expert advice and counsel.

Secs. 6-13~~74~~—6-155. Reserved.

ARTICLE VI. INTERNATIONAL FUEL-GAS CODE

Sec. 6-156. Code adopted by reference and specialized amendments.

- (a) The International Fuel—Gas Code, 2012–2021 edition, and latest revisions thereto, published by the International Code Council, ~~including all appendices, except the recommended permit fee schedule,~~ is hereby adopted ~~as the gas code of the city.~~ Such code, one copy of which shall be placed on file in the office of the city secretary, is made a part hereof as if set out verbatim and shall be in effect except as it may be in conflict with provisions of this article.
- (b) Appendices A-D are hereby adopted from the International Fuel-Gas Code.
- (c) Specialized amendments applicable to the International Fuel-Gas Codes are as follows:
 - (1) Sections 103, 106.1.1 – 106.1.2, 109, and 113 – 114 are deleted in their entirety.
 - (2) Section 105.1 is modified by removing the word “code official” and replacing it with the “Building Standards Commission”.
 - (3) Section 106.5.4. is modified to remove the sentence “The fee for an extension shall be one-half the amount for a new permit for such work.”

~~At such time as a new edition of the gas code is published, the gas official shall obtain a copy and, after review, present it to the city council for approval. After adoption by the city council, the new edition shall be placed on file with the city secretary and shall become the official gas code. Should the city council desire to make any modifications to the new edition of the gas code not reflected in this article, they shall adopt the amendments thereto by ordinance.~~

~~Sec. 6-157. Permit and inspection fees.~~

- ~~(a) Gas permit and inspection fees required under the gas code shall be established by the city council as set forth in section 38-164 and on file in the city secretary's office.~~
- ~~(b) Fee schedule. The fee schedule is on file in the city secretary's office.~~

~~Sec. 6-158. Liability for enforcement.~~

~~Any officer or employee, or member of the city council, charged with the enforcement of the gas code, acting for the city in the discharge of his duties, shall not thereby render himself liable personally, and he is hereby relieved from all personal liability for any damages that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee because of such act performed by him in the enforcement of any provision of the gas code shall be defended by counsel provided by the city until the final termination of the proceedings. Neither the city, or any authorized agent, acting under the terms of this article shall be liable or have any liability by reason of orders issued, work done, inspections made or failure to make inspections under the terms of this article.~~

~~Sec. 6-159. Appeals and variances.~~

~~Any person aggrieved by any interpretation of the gas regulations, or by any decision or ruling by the city's gas official, or inspector, shall have the right to make an appeal or request for variance, to the city board of adjustment. Such appeal or request for variance shall be perfected by written notice submitted to the city secretary and addressed to the board of adjustment asking for a hearing, and the action of the board of adjustment thereon shall be final. Prior to rendering a decision on any appeal or variance request, the board of adjustment may seek expert advice and counsel.~~

Secs. 6-1~~60~~57—6-186. Reserved.

ARTICLE VII. INTERNATIONAL MECHANICAL CODE⁴

Sec. 6-187. Code aAdopted by reference and specialized amendments.

(a) ~~The International Mechanical Code, 2012–2021 edition, and latest revisions thereto, published by the International Code Council, including the permit fee schedule and all appendices thereto, is hereby adopted, as the mechanical code of the city to regulate the installation of mechanical systems in the city including heating and air conditioning systems and incinerators. Such code, one copy of which shall be placed on file in the office of the city secretary, is made a part hereof as if set out verbatim and shall be in effect except as it may be in conflict with provisions of this article.~~

(b) Appendix A is hereby adopted from the International Mechanical Code.

(c) Specialized amendments applicable to the International Mechanical Codes are as follows:

(1) Sections 103, 106.1.1 – 106.1.2, and 114 are deleted in their entirety.

(2) Section 105.1 is modified by removing the word “code official” and replacing it with the “Building Standards Commission”.

~~At such time as a new edition of the mechanical code is published, the mechanical official shall obtain a copy and, after review, present it to the city council for adoption. After approval by the city council, the new edition shall be placed on file with the city secretary and shall become the official mechanical code. Should the city council~~

⁴State law reference(s)—Air conditioning and refrigeration contractors, V.T.C.A., Occupations Code § 1302.001 et seq.

~~desire to make any modifications to the new edition of the mechanical code not reflected in this article, they shall adopt the amendments thereto by ordinance.~~

~~Sec. 6-188. Fee schedule.~~

~~The fee schedule is on file in the city secretary's office.~~

~~Sec. 6-189. Liability for enforcement.~~

~~Any officer or employee, or member of the city council, charged with the enforcement of the mechanical code, acting for the city in the discharge of his duties, shall not thereby render himself liable personally, and he is hereby relieved from all personal liability for any damages that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee because of such act performed by him in the enforcement of any provision of the mechanical code shall be defended by counsel provided by the city until the final termination of the proceedings. Neither the city, or any authorized agent, acting under the terms of this article shall be liable or have any liability by reason of orders issued, work done, inspections made or failure to make inspections under the terms of this article.~~

~~Sec. 6-190. Appeals and variances.~~

~~Any person aggrieved by any interpretation of the mechanical regulations, or by any decision or ruling by the city's mechanical official or inspector, shall have the right to make an appeal or request for variance, to the city board of adjustment created in chapter 46, article II, division 3. Such appeal or request for variance shall be perfected by written notice submitted to the city secretary and addressed to the board of adjustment asking for a hearing, and the action of the board of adjustment thereon shall be final. Prior to rendering a decision on any appeal or variance request, the board of adjustment may seek expert advice and counsel.~~

Secs. 6-~~191~~188—6-218. Reserved.

ARTICLE VIII. NATIONAL ELECTRICAL CODE⁵

Sec. 6-219. ~~National Electrical~~ Code adopted by reference.

~~(a) —The National Electrical Code, 2014–2020 edition, and the latest revisions thereto, as published by the National Fire Protection Association, is hereby adopted as the electrical code of the city. Such code, one copy of which shall be placed on file in the office of the city secretary, is made a part hereof as if set out verbatim and shall be in effect except as it may be in conflict with provisions of this article.~~

~~(b) —At such time as a new edition of the National Electrical Code is published by the National Fire Protection Association, the building official shall obtain a copy and, after review, present it to the city council for adoption. After approval by the city council, the new edition shall be placed on file with the city secretary and shall become the official electrical code. Should the city council desire to make any modifications to the new edition of the electrical code not reflected in this article, they shall adopt the amendments thereto by ordinance.~~

⁵State law reference(s)—National Electrical Code adopted, V.T.C.A., Local Government Code § 214.214.

Sec. 6-220. Electrical inspector.

The building official or ~~his~~their designee is hereby designated as the electrical inspector, and shall hereafter have the duties of inspecting and granting permits for the installation of all electrical apparatus and electrical wiring within the city. ~~He~~ They shall be well versed in the rules and requirements of the National Electrical Code as published by the National Fire Protection Association.

Sec. 6-221. Duties of electrical inspector.

The building official by and with the consent of the governing body shall have power to deputize one or more assistants, and each one of said assistants shall in every case be known to be competent to discharge the duties of electrical inspector, and the rights and privileges conferred upon the electrical inspector are hereby conferred upon each assistant to the electrical inspector when properly appointed.

Sec. 6-222. Electrician's license.

No person, firm or corporation shall engage in the business of installing electric wiring and apparatus within any building in the city for use in connection with electric light, heat or power without first appearing in person or by duly authorized representative at the ~~office of the building official~~ Development Services Department and securing from ~~him~~them an electrician's license except as provided hereinafter.

Sec. 6-223. Electrician's license fee.

No license shall be issued except upon payment of the fee which is on file in the ~~city secretary's office~~ Development Services Department to the building official conditioned upon full compliance with the provisions of this article regulating electric wiring and apparatus and the faithful performance of all contracts entered into for the installation of electric wiring and apparatus inside any building for use in connection with electric light, heat or power. Said electrician's license shall entitle the holder thereof to engage in the business of installing electric wiring and apparatus inside buildings for use in connection with electric light, heat or power within the limits of the city for the period of one year from date of issuance.

Sec. 6-224. Revocation of electrician's license.

Any failure on the part of the holder of an electrician's license to comply with the provisions of this article regulating electric wiring and apparatus or to carry out faithfully the conditions of a contract for installing electric wiring and apparatus shall be deemed sufficient cause for revoking said license together with all rights and privileges thereunder. The building official is hereby authorized to refuse to issue a license to any person, firm, or corporation whose license has been previously revoked or to any person, firm or corporation associated with such previous holder of a revoked license.

Sec. 6-225. Electrical permits required.

No alterations nor additions shall be made in the existing wiring of any building, nor shall any building be wired for the placing of any electric lights, motors, heating devices or any apparatus requiring the use of electrical current, nor shall any alterations be made in the wiring in any building after inspection, without first notifying the electrical inspector and securing a permit therefor, except minor repair work, such as repairing flush and snap switches, replacing fuses, changing lamp sockets and receptacles, taping bare joints and repairing drop cords. Applications for such permit describing such work shall be made by the person, firm, or corporation installing same, and permit when issued shall be to such applicant. This article shall not apply to maintenance and repairs on the premises of a person, firm or corporation regularly employing licensed electricians for the purpose.

Sec. 6-226. Certificate of inspection.

Upon the completion of the wiring of any building, it shall be the duty of the person, firm, or corporation doing the same to notify the electrical inspector, who shall inspect the installation within 24 hours of the time such notice is given; and if it is found to be fully in compliance with this article and does not constitute a hazard to life or property, he shall issue a certificate of inspection authorizing connection to the electric service and the turning on of the current.

Sec. 6-227. No certificate of ~~inspection-completion or occupancy~~ unless in conformity.

No certificate of ~~inspection-completion or occupancy~~ shall be issued unless the electrical light, power, or heating installation and all other electric apparatus connected with it are in strict conformity with the provisions of this article.

Sec. 6-228. Compliance with National Electrical Code required.

All new or altered wiring shall comply with the minimum standards as given in the National Electrical Code, ~~referenced in section 6-219.~~

Sec. 6-229. Concealed wiring.

All concealed wiring shall be inspected before closing out or covered, and no person shall cover or conceal such wiring until same has been inspected by the electrical inspector.

Sec. 6-230. Installations not covered by this article.

Any electrical installations not specifically covered by this article must be approved by the electrical inspector.

Sec. 6-231. Right of access to building.

The electrical inspector shall have the right during reasonable hours to enter any building in the discharge of ~~his~~ their official duties, or for the purpose of making any inspection or test of the electrical wires and appliances contained therein, and shall have the authority to cause the turning off of all electrical currents and cut or disconnect in cases of emergency any wire where such electrical currents are dangerous to life or property or may interfere with the work of the fire department.

Sec. 6-232. Inspection of existing installations.

The electrical inspector may inspect any electrical wiring now in existence in the city, and where such is found to be in dangerous or unsafe condition, then the electrical inspector shall notify the owner of such wiring by serving a written notice that such electrical wiring is in need of repairs, and shall require the owner to place same in a safe condition. Any owner or agent thereof failing or refusing within a reasonable time to make the necessary repairs or changes, and have the necessary work completed within a reasonable time after the receipt of said notice, shall be deemed guilty of a violation of this article, and every day which shall elapse after the expiration of said reasonable time until said wires and apparatus are repaired, removed, or changed as required by said electrical inspector, shall be considered a separate offense within the intent and meaning of this article and punishable by a fine as provided for in section 1-15.

Sec. 6-233. Electrical permit and inspection fees.

~~(a) Application for a permit to install electric wiring, motors, and appliances shall be made to the city Development Services Department by the person, firm, or corporation installing such wires, motors, and appliances. Permit and inspection fees shall be established by the city council as set forth in section 38-164 and on file in the city secretary's office.~~

~~(b) Fee schedule. The fee schedule is on file in the city secretary's office.~~

~~Sec. 6-234. Liability for enforcement.~~

~~Any officer or employee, or member of the city council, charged with the enforcement of the electrical code, acting for the city in the discharge of his duties, shall not thereby render himself liable personally, and he is hereby relieved from all personal liability for any damages that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties. Any suit brought against any officer or employee because of such act performed by him in the enforcement of any provision of the electrical code shall be defended by counsel provided by the city until the final termination of the proceedings. Neither the city, or any authorized agent, acting under the terms of this article shall be liable or have any liability by reason of orders issued, work done, inspections made or failure to make inspections under the terms of this article.~~

~~Sec. 6-235. Appeals and variances.~~

~~Any person aggrieved by any interpretation of the electrical regulations, or by any decision or ruling by the city's electrical inspector, shall have the right to make an appeal or request for variance, to the city board of adjustment created in chapter 46, article II, division 3. Such appeal or request for variance shall be perfected by written notice submitted to the city secretary and addressed to the board of adjustment asking for a hearing, and the action of the board of adjustment thereon shall be final. Prior to rendering a decision on any appeal or variance request, the board of adjustment may seek expert advice and counsel.~~

Secs. 6-234—6-264. Reserved.

ARTICLE IX. INTERNATIONAL RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS

Sec. 6-65. Code adopted by reference and specialized amendments.

- (a) The International Residential Code for One- And Two- Family Dwellings, 2021 edition, and latest revisions thereto, published by the International Code Council, is hereby adopted.
- (b) Appendices AA-AK, AM-AP, and AR-AU are hereby adopted from the International Residential Code for One- And Two- Family Dwellings.
- (c) Specialized amendments to the International Residential Code for One- And Two- Family Dwelling Codes are as follows:
 - (1) Sections R103, R104.10.1, R112, and R313.2 are hereby deleted in their entirety.
 - (2) Section 104.10 is modified by removing the word "Building Official" and replacing it with "Building Standards Commission".
 - (3) Section R105.2 Building 1 is modified from "200 square feet (18.58m2) to "151 square feet (14.02m2)".
 - (4) Section R105.2 Building 10 is modified from "200 square feet (18.58m2) to "151 square feet (14.02m2)".

(5) Section R105.3.1.1 is modified to add a new 2.4 which shall state the following “A building located within a historic district as designated by the City Council”.

Secs. 6-66—6-99. Reserved.

ARTICLE X. INTERNATIONAL ENERGY EFFICIENCY CODE

Sec. 6-100. Code adopted by reference and specialized amendments.

- (a) The International Energy Efficiency Code, 2021 edition, and latest revisions thereto, published by the International Code Council, is hereby adopted.
- (b) Appendices CB-CC and RB-RC are hereby adopted from the International Energy Efficiency Code.
- (c) Specialized amendments to the International Energy Efficiency Code are as follows:
 - (1) Each reference to “Code Official” shall mean the “Building Official”.
 - (2) Sections C104, C110, R104, and R110 are hereby deleted in their entirety.

Secs. 6-101—6-129. Reserved.

ARTICLE XI. INTERNATIONAL EXISTING BUILDING CODE

Sec. 6-130. Code adopted by reference and specialized amendments.

- (a) The International Existing Building Code, 2021 edition, and latest revisions thereto, published by the International Code Council, is hereby adopted.
- (b) Appendices B-C are hereby adopted from the International Existing Building Code.
- (c) Specialized amendments to the International Existing Building Code are as follows:
 - (1) Sections 103, 104.10.1, 105.1.1 – 105.1.2, 112, and 117.3 – 117.4 are hereby deleted in their entirety.
 - (2) Section 104.10 is modified by removing the word “Code Official” and replacing it with “Building Standards Commission”.
 - (3) Section 116.6 is modified by removing the word “Appeals Board” and replacing it with “Building Standards Commission”.

Secs. 6-131—6-159. Reserved.

ARTICLE XII. INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 6-160. Code adopted by reference and specialized amendments.

- (a) The International Property Maintenance Code, 2021 edition, and latest revisions thereto, published by the International Code Council, is hereby adopted.
- (b) Appendix A is adopted from the International Property Maintenance Code.
- (c) Specialized amendments to the International Property Maintenance Code are as follows:
 - (1) Each reference to “Code Official” shall mean the “Code Enforcement Division” for Sections 302, 308, and 309. Each reference to “Code Official” shall mean the “Building Standards Commission” for Section 106.1.

(2) Section 110.4 is modified in its entirety to say the following “Any person who shall continue work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be punishable in accordance with State Law or City Ordinance”.

Secs. 6-161—6-199. Reserved.

“Exhibit B”

ARTICLE II. CODES AND STANDARDS

Sec. 18-23. International Fire Code adopted by reference and amendments.

- (a) ~~There is hereby adopted for the purpose of prescribing regulations governing conditions hazardous to life and property, including the sale, use, and display of fireworks, from fire or explosion, t~~The International Fire Code, ~~2006-2021~~ edition, and latest revisions thereto, as published by the International Code Council, is hereby adopted.
- (b) ~~Appendices B – N are hereby adopted from the International Fire Code, of which code not less than o~~
- (c) General amendments applicable to the International Fire Code are as follows:
- (1) The Fee Schedule as adopted by the City supersedes any fees notated in the Code.
- (2) Each reference to “jurisdiction” or location for insertion of name of jurisdiction shall mean the City.
- (3) Each reference to “Department of Fire Prevention” shall mean the “Development Services Department”.
- (4) Sections 105.1.6 and 111 and Chapter 61 are deleted in their entirety.
- (5) Section 104.9 – 104.10 is modified by removing the word “Fire Code Official” and replacing it with “Building Standards Commission”.
- (d) ~~One copy shall be placed on file in the office of the city secretary~~ Development Services Department, and the same is hereby adopted and incorporated as fully as if set out at length herein, except as it may conflict with provisions of this article.
- (~~bd~~) At such time as a new edition of the International Fire Code is published by the International Code Council, the fire marshal shall obtain a copy and, after review, present it to the city council for adoption by ordinance. After adoption by the city council, the new edition shall be placed on file with the ~~city secretary~~ Development Services Department and shall become the official fire prevention code. Should the city council desire to make any modifications to the new edition of the fire prevention code not reflected in this section, they shall adopt the amendments thereto by ordinance.

Sec. 18-24. Enforcement.

The fire marshal or the building/fire code compliance officer or their designees shall be responsible for enforcing the provisions of the fire prevention code, or any other violations listed in this article. Any violation of the fire prevention code, or any other violations listed in this article shall be a misdemeanor and punishable pursuant to section 1-15.

Sec. 18-25. Liability for enforcement.

Any officer or employee, or member of the city council, charged with the enforcement of the fire prevention code, acting for the city in the discharge of his duties, shall not thereby render ~~himself liable~~ themselves liable personally, and ~~he is they are~~ hereby relieved from all personal liability for any damages that may accrue to persons or property as a result of any act required or permitted in the discharge of ~~his~~ their duties. Any suit brought against any officer or employee because of such act performed by ~~him them~~ in the enforcement of any provision of the fire prevention code shall be defended by counsel provided by the city until the final termination of the proceedings.

Neither the city, nor any authorized agent, acting under the terms of this article shall be liable or have any liability by reason of orders issued, work done, inspections made, or failure to make inspections under the terms of this article.

Sec. 18-26. Appeals and variances.

Any person aggrieved by any interpretation of the fire prevention regulations, or by any decision or ruling by the city's fire official, fire marshal or inspector, shall have the right to make an appeal or request for variance, to the ~~city board of adjustment created in chapter 46, article II, division III~~ Building Standards Commission. Such appeal or request for variance shall be perfected by written notice submitted to the Development Services Department ~~city secretary and addressed to the board of adjustment~~ asking for a hearing, and the action of the Building Standards Commission ~~board of adjustment~~ thereon shall be final. Prior to rendering a decision on any appeal or variance request, the Building Standards Commission ~~board of adjustment~~ may seek expert advice and counsel.

Secs. 18-27—18-55. Reserved.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: TIRZ-Tax Increment Reinvestment Zone – *Councilmember Ibis*

DEPARTMENT: N/A

PROPOSED ACTION:

No Council action proposed by staff; This item has been placed on the agenda at the request of Councilmember Ibis for consideration of the topic as stated.

BACKGROUND:

No additional information available at this time.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION:

Consideration of Councilmember Ibis' agenda item as stated.

ATTACHMENTS:

None

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- { } Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.



Elgin City Council Meeting Agenda Item Executive Summary

ITEM: County Line Road – *Councilmember Ibis*

DEPARTMENT: N/A

PROPOSED ACTION:

No Council action proposed by staff; This item has been placed on the agenda at the request of Councilmember Ibis for consideration of the topic as stated.

BACKGROUND:

No additional information available at this time.

BUDGET/FINANCIAL IMPACT:

Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION:

Consideration of Councilmember Ibis' agenda item as stated.

ATTACHMENTS:

None

- { } Staff will be making a detailed presentation on this agenda item at the meeting.
- { } Staff will provide brief comments and answer questions on this item at the meeting.
- { } This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.