



**CITY OF HUTCHINS
CITY COUNCIL MEETING
AGENDA**

**Monday, December 09, 2024, at 6:30 PM
City Hall, 321 N. Main Street**

Pursuant to Section 551 of the Texas Government Code, notice is hereby given of a Regular Meeting of the Hutchins City Council to be held on Monday, December 9, 2024, at 6:30 PM located at Hutchins City Hall Council Chambers, 321 N. Main Street, Hutchins, Texas, at which time the following items will be discussed and considered.

City Council Members

Mayor Mario Vasquez
Mayor Pro Tem Steve Nichols
Councilmember Brenda Campbell
Councilmember Dominic Didehbani
Councilmember Raymond Elmore
Councilmember Demarcus Odom

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CITIZEN COMMENTS - *This agenda item provides an opportunity for citizens to address the City Council on any matter that is not posted on the agenda. Anyone wishing to address the City Council should complete a Citizen Comments Form and submit it to the City Secretary prior to the start of the City Council meeting. There is a three (3) minute time limit for each citizen to speak. However, in accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decision at this time.*

D. CONSENT AGENDA - *All items presented in the Consent Agenda require no deliberation by the Council. Each Council member has the opportunity of removing an item from this agenda so that it may be considered separately.*

1. Consider approval of the October and November 2024 Council Meeting Minutes.

E. PRESENTATIONS

2. Life Saving Awards Presented by Stacey Hickson, Fire Chief

F. PUBLIC HEARINGS

3. Conduct a public hearing to consider a request from Robert Sangdahl (representing Lineage Logistics) for a text amendment to the City of Hutchins Zoning Ordinance, Exhibit 14B Zoning Text Amendments, Part III Port Industrial District, Section 3 Height Regulations (A.) Maximum Building Height. Presented by: Tim Rawlings.

3A. Open Public Hearing

3B. Consider Ordinance 2024-12-1202 AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 14 TITLED "ZONING" BY AMENDING EXHIBIT 14B TITLED "ZONING TEXT AMENDMENTS" BY AMENDING PART III TITLED "PORT INDUSTRIAL DISTRICT" BY AMENDING SECTION 3 TITLED "HEIGHT REGULATIONS" BY AMENDING PARAGRAPH A TITLED "MAXIMUM BUILDING HEIGHT.

G. REGULAR AGENDA - *As authorized by Section 551.071 of the Texas Government Code, the City Council reserves the right to convene in Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.*

4. DISCUSS AND CONSIDER RESOLUTION R2024-12-1227 OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE THE TERMS AND CONDITIONS OF THE AIA B104-2017 AGREEMENT BY AND BETWEEN THE CITY AND BRANDSTETTER CARROLL, INC. FOR ARCHITECTURAL DESIGN SERVICES FOR THE RECREATION CENTER AND LIBRARY BUILDING; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: James Quin, City Administrator
5. DISCUSS AND CONSIDER RESOLUTION R2024-12-1228 OF THE CITY OF HUTCHINS, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT. Presented By: Maria Joyner, Director of Finance
6. Discuss and consider mosaic art selection for New City Hall Wall A. Event Center North, Wall B. Event Center West, and Wall C1 & C2 South Entry. Presented by: Wanda Randle
7. Discuss and consider appointments to the Planning and Zoning Commission. Presented by Cynthia Olguin.
8. Discuss and consider Resolution R2024-12-1229 of the City of Hutchins, Texas approving the 2025 City Council Meeting Schedule. Presented by Cynthia Olguin, City Secretary

H. EXECUTIVE SESSION

9. The Hutchins City Council will hold a closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in §551.087. Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision to a business prospect: 1) Project Beckett. Presented by: Guy Brown HEDC Executive Director
10. Pursuant to Texas Government Code Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY. Discuss purchase of property. Presented by James Quin, City Administrator

I. RECONVENE INTO REGULAR SESSION

11. Take action, if any, as a result of Executive Session:
 - a. Deliberation regarding economic development negotiations. 1) Project Beckett
 - b. Deliberation regarding the purchase of property.

J. ITEMS OF COMMUNITY INTEREST

12. Keep Hutchins Beautiful Board Meeting, Tuesday, December 10, 2024, at 6:00 p.m., City Hall Council Chamber, 321 N. Main St., Hutchins.

Hutchins Rockin 70's Holiday In The Park., Saturday, December 14, 2024, noon - 3 pm, Campbell Park, 200 S. Denton St., Hutchins.

Planning and Zoning Commission Meeting, Thursday, December 19, 2024, at 6:00 p.m., City Hall Council Chamber, 321 N. Main St. Hutchins.

City Offices Closed: Tuesday, December 24 and Wednesday, December 25, 2024, in observance of Christmas Eve and Christmas Day Holiday; and Wednesday, January 1, 2025, in observance of the New Year Holiday.

K. ADJOURN

CERTIFICATION

I certify that a copy of the December 9, 2024, agenda of items to be considered by the Hutchins City Council was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website www.cityofhutchins.org, in accordance with Chapter 551 of the Texas Government Code. Posted on Friday, December 6, 2024, before 6:30 p.m.



Cynthia Olguin
City Secretary



ACCESSIBILITY STATEMENT

The meeting location is wheelchair accessible from the front door. Requests for special services must be received at least 48 hours in advance of the scheduled meeting. For assistance, please call the office of the City Secretary at 972-225-6121 or email the City Secretary at colguin@cityofhutchins.org



STAFF REPORT

MEETING DATE:	December 9, 2024
MEETING TYPE:	City Council Meeting
SUBMITTED BY:	Cynthia Olguin
AGENDA CAPTION:	Consider approval of city council meeting minutes for October and November 2024 Presented by: Cynthia Olguin

Background Information

Consider approval of the meeting minutes for the following dates:

- October 7, 2024, Called City Council Meeting
- October 21, 2024, Regular City Council Meeting
- November 18, 2024, Regular City Council Meeting

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommend approval of the minutes.

Supporting Documentation and Attachments



**CITY OF HUTCHINS
CITY COUNCIL MEETING
MINUTES**

**Monday, October 07, 2024 at 6:30 PM
City Hall, 321 N. Main Street**

A Regular Meeting of the Hutchins City Council was held on Monday, October 7, 2024, at 6:30 p.m. at Hutchins City Hall Council Chambers, 321 N. Main Street, Hutchins, Texas, at which time the following items were discussed and considered.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

1. Roll Call by Mayor and announce a quorum.

Mayor Vasquez called the meeting to order at 6:30 p.m. and announced a quorum.

PRESENT

- Mario Vasquez
- Steve Nichols
- Brenda Campbell
- Dominic Didehbani
- Raymond Elmore
- Demarcus Odom

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Mr. James Spence gave the invocation and Councilmember Elmore led the Pledge of Allegiance.

C. CITIZEN COMMENTS - None

D. CONSENT AGENDA - All items presented in the Consent Agenda require no deliberation by the Council. Each Council member has the opportunity of removing an item from this agenda so that it may be considered separately.

2. Discuss and consider Resolution R2024-10-1214 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER OF THE CITY OF HUTCHINS, TEXAS, FOR FISCAL YEAR 2024-2025. Presented by Cynthia Olguin

3. Consider approval of city council meeting minutes for July, August, and September 2024 Presented by: Cynthia Olguin

Motion made by Councilmember Nichols and seconded by Councilmember Campbell to approve the consent agenda as presented. All in favor the motion passed.

Voting Yea: Brenda Campbell, Dominic Didehbani, Raymond Elmore, Steve Nichols, Demarcus Odom

Voting Nay: 0

E. PRESENTATIONS

4. Discuss adding additional signage in areas prone to illegal dumping of animals and discuss a potential partnership with Glenn Heights for an animal shelter. Presented by: Steve Perry Police Chief

Police Chief Perry presented a proposal for a potential partnership with the City of Glenn Heights to establish a shared animal shelter. He provided information on previously suggested locations, estimated construction costs, and photos of the former City of Glenn Heights police building. Additionally, he detailed the lot size, square footage, location, and structural findings of the building. A conceptual design plan created by Glenn Heights' architect was also displayed.

Mr. Blackwell, the City Manager of Glenn Heights, emphasized the need for a new animal shelter and mentioned that the Glenn Heights City Council is interested in exploring a partnership for this project. The old police department building, which is 6,250 square feet, has room for expansion. However, the new facility would need sufficient space to accommodate fifty dogs and forty cats. City Administrator Quin and Chief Perry informed Mr. Blackwell that this project must be approached as an equitable partnership.

The Council is in support of forming a partnership with Glenn Heights, but they want to ensure it has equal say in management and operations. City staff will keep working with the City of Glenn Heights to look at other options, including locations and pricing.

Chief Perry proposed installing signage in areas where dog abandonment may occur. This signage, along with the cameras, could deter dumping activities. Mayor Vasquez asked for a larger font size and Mayor Pro Tem Nichols suggested language for video surveillance.

F. REGULAR AGENDA - As authorized by Section 551.071 of the Texas Government Code, the City Council reserves the right to convene in Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

5. Discuss and consider authorizing the City Administrator to execute a Professional Service Agreement with Turning Art. Presented by Wanda Randle

Wanda Randle, the Director of Community Services and Parks Programs, presented the item and introduced Erin Doherty and Audrey Thorp from Turning Art. They shared information about their firm and the local artists they team with. Turning Art can provide either a single artist for the entire project or four different artists, one for each of the four walls. The mosaic art project budget is not to exceed \$400,000. The materials used will come with a lifetime warranty, and the colors are guaranteed to last for twenty years. The plan is to complete the installation by May 2025.

Motion made by Councilmember Nichols and seconded by Councilmember Odom to authorize the City Administrator to execute a Professional Service Agreement with Turning Art. All in favor, the motion passed.

Voting Yea: Brenda Campbell, Dominic Didehbani, Raymond Elmore, Steve Nichols, Demarcus Odom

Voting Nay: 0

6. Discuss and consider Resolution R2024-10-1215 authorizing the City Administrator or City Administrator's designee to solicit proposals from firms to assist the City of Hutchins with updating its zoning ordinance. Presented by: Katherine Lindsey, Assistant to the City Administrator.

Motion made by Councilmember Elmore and seconded by Councilmember Odom to approve Resolution R2024-10-1215. All in favor, the motion passed.

Voting Yea: Brenda Campbell, Dominic Didehbani, Raymond Elmore, Steve Nichols, Demarcus Odom

Voting Nay: 0

7. Discuss and consider a request from Dallas County Replacement Housing Program for waivers to the City of Hutchins Zoning Ordinance for the SF-8.5 district and permit fees. Presented by: Tim Rawlings

Building Official Rawlings presented the item and provided a brief overview of the Dallas County Replacement Housing Program. The program last constructed a home in Hutchins in 2013. The new house will feature three bedrooms, two bathrooms, a total of 1,050 square feet, and will be ADA compliant. The homeowner mentioned that she discovered information about the replacement program in her city water bill.

Motion made by Councilmember Nichols was seconded by Councilmember Didehbani to approve the request and waive fees and square footage requirements. All in favor, the motion passed.

Voting Yea: Brenda Campbell, Dominic Didehbani, Raymond Elmore, Steve Nichols, Demarcus Odom

Voting Nay: 0

8. Discuss and consider RESOLUTION R2024-10-1216 of the CITY COUNCIL of the CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE THE AGREEMENT WITH ESTRADA CONCRETE CO. TO INSTALL LOWER RAWLINS (ARPA) WASTEWATER MAIN. Presented by: Mamun Yusuf, Director of Public Works.

Motion made by Councilmember Odom was seconded by Councilmember Elmore to approve the Resolution R2024-10-1216. All in favor, the motion passed.

Voting Yea: Brenda Campbell, Dominic Didehbani, Raymond Elmore, Steve Nichols, Demarcus Odom

Voting Nay: 0

G. EXECUTIVE SESSION

9. Pursuant to Chapter 551, Subchapter D, Texas Government Code, §551.087. Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision to a business prospect: 1) PROJECT STAR. Presented by: Guy Brown HEDC Executive Director

10. Pursuant to Texas Government Code Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person. Potential property sites for the Recreation Center and Library

Mayor Vasquez moved the council into Executive Session at 7:29 p.m.

H. RECONVENE INTO REGULAR SESSION

11. Take action, if any, as a result of Executive Session:

a. Deliberation regarding economic development negotiations. 1) Project Star.

b. Deliberation Regarding Real Property: Potential property sites for the Recreation Center and Library

The council reconvened into Regular Session at 7:58 p.m. with no action taken.

I. ITEMS OF COMMUNITY INTEREST

12. City Secretary Olguin announced the items of community interest.

J. ADJOURN

Motion made by Councilmember Elmore, seconded by Councilmember Nichols to adjourn the meeting at 7:58 PM. All in favor, the motion passed.

Voting Yea: Brenda Campbell, Dominic Didehbani, Raymond Elmore, Steve Nichols, Demarcus Odom

Voting Nay: 0

PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL AT A REGULAR MEETING HELD ON THE 9th DAY OF DECEMBER 2024.

APPROVED:

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary



CITY OF HUTCHINS CITY COUNCIL MEETING MINUTES

Monday, October 21, 2024 at 6:30 PM
Hutchins Community Center, 500 W. Hickman St., Hutchins

A Regular Meeting of the Hutchins City Council was held on Monday, October 21, 2024, at 6:30 p.m. located at Hutchins Community Center, 550 W. Hickman St., Hutchins, at which time the following items were discussed and considered.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

1. Roll Call by Mayor and announce a quorum.

Mayor Vasquez called the meeting to order at 6:32 p.m. and announced a quorum.

<u>PRESENT</u>	<u>ABSENT</u>
Mario Vasquez	Brenda Campbell
Steve Nichols	
Dominic Didehbani	
Raymond Elmore	
Demarcus Odom	

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Mr. James Spence gave the invocation and Councilmember Elmore led the Pledge of Allegiance.

C. CITIZEN COMMENTS

James Spence, Hutchins's resident, commended the council and department heads for moving the city forward and thanked the council for the informative Town Hall Meeting.

D. PRESENTATIONS

3. Proclamation in recognition of Municipal Court Week

Mayor Vasquez presented Court Administrator Twyla Robinson with a Proclamation in recognition of Municipal Court Week.

2. Annual Financial Audit Report Presented by: Louis Breedlove, Brooks Watson CPA

Mr. Breedlove presented the Annual Financial Audit Report and answered questions from the council.

E. REGULAR AGENDA - *As authorized by Section 551.071 of the Texas Government Code, the City Council reserves the right to convene in Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.*

- 4. **Discuss and consider RESOLUTION R2024-10-1217 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE ADVANCED FUNDING AGREEMENT (AFA) WITH TXDOT FOR TXDOT GREEN RIBBON PROJECT LANDSCAPING IMPROVEMENT OF I-45 CITY OF HUTCHINS BEAUTIFICATION PROJECT. Presented by: Mamun Yusuf, Director of Public Works**

Motion made by Councilmember Nichols and seconded by Councilmember Elmore to approve Resolution R2024-10-1217. All in favor the motion passed.

Voting Yea: Dominic Didehbani, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

- 5. **Discuss and consider Resolution R2024-10-1218 OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE EXECUTION OF A CONGREGATE MEALS AGREEMENT WITH THE VISITING NURSES ASSOCIATION OF TEXAS FOR THE TIME PERIOD OF OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025; APPROVING A PRICE PER MEAL INCREASE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Wanda Randle**

Motion made by Councilmember Elmore and seconded by Councilmember Nichols to approve Resolution R2024-10-1218. All in favor the motion passed.

Voting Yea: Dominic Didehbani, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

- 6. **Discuss and consider Resolution R2024-10-1219 OF THE CITY OF HUTCHINS, TEXAS, AUTHORIZING THE EXECUTION OF A CONGREGATE MEALS AGREEMENT WITH THE CHOCOLATE MINT FOUNDATION OF TEXAS FOR THE TIME PERIOD OF OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025; APPROVING A PRICE PER MEAL INCREASE; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by Wanda Randle**

Motion made by Councilmember Nichols and seconded by Councilmember Didehbani to approve Resolution R2024-10-1219. All in favor the motion passed.

Voting Yea: Dominic Didehbani, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

- 7. **Discuss and consider Resolution R2024-10-1220 OF THE CITY OF HUTCHINS, TEXAS, RATIFYING THE EXECUTION OF A TITLE III FEDERAL SERVICE AGREEMENT WITH THE DALLAS AREA AGENCY ON AGING FOR THE TIME PERIOD OF OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2024.**

Motion made by Councilmember Nichols and seconded by Councilmember Elmore to approve Resolution R2024-10-1220. All in favor the motion passed.

Voting Yea: Dominic Didehbani, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

- 8. **Discuss and consider a request for part-time/temporary support staff in Utility Billing. Presented by Maria Joyner, Director of Finance**

Motion made by Councilmember Nichols and seconded by Councilmember Elmore to approve the request for a part-time/temporary support staff in Utility Billing. All in favor the motion passed.

Voting Yea: Dominic Didehbani, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

F. ITEMS OF COMMUNITY INTEREST

- 9. City Secretary Olguin read the items of community interest and announced the city council meeting for November 4, 2024, was cancelled and the council would meet on November 18, 2024.

G. ADJOURN

Motion made by Councilmember Elmore, seconded by Councilmember Didehbani to adjourn the meeting at 7:11 PM. All in favor, the motion passed.

Voting Yea: Dominic Didehbani, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL AT A REGULAR MEETING HELD ON THE 9th DAY OF DECEMBER 2024.

APPROVED:

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary



**CITY OF HUTCHINS
CITY COUNCIL MEETING
MINUTES**

**Monday, November 18, 2024 at 6:30 p.m.
City Hall, 321 N. Main St.**

A Regular Meeting of the Hutchins City Council was held on Monday, November 18, 2024, at 6:30 p.m. at Hutchins City Hall Council Chambers, 321 N. Main Street, Hutchins, Texas, at which time the following items were discussed and considered.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

Mayor Vasquez called the meeting to order at 6:30 p.m. and announced a quorum.

<u>PRESENT</u>	<u>ABSENT</u>
Mario Vasquez	Dominic Didehban
Steve Nichols	
Brenda Campbell	
Raymond Elmore	
Demarcus Odom	

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Nichols gave the invocation and Councilmember Elmore led the Pledge of Allegiance.

C. CITIZEN COMMENTS - None

D. ELECTION CANVASS

- 1. Discuss and consider Resolution R2024-11-1221, A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS OF A BOND ELECTION, AND OTHER MATTERS IN CONNECTION THEREWITH. Presented by: Cynthia Olguin, City Secretary**

Motion made by Councilmember Nichols seconded by Councilmember Elmore to approve Resolution R2024-11-1221. All in favor the motion passed.

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

E. PRESENTATIONS

- 2. Drone Presentation Presented by: S. Perry Police Chief**

Police Chief Perry presented the item and introduced Jack White and Barry Moore, representatives of Fire Cam Police and Fire Solutions, who demonstrated the DJI Matrice 30T drone designed for outdoor operations and DJI Avata drone designed for inside operations.

F. PUBLIC HEARINGS

- 3. Conduct a Public Hearing to consider a request by applicant Lisa Ross, of CBG Surveying Texas. (representing property owners Allan & Tina Avery) to replat a 0.660-acre tract of land situated in the Thomas Freeman Survey, Abstract No. 453 in the City of Hutchins, Dallas County, Texas and being Lots 6 thru 10, Block 86 The Original Town of Hutchins, Texas, recorded in Volume 283, Official Public Records of Dallas County, Texas, and being more particularly described as 115 Grayson Street. by: Tim Rawlings**

Director of Community Development Tim Rawlings presented the item and provided the council with a letter of protest submitted by a property owner. Mr. Rawlings explained the ordinance requirement for denial if twenty percent or more of the property owners notified of the replat were in opposition. City Administrator Quin emphasized to the council that staff must administratively confirm that all the requirements are met for the replat.

3A. Open Public Hearing and receive comments.

Mayor Vasquez opened the public hearing at 6:52 p.m. Councilmember Campbell asked for clarification of the comments made in the letter of opposition. With there being no other people registered to speak; the public hearing was closed at 6:53 p.m.

3B. Consider approval of a replat 0.660-acre tract of land being more particularly described as 115 Grayson St.

Councilmember Nichols made the motion seconded by Councilmember Odom to approve the request for replat at 115 Grayson St. All in favor, the motion carried 4-0

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
 Voting Nay: 0

- G. REGULAR AGENDA - *As authorized by Section 551.071 of the Texas Government Code, the City Council reserves the right to convene in Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.***

- 4. Discuss and consider mosaic art selection for New City Hall Wall A. Event Center North, Wall B. Event Center West, and Wall C1 & C2 South Entry. Presented by: Wanda Randle**

Wanda Randle, the Director of Community Services and Park Programs, presented the item and provided a brief overview of the local graphic designers and artists selected to create concepts and designs for murals in three areas of the new city hall.

Ms. Randle presented the concepts and designs for consideration, explained the instructions and renderings from the new City Hall that were provided to each artist. Artist Patricia Rodriguez was selected to create the mural for Wall A – Event Center North. Artist JD Moore was chosen to design the mural for Wall B – Event Center West. Artist J Muzacz was selected to create the artwork for the murals on Walls C1 and C2, located at the South Entry.

Wall A – Event Center North:

The council unanimously agreed to modifications to concept 1 and recommended adding a bird.

Wall B – Event Center West:

Councilmember Nichols made the motion seconded by Councilmember Elmore to approve Concept 2 with no changes.

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

Wall C1 and C2 – South Entry:

The council unanimously agreed for this item to go back to the drawing board.

- 5. **Discuss and consider appointments to the Keep Hutchins Beautiful Board for the remainder of a term expiring in 2026. Presented by Cynthia Olguin.**

Councilmember Nichols made the motion seconded by Councilmember Odom to appoint Brianna Wadley and Teresa Ayala to the Keep Hutchins Beautiful Board as alternate board members. All in favor, the motion carried 4-0.

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

- 6. **Discuss and consider an appointment for an alternate member of the Planning and Zoning Commission. Presented by Cynthia Olguin.**

Councilmember Nichols made the motion seconded by Councilmember Elmore to appoint James Spence as an alternate board member of the Planning and Zoning Commission for a two-year term expiring in 2026. All in favor, the motion carried 4-0.

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

- 7. **Discuss and consider ORDINANCE 2024-11-1200 OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 12, TITLED “TRAFFIC AND VEHICLES”, ARTICLE 12.04, TITLED “PARKING,” SECTION 12.05.002 TITLED “No Parking Zones,” BY AMENDING SUBSECTION (a) BY Adding PARAGRAPH (14); PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE. PRESENTED BY: S. PERRY, POLICE CHIEF**

Councilmember Elmore made the motion seconded by Councilmember Campbell to approve Ordinance 2024-11-1200. All in favor, the motion carried 4-0

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

- 8. **Discuss and consider ORDINANCE 2024-11-1201 AN ORDINANCE OF THE CITY OF HUTCHINS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 3 “BUILDING REGULATIONS” BY ADDING ARTICLE 3.15 TITLED PORTABLE STORAGE CONTAINERS AND SHIPPING CONTAINERS. BY: TIM RAWLINGS**

Councilmember Odom made the motion seconded by Councilmember Nichols to approve Ordinance 2024-11-1201. All in favor, the motion carried 4-0

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

9. Discuss and consider Resolution R2024-11-1222 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND ADOPTING FINANCIAL MANAGEMENT POLICIES FOR THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: Maria Joyner, Director of Finance

Councilmember Nichols made the motion seconded by Councilmember Campbell to approve Resolution R2024-11-1222. All in favor, the motion carried 4-0

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

10. Discuss and consider Resolution R2024-11-1223 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ADOPTING THE CITY OF HUTCHINS INVESTMENT POLICY ATTACHED HERETO AS EXHIBIT "A"; DECLARING THAT THE CITY COUNCIL HAS COMPLETED ITS REVIEW OF THE INVESTMENT POLICY AND INVESTMENT STRATEGIES OF THE CITY AND THAT EXHIBIT "A" RECORDS ANY CHANGES TO EITHER THE INVESTMENT POLICY OR INVESTMENT STRATEGIES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. Presented by: Maria Joyner, Director of Finance

Councilmember Nichols made the motion seconded by Councilmember Odom to approve Resolution R2024-11-1223. All in favor, the motion carried 4-0

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

11. Discuss and consider RESOLUTION R2024-11-1224 OF THE HUTCHINS CITY COUNCIL NOMINATING CANDIDATES FOR ELECTION TO THE BOARD OF DIRECTORS OF DALLAS CENTRAL APPRAISAL DISTRICT. Presented by Cynthia Olguin

Councilmember Nichols made the motion seconded by Councilmember Elmore to approve Resolution R2024-11-1224 casting 5 votes for Demarcus Odom. All in favor, the motion carried 4-0

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

12. Discuss and consider Resolution R2024-11-1225, OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND GRANTING A NON-EXCLUSIVE, PUBLIC UTILITY EASEMENT AND RIGHT OF WAY TO ONCOR ELECTRIC DELIVERY COMPANY, LLC, FOR THE PURPOSE OF LOCATION, CONSTRUCTION, MAINTENANCE, OPERATION, REPAIR, REMOVAL, REPLACEMENT, RECONSTRUCTION, AND RELOCATION OF ELECTRIC UTILITIES. Presented by Mamun Yusuf

Councilmember Nichols made the motion seconded by Councilmember Elmore to approve Resolution R2024-11-1225. All in favor, the motion carried 4-0

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

13. Discuss and consider Resolution R2024-11-1226 OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ADOPTING THE CITY OF HUTCHINS COVERED APPLICATIONS AND PROHIBITED TECHNOLOGY POLICY; AND PROVIDING AN EFFECTIVE DATE. Presented by: James Quin, City Administrator

Councilmember Elmore made the motion seconded by Councilmember Campbell to approve Resolution R2024-11-1226. All in favor, the motion carried 4-0

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

H. EXECUTIVE SESSION

14. The Hutchins City Council will hold a closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in §551.087. Deliberation regarding economic development negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision to a business prospect: 1) Project Beckett. Presented by: Guy Brown HEDC Executive Director

15. Pursuant to Texas Government Code Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person; specifically, discuss purchase of property for location of the Recreation Center and Library. Presented by James Quin, City Administrator

Mayor Vasquez convened the council into Executive Session at 7:40 p.m.

I. RECONVENE INTO REGULAR SESSION

16. Take action, if any, as a result of Executive Session:

Mayor reconvened back into Regular Session at 8:40 p.m.

a. Deliberation regarding economic development negotiations. 1) Project Beckett

No action taken on this item.

b. Deliberation regarding the purchase, exchange, lease or value of real property located within the City of Hutchins, Texas.

The motion was made by Councilmember Nichols and seconded by Councilmember Elmore that the City Administrator be authorized to negotiate and sign an agreement with Buckman Acquisitions, LLC to assign to the City all of Buckman Acquisitions’ rights and interest as buyer in that certain Commercial Contract – Unimproved Property effective October 30, 2024, regarding the purchase of 13.577 acres out of the Thomas J. Wampler Survey, Abstract No. 1538 and the Thomas Freeman Survey, Abstract No. 453, in the City of Hutchins, Dallas County, Texas, and to take such action and sign such documents on behalf of the City as necessary to close on the purchase of said property. All in favor, the motion carried 4-0.

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

J. ITEMS OF COMMUNITY INTEREST

17. City Secretary Olguin announced the items of community interest.

K. ADJOURN

Motion made by Councilmember Elmore, seconded by Mayor Pro Tem Nichols to adjourn the meeting at 8:43 PM. All in favor, the motion passed 4-0.

Voting Yea: Brenda Campbell, Raymond Elmore, Steve Nichols, Demarcus Odom
Voting Nay: 0

PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL AT A REGULAR MEETING HELD ON THE 9th DAY OF DECEMBER 2024.

APPROVED:

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary



STAFF REPORT

MEETING DATE:	December 9, 2024
MEETING TYPE:	City Council
SUBMITTED BY:	Stacy Hickson
AGENDA CAPTION:	Life Saving Awards Presented by Stacey Hickson, Fire Chief

Background Information:

2 Separate life saving awards to Ambulance and Engine Crews.

Budget Implications

None

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

N/A

Supporting Documentation and Attachments

Attached

LIFE SAVING AWARD

Life Saving Award
Presented to

MEDIC 341

Lane Anthony
Ryan Hill

LADDER 342

Everett Joles
Kevin Bennett
Juan Barajas

In recognition of the exemplary care that you provided for a cardiac arrest patient on August 8th, 2024, HFR was called for a medical emergency and during the assessment, the patient became unresponsive. After no pulse was found, CPR was initiated for a short time and after defibrillation, the patient regained consciousness. During transport to the ER, the patient was alert and talking with a GCS of 15. Your knowledge and skill resulted in the patient leaving the hospital completely intact.

LIFE SAVING AWARD

Life Saving Award
Presented to

MEDIC 341

Joey Gammons
Brian Self
Josh Smith

ENGINE 342

Juan Barajas
Josh Hellums
John Leathers

In recognition of the exemplary care that you provided for a cardiac arrest patient on July 22, 2024, HFR was called for a male that collapsed and by standard CPR was in progress. HFR continued patient care, giving lifesaving medications and defibrillating the patient 5 times prior to receiving ROSC minutes before ER arrival. Your knowledge and skill resulted in the patient leaving the hospital completely intact.



STAFF REPORT

MEETING DATE:

MEETING TYPE: City Council

SUBMITTED BY: Tim Rawlings

AGENDA CAPTION: Consider a text amendment to the City of Hutchins Zoning Ordinance, Exhibit 14B Zoning Text Amendments, Part III Port Industrial District, Section3 Height Regulations (A.) Maximum Building Height by: Tim Rawlings

Background Information

Consider a request made by Robert Sangdahl (representing Lineage Logistics) for a text amendment to the City of Hutchins Zoning Ordinance, Exhibit 14B Zoning Text Amendments, Part III Port Industrial District, Section3 Height Regulations (A.) Maximum Building Height. Changing the maximum height from 110' feet to 140' feet.

Many new refrigerated warehouses use ASRS systems (Automated Storage and Retrieval Systems) to maximize storage capacity and expedite order fulfilment. These systems require taller buildings to be able to install. Our current ordinance is over 20 years old and therefore does not take into consideration the newest innovations in warehouse technology and operations.

At their November 21st meeting the Planning and Zoning Commission held a public hearing, at the meeting there were no members of the public who wished to speak, the Commissioners deliberated and voted 4-0 to send a recommendation of approval to the City Council.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommends approval.

Supporting Documentation and Attachments

**NOTICE OF PUBLIC HEARING
CITY OF HUTCHINS
CITY COUNCIL
DECEMBER 9, 2024, MEETING**

The City Council of the City of Hutchins will hold a public hearing at 6:30 PM on Monday, December 9, 2024, in the Council Chambers at 321 N Main. The meeting will be for consideration of the following items.

Consider a text amendment to the City of Hutchins Zoning Ordinance, Exhibit 14B Zoning Text Amendments, Part III Port Industrial District, Section3 Height Regulations (A.) Maximum Building Height. Changing the maximum height from 110' feet to 140' feet.

If you have any questions please feel free to call City Hall at (972) 225-6121 and ask to speak to Building Official Tim Rawlings

**CITY OF HUTCHINS, TEXAS
ORDINANCE NO. 2024-12-1202**

AN ORDINANCE OF THE CITY OF HUTCHINS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 14 TITLED “ZONING” BY AMENDING EXHIBIT 14B TITLED “ZONING TEXT AMENDMENTS” BY AMENDING PART III TITLED “PORT INDUSTRIAL DISTRICT” BY AMENDING SECTION 3 TITLED “HEIGHT REGULATIONS” BY AMENDING PARAGRAPH A TITLED “MAXIMUM BUILDING HEIGHT”; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission of the City of Hutchins and the governing body of the City of Hutchins in compliance with the laws of the State of Texas, and the ordinances of the City of Hutchins, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1. That the City of Hutchins Code of Ordinances is hereby amended by amending Chapter 14 titled “Zoning” by amending Exhibit 14B titled “Zoning Text Amendments” by amending Part III titled “Port Industrial District” by amending Section 3 titled “Height Regulations” by amending Paragraph A titled “Maximum Building Height”, to read as follows:

“CHAPTER 14 B ZONING TEXT AMENDMENTS

...

Part III Port Industrial District

...

AMEND SECTION 3, PARAGRAPH A:

§ 3 Height Regulations

A. Maximum Building Height. The maximum height of any building within the PI Subdistrict shall be ~~one hundred ten (110) feet~~ **one hundred forty (140) feet**, as measured from the

average elevation of the finished grade along the front of the building to the highest point of the roof of the building if it is a flat, mansard or shed roof; or to the midpoint of the roof if it is gable, hip or gambrel roof.

SECTION 2. To the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of Sachse governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

SECTION 3. That all provisions of the ordinances of the City of Hutchins in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Hutchins not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. An offense committed before the effected date of this ordinance is governed by the prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Hutchins, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2,000.00) Dollars for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

IT SO ACCORDINGLY ORDAINED.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS ON THIS THE 9TH DAY OF NOVEMBER 2024.

APPROVED:

Mario Vasquez, Mayor

APPROVED AS TO FORM:

Joseph J. Gorfida Jr., City Attorney
(12-03-2024: 4901-8242-2531, v. 1)

ATTEST:

Cynthia Olguin, City Secretary



STAFF REPORT

MEETING DATE: December 9, 2024

MEETING TYPE: City Council Meeting

SUBMITTED BY: James Quin, City Administrator

AGENDA CAPTION: DISCUSS AND CONSIDER RESOLUTION R2024-12-1227 OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE THE TERMS AND CONDITIONS OF THE AIA B104-2017 AGREEMENT BY AND BETWEEN THE CITY AND BRANDSTETTER CARROLL, INC. FOR ARCHITECTURAL DESIGN SERVICES FOR THE RECREATION CENTER AND LIBRARY BUILDING; AND PROVIDING FOR AN EFFECTIVE DATE. Presented by: James Quin, City Administrator

Background Information

At its March 20, 2023, Regular Meeting, the City Council selected Brandstetter Carroll Inc. as one of the City’s architectural firms listed as eligible to complete municipal projects. This includes designing the Recreation Center and Library Building. The proposed amount for the architectural design is \$1,920,000 which is 8% of \$24,000,000 building cost. Upon the approval of the contract, the firm will begin the design of the new Recreation Center and Library facility.

Budget Implications

\$1,920,000 cost which will be funded via \$1,065,000 from the funds provided to the City from the EDC and a reimbursement resolution to General Fund for the amount \$855,000 to be taken from the citizen approved \$28,000,0000 bond proposition.

Operational Impact

The design of the Recreation Center and Library Building.

Legal Review

The City Attorney has reviewed the contract and has approved it.

Staff Recommendation

It is recommended that the City Council award the contract to Brandstetter Carroll Inc. for the amount of \$1,920,000 to design the Recreation Center and Library facility.

Supporting Documentation and Attachments

R2024-12-1227 Document B104-2017 Standard Form of Agreement Between Owner and Architect

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2024-12-1227**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE THE TERMS AND CONDITIONS OF THE AIA B104-2017 AGREEMENT BY AND BETWEEN THE CITY AND BRANDSTETTER CARROLL, INC. FOR ARCHITECTURAL DESIGN SERVICES FOR THE RECREATION CENTER AND LIBRARY BUILDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Hutchins has been presented with the proposed AIA B104-2017 Agreement (the “Agreement”) by and between the City of Hutchins and Brandstetter Carroll, Inc. for architectural design services for the Recreation Center and Library Building; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Administrator is authorized to negotiate and execute the Agreement and all related documents thereto on behalf of the City of Hutchins, Texas.

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

SECTION 1. The City Administrator is hereby authorized to negotiate and execute the Agreement, attached hereto as Exhibit “A,” and all related documents thereto, on behalf of the City of Hutchins.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Hutchins, Texas, this the 9th day of December 2024.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT "A"
AIA Document B104-2017 Agreement

AIA® Document B101® - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of date noted on the signature page.

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

City of Hutchins
321 North Main Street
P. O. Box 500
Hutchins, TX 75144

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

Brandstetter Carroll Inc.
2360 Chauvin Drive
Lexington, KY 40517

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

City of Hutchins New Recreation Center and Library
Hutchins, Texas 75141

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.

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

The Owner and Architect agree as follows.

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- 11 COMPENSATION
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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.”)

Professional design services for a Recreation Center and Library Facility. Total Square footage under roof is approximately 37,250 square feet on approximately 5 acres.

§ 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.)

Based on Conceptual Design Program:
Recreation Center: 26,630 square feet
Library: 6,000 square feet
Transformation Place: 1,290 square feet
Administration and Operations: 1,890 square feet
Lobby: 1,400 square feet

*All areas are approximate.

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§ 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.)

A one-story facility of approximately 37,250 square feet. Owner will provide site survey, address, and geotechnical report.

§ 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.)

Anticipated construction budget is an amount not to exceed twenty-four million dollars (\$24,000,000)

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

- .1 Design phase milestone dates, if any:

<< >>

- .2 Construction commencement date:

<< >>

- .3 Substantial Completion date or dates:

<< >>

- .4 Other milestone dates:

<< >>

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design – Bid- Build

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed

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E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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

Mr. James Quin – City Administrator
321 North Main Street
P. O. Box 500
Hutchins, TX 75144

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

« »

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

« »« »
« »
« »
« »
« »

.2 Civil Engineer:

« »« »
« »
« »
« »
« »

.3 Other, if any:

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

« »

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mary Ann A. Mitchell, AIA – Managing Principal
Brandstetter Carroll, Inc.
17304 Preston Rd,
Suite 1075
Dallas, Texas 75252

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

RLG
12001 N. Central Expressway, Suite 300
Dallas, Texas 75243

.2 Mechanical Engineer:

MD Engineering
Texas Registered Engineering Firm F-7489
1255 W 15th Street, Suite 300
Plano, Texas 75075

.3 Electrical Engineer:

MD Engineering
Texas Registered Engineering Firm F-7489
1255 W 15th Street, Suite 300
Plano, Texas 75075

§ 1.1.11.2 Consultants retained under Supplemental Services:

<< >>

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

<< >>

§ 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 written protocols governing the transmission and use of, and reliance on, 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 written 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.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

General Liability
Commercial General Liability - Each occurrence \$2,000,000 Limit Medical Expense (any one person) \$10,000 limit
General Aggregate \$2,000,000

Products - Comp/OP Aggregate \$2,000,000
Excess/Umbrella Liability- Each occurrence \$5,000,000. Aggregate \$5,000,000

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

Liability - Bodily Injury \$1,000,000; Property Damage \$500,000 No Fault \$10,000
\$250 Deductible Comprehensive
\$500 Deductible Collision Emergency Road Service
Car Rental & Travel Expense \$25 per day, \$600 maximum Uninsured Motor Vehicle -
Bodily Injury \$250,000/\$500,000 Underinsured Motor Vehicle - Bodily Injury
\$250,000/\$500,000

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

§ 2.5.4 Workers' Compensation at statutory limits.

Bodily Injury by Accident \$500,000 each accident Bodily Injury by
Disease \$500,000 each employee Bodily Injury by Disease \$500,000

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Policy Limit

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

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

Professional Liability-Each Claim \$1,000,000; Aggregate \$2,000,000

§ 2.5.7 Additional Insured Obligations. All policies of insurance shall be endorsed and contain the following provisions: (1) name the Owner, its officers, and employees as additional insureds as to all applicable coverage with the exception of Worker’s Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the Owner for cancellation of the insurance; (3) provide for a waiver of subrogation against the Owner for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. Architect shall provide written notice to the Owner of any material change of or to the insurance required herein.

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

§ 2.5.9 All insurance companies providing the require insurance shall be authorized to transact business in Texas and rated at lease “A” by AM Best or other equivalent rating service.

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

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

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

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

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

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

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

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

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the

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requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

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

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

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

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

§ 3.3 Design Development Phase Services

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

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

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

§ 3.4 Construction Documents Phase Services

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

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

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction. (General

Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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

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

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

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

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

shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

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

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

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

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Architect shall provide written notice of any changes in the Work authorized herein to the Owner. 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 and make available to Owner upon request.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.27 Historic preservation	N/P
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/P
§ 4.1.1.29 Other services provided by specialty Consultants	N/P
§ 4.1.1.30 Other Supplemental Services	N/P

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below. *(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)*



§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below. *(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*



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

§ 4.2 Architect’s Additional Services

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

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect’s notice, the

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Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

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

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

- .1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.
- .2 Forty (40) visits to the site by the Architect during construction
- .3 Five (5) 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 Five (5) 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 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 establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Non-Binding Mediation

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

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

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The non-binding 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 non-binding 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 in Dallas County, Texas.
- Other: *(Specify)*

« »

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

§ 8.3 [Intentionally 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. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees: *(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

- .1 Termination Fee:
Ten percent (10%) of total fee
- .2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:
Ten percent (10%) of total fee

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

§ 10.10 Betterment. If a required item for the Project is omitted from the design documents prepared by the Architect, the Architect will not be responsible for paying the cost required to add such item, to the extent that such item or component would have been included or required in the original Contract documents for the Project, except to the extent there are additional costs associated with including the item and/or component at the later time. The Architect will not be responsible for any of the cost or expense related to upgrades or enhancements to the Project added at the Owner's discretion.

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

«The total fee for this project is \$1,920,000 based upon a construction budget of \$24,000,000. If the owner agrees to increase the construction costs by more than 5%, the fee shall be raised on a pro-rata basis. »

- .2 Percentage Basis
(Insert percentage value)

User Notes:

.3 Other
(Describe the method of compensation)

« »

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

« »

§ 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.)

« »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

« »

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

Schematic Design Phase	Ten percent	15 (%)
Design Development Phase	Twenty percent	20 (%)
Construction Documents Phase	Forty percent	40 (ten%)
Procurement Phase	Five percent	5 (%)
Construction Phase	Twenty percent	20 (%)
Total Basic Compensation	One hundred percent	100 (%)

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

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

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

Employee or Category	Rate
Principal	\$250.00
Senior Registered Architect	\$250.00
Senior Registered Landscape Architect	\$200.00
Senior Professional Engineer	\$250.00
Registered Architect	\$175.00
Landscape Architect	\$200.00
City Planner	\$110.00
Resident Inspector	\$110.00

User Notes:

Engineer-in-Training	\$100.00
Intern Architect	\$80.00
Intern Landscape Architect	\$75.00
Engineering Designer	\$80.00
Auto CAD/GIS Operator	\$65.00
Drafter	\$60.00
Clerical	\$50.00

§ 11.8 Compensation for Reimbursable Expenses

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent (10 %) of the expenses incurred.

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

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

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

« » % « »

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 **Laws and Ordinances.** The Contractor shall always and in all respects, observe and comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project and Work. The Architect shall further ensure that all subcontractors observe and comply with said laws, ordinances, and regulations.

§ 12.2 **Governing Law.** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the state courts of Dallas County, Texas.

§ 12.3 **Amendments.** This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the Owner to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the Owner from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising because of such nonperformance or nonconforming work.

§ 12.4 **Notices.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Owner: City Manager
City of Hutchins, Texas
321 N. Main Street
Hutchins, Texas 75201

With a copy to: Joe Gorfida, Jr., City Attorney
Nichols | Jackson, LLP 1800 Ross Tower
500 N. Akard St
Dallas, Texas 75201

or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

§ 12.5 **Immunities; Defenses.** Nothing in this Contract shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the Owner may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

§12.6 **No Rights In Third Parties.** The indemnification provisions of this Contract and the rights and remedies afforded herein are solely for the benefit of the parties to this Contract. Nothing in this Contract is intended nor shall be construed to grant, create or confer any right, benefit, interest or cause of action in any person not a party to this Contract, or to the public in general.

§ 12.7 **Entire Agreement; Modifications, Conflicts.** This Contract supersedes all prior agreements, written or oral, between Architect and Owner and shall constitute the entire

Agreement and understanding between the parties with respect to the subject matter hereof. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Owner and Architect. If there is a conflict between this Contract and the Contract Documents, then the provision which provides the greatest benefit to Owner shall govern.

§ 12.8 **Captions.** The captions of paragraphs in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

§ 12.9 **Waivers.** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 12.10 **Enforcement.** It is acknowledged and agreed that Architect's services to Owner are unique, which gives Architect a peculiar value to Owner and for the loss of which Owner cannot be reasonably or adequately compensated in damages; accordingly, Architect acknowledges and agrees that a breach by Architect of the provisions hereof will cause Owner irreparable injury and damage. Architect, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Contract, but only if Owner is not in material breach of this Contract.

§ 12.11 **Independent Contractor.** Architect recognizes that it is engaged as an independent contractor and acknowledges that Owner will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Architect, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of Owner, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Architect hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

§ 12.14 **Financial Interest Prohibited.** Architect covenants and represents that Architect, its officers, employees, agents, engineers, consultants, contractors, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

§ 12.12 **Time is of the Essence.** Architect understands and agrees that time is of the essence.

§ 12.13 **Disclosure; Reporting.** Architect shall comply with the disclosure and reporting requirements in Local Government Code Chapters 171 and 176, and Texas Government Code Sec. 2252.908. Pursuant to Sec. 2252.908, Architect shall submit a disclosure of interested parties to the Owner at the time the executed Agreement is presented to the Owner. The disclosure must be made on the form prescribed by the Texas Ethics Commission and the Owner is required to submit a copy of the disclosure statement to the Texas Ethics Commission not later than the 30th day after the disclosure is received by the Owner.

§ 12.14 **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

§ 12.15 **INDEMNIFICATION. OWNER SHALL NOT BE LIABLE FOR ANY LOSS,**

DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE ARCHITECT PURSUANT TO THIS AGREEMENT. ARCHITECT HEREBY WAIVES ALL CLAIMS AGAINST OWNER, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "OWNER") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF OWNER OR BREACH OF OWNER'S OBLIGATIONS HEREUNDER. ARCHITECT AGREES TO INDEMNIFY AND SAVE HARMLESS OWNER FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE ARCHITECT'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF ARCHITECT, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE OWNER, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY OWNER ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO ARCHITECT AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION.) THE ARCHITECT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY ARCHITECT UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

§ 12.16 Prohibitions.

§ 12.16.1 Prohibition of Boycott Israel. The Architect verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

§ 12.16.2 Iran, Sudan, and Foreign Terrorist Organizations. The Architect represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes the Architect and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Architect understands "affiliate" to mean any entity that controls, is controlled by, or is under common

control with the Architect and exists to make a profit.

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

§ 12.16.4 Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations. Architect verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Architect has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract. However, this prohibition does not apply: (i) if Architect is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »


[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 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)	DATE	ARCHITECT (Signature)	DATE
« »« »		Benjamin Brandstetter, President	12/3/2024
(Printed name and title)		(Printed name, title, and license number, if required)	



STAFF REPORT

MEETING DATE: December 9, 2024

MEETING TYPE: City Council

SUBMITTED BY: Maria Joyner

AGENDA CAPTION: DISCUSS AND CONSIDER RESOLUTION R2024-12-1228 OF THE CITY OF HUTCHINS, TEXAS, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT. Presented By: Maria Joyner, Director of Finance

Background Information

Attached is a proposed reimbursement resolution for your consideration. The purpose of a reimbursement resolution is to allow for advanced moneys used for the acquisition of land and other project related expenditures incurred prior to the closing of any (tax-free) financing to be reimbursed from the financing proceeds. The **“not to exceed”** figures in the resolution **act as a safe harbor number for the purpose of these resolutions only and to allow any project to go forward when needed rather than awaiting the closing of the financing.**

Budget Implications

Operational Impact

Legal Review

The Resolution was prepared by Bond Counsel, West & Associates, LLP.

Staff Recommendation

Staff recommend Council approve Resolution R2024-12-1228 which would permit the reimbursement from the proceeds of tax-exempt debt proceeds.

Supporting Documentation and Attachments

Resolution R2024-12-1228

**CITY OF HUTCHINS, TEXAS
RESOLUTION NO. R2024-12-1228**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS,
TEXAS DECLARING EXPECTATION TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF FUTURE DEBT.**

WHEREAS, the City Council of the City of Hutchins (the “City”) desires to finance the costs of acquiring, constructing, reconstruction and/or equipping certain public facilities and improvements, as provided in Exhibit A attached hereto and incorporated herein (the “Project”);

WHEREAS, the City intends to finance the acquisition, construction, reconstruction and/or equipping of the Project or portions of the Project with the proceeds of the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the “Obligations”); and

WHEREAS, prior to the issuance of the Obligations the City desires to incur certain capital expenditures (the “Expenditures”) with respect to the Project from available moneys of the City;

WHEREAS, the City Council has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the City for the Expenditures from the proceeds of the Obligations; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUTCHINS DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. The City hereby states its intention and reasonably expects to reimburse costs of the Project incurred prior to the issuance of the Obligations with proceeds of the Obligations. Exhibit A describes the general character, type, purpose, and function of the Project.

SECTION 2. The reasonably expected maximum principal amount of the Obligations is \$28,000,000.

SECTION 3. This resolution is being adopted no later than 60 days after the date on which the City will expend moneys for the portion of the Project costs to be reimbursed from proceeds of the Obligations.

SECTION 4. The City will make a reimbursement allocation, which is a written allocation that evidences the City's use of proceeds of the Obligations to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid.

SECTION 5. Proceeds of the Obligations to be used to reimburse for Project costs are not expected to be used, within one year of reimbursement, directly or indirectly to pay debt service with respect to any obligation (other than to pay current debt service coming due within the next

succeeding one year period on any tax-exempt obligation of the City (other than the Obligations)) or to be held as a reasonably required reserve or replacement fund with respect to an obligation of the City or any entity related in any manner to the City, or to reimburse any expenditure that was originally paid with the proceeds of any obligation, or to replace funds that are or will be used in such manner.

SECTION 6. This resolution is adopted as official action of the City in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of City expenditures incurred prior to the date of issue of the Obligations.

SECTION 7. All the recitals in this Resolution are true and correct and this City Council so finds, determines and represents.

PASSED AND APPROVED this the 9th day of December 2024.

CITY OF HUTCHINS, TEXAS

Mario Vasquez, Mayor

ATTEST:

Cynthia Olguin, City Secretary

EXHIBIT A

The City of Hutchins plans to construct a 37,250 square foot Recreation Center and Library that will offer a wide range of recreational and educational opportunities for residents of all ages. The total cost is expected to be \$28,000,000, including \$24,000,000 for the Recreation Center and Library Building and \$4,000,000 for architectural fees, furniture, fixtures, equipment and other costs associated therewith.



STAFF REPORT

MEETING DATE:	December 9th , 2024
MEETING TYPE:	City Council
SUBMITTED BY:	Wanda Randle
AGENDA CAPTION:	Discuss and consider mosaic art selection for New City Hall Wall A. Event Center North, Wall B. Event Center West, and Wall C1 & C2 South Entry. Presented by: Wanda Randle

Background Information

On October 7th, 2024, City Council approved the execution of an agreement with Turning Art to source local graphic designers & artists to develop concepts & designs for consideration and selection in Public Places category for the selection for New City Hall Wall A. Event Center North, Wall B. Event Center West, and Wall C1 & C2 South Entry. On Nove 18th 2024, Patricia Rodriques, JD Moore and J. Muzacz the selected artist rendered concepts for the council to discuss and consider. The City Council requested revision and those revision are being presented for final approval.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

Legal has reviewed and executed contract.

Staff Recommendation

Staff recommend moving forward with art that will enhance the public experience at the new City Hall and to solidify Hutchins' identity through artistic expression

Supporting Documentation and Attachments



STAFF REPORT

MEETING DATE: December 9, 2024

MEETING TYPE: City Council

SUBMITTED BY: Cynthia Olguin

AGENDA CAPTION: Discuss and consider appointments to the Planning and Zoning Commission. Presented by Cynthia Olguin.

Background Information

We have recently been informed that Planning and Zoning Commissioner Marie Harris is temporarily unable to fulfill her duties, and her timeline for returning is currently unknown. Staff is presenting an application from Mr. Ed Williams, who previously served on the Building and Standards Commission/Board of Adjustment. We recommend that the council consider appointing Mr. Williams as a regular member of the Planning and Zoning Commission for the remainder of the term, which will expire in July 2025.

Staff also recommend appointing Marie Harris as a second alternate member of the Planning and Zoning Commission for the remainder of a term to expire in July 2025.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommends consideration of appointments

Recommended Motion:

I make a motion to appoint Ed Williams as a regular member of the Planning and Zoning Commission for the remainder of a two-year term expiring in 2025.

I make a motion to appoint Maire Harris as an alternate board member of the Planning and Zoning Commission for the remainder of a two-year term expiring in 2025.

Supporting Documentation and Attachments

Ed Williams – Planning and Zoning Commission Application



CITY OF HUTCHINS BOARDS AND COMMISSIONS APPLICATION

Return to: City Secretary, P.O. Box 500, Hutchins, Texas 75141
or email to colguin@cityofhutchins.org.

APPLICANTS MUST HAVE LIVED IN THE CITY LIMITS FOR AT LEAST THE LAST 12 MONTHS AND BE A REGISTERED VOTER IN THE CITY OF HUTCHINS. YOU ARE NOT ELIGIBLE TO APPLY IF YOU DO NOT MEET BOTH OF THOSE REQUIREMENTS.

Board or Commission you wish to serve: Check One (1):

<input type="checkbox"/>	Atwell Public Library Board	<input type="checkbox"/>	Building and Standards Commission
<input type="checkbox"/>	Economic Development Corporation	<input type="checkbox"/>	Historical Society Board
<input type="checkbox"/>	Parks and Recreation Board	<input checked="" type="checkbox"/>	Planning and Zoning Commission
<input type="checkbox"/>	TIRZ – Tax Increment Financing Zone	<input type="checkbox"/>	Zoning Board of Adjustment

Applicant Information:

MR WILLIAMS ED D
(Ms./Mrs./Mr.) (Last Name) (First Name) (MI)

[REDACTED] HUTCHINS 75141
Home Address Zip Code

[REDACTED] [REDACTED] [REDACTED]
Home Phone Number Cell Phone Number Email Address

1. Resident of the City for 14 years. Are you a Qualified Registered Voter? YES NO

2. Do you, your spouse, or your employer have any financial interest (direct or indirect) in the following?
1) In any contract with the City of Hutchins; 2) Regarding the sale of land, materials, supplies, or services to the City of Hutchins; or 3) In matters that might come before the Board/Committees to which you are seeking appointment?
 YES NO If yes, please explain: _____

3. Please list any education, experience or special knowledge that qualifies you to serve: SOME COLLEGE, MILITARY SERVICE, 35 YRS IN CONSTRUCTION BASED BUSINESS

4. List any civic or community activities in which you have been involved. MOVIES IN THE PARK

5. Have you or are you currently serving on another Board or Commission? YES NO
If yes, please list and include approximate dates of service. ZONING BOARD OF ADJUSTMENT

- 6. Are you an existing Board/Commission member desiring to remain on the same board? YES NO
- 7. Have you attended a City Council meeting before? YES NO
- 8. Have you attended a Board or Commission meeting for which you have applied? YES NO
- 9. Do you have knowledge regarding the Board/Commission you are applying to serve? YES NO

PUBLIC INFORMATION NOTICE

Certain information submitted on the Boards and Commission Application is subject to the Texas Information Act and may be disclosed to anyone requesting this information. The act allows a board member of a governmental body to choose whether to allow public access to the information in the custody of the city that relates to the **home address and phone numbers**.


I, Ed D. Williams, applicant for Boards/Commissions for the City of Hutchins, elect to:

ALLOW public access to my home address and telephone number(s).

DO NOT ALLOW public access to my home address and telephone number(s).

All individuals appointed to serve on a board/commission will be required to complete member orientation and one hour of training relative to the Texas Open Meetings Act & Texas Public Information Act.

I have read and understand the instructions and the appointment process. I certify the answers I have provided are true and correct to the best of my knowledge and belief, and I acknowledge that any misrepresentation or omission of fact may result in disqualification from service.

Signature  Date Submitted 12-2-2024

OFFICE USE ONLY

Date Received: _____ Application Verified by: _____ Forwarded to council: _____

Appointed by council: YES NO Date Appointed: _____

Regular Member: Alternate Member: Full Term: Unexpired Term: Term Dates: _____

Oath of Office on file: _____ PIA Training – Date Completed: _____ OMA Training – Date Completed: _____



STAFF REPORT

MEETING DATE: December 9, 2024

MEETING TYPE: City Council Meeting

SUBMITTED BY: Cynthia Olguin, City Secretary

AGENDA CAPTION: Discuss and consider Resolution R2024-12-1229 of the City of Hutchins, Texas approving the 2025 City Council Meeting Schedule. Presented by Cynthia Olguin, City Secretary

Background Information

The council will review and consider any holidays that may conflict with the 2025 city council meeting schedule and adopt, by resolution, alternate meeting dates or cancellation of meetings for 2025.

Budget Implications

N/A

Operational Impact

N/A

Legal Review

N/A

Staff Recommendation

Staff recommends approval.

Supporting Documentation and Attachments

Proposed meeting schedule and Resolution

**CITY OF HUTCHINS
RESOLUTION NO. R 2024-12-1229**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS,
APPROVING THE 2025 CITY COUNCIL MEETING SCHEDULE; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Hutchins, Texas holds its regularly scheduled meetings on the first and third Monday of each month at 6:30 p.m;

WHEREAS, the City Council of the City of Hutchins, Texas will allow for recesses for the calendar year 2025 holidays recognized and observed in accordance with the City of Hutchins' Personnel Manual, and regular city council meetings that conflict with a holiday shall be rescheduled or canceled as set forth in Exhibit A;

WHEREAS, all other regular city council meetings shall be held as regularly scheduled on the first and third Monday of each month; and

WHEREAS, the City Council finds that it is necessary to approve a modified city council meeting schedule for the calendar year 2025.

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

Section 1: The City Council of the City of Hutchins finds it is in the best interest of the city to reschedule or cancel regular city council meetings that conflict with holidays for the calendar year 2025, as shown in Exhibit A.

Section 2: This resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED BY THE HUTCHINS CITY COUNCIL on this 9th day of
December 2024.**

APPROVED:

MARIO VASQUEZ, MAYOR

ATTEST:

CYNTHIA OLGUIN, CITY SECRETARY

**EXHIBIT A
2025 CITY COUNCIL MEETINGS SCHEDULE**

Section G, Item 8.

HOLIDAYS	COUNCIL MEETING DATES	REVISED COUNCIL MEETING DATES
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JANUARY

New Year's Day
January 1, 2025
(Wednesday)

January 6, 2025
(Monday)

Martin Luther King Jr. Day
January 20, 2025
(Monday)

January 20, 2025
(Monday)

January 21, 2025
(Tuesday)

FEBRUARY - No Changes to Meeting Dates

MARCH - No Changes to Meeting Dates

APRIL

April 7, 2025
(Monday)

Good Friday
April 18, 2025
(Friday)

April 21, 2025
(Monday)

MAY

May 5, 2025
(Monday)

CANCEL

May 13, 2024 Canvass Election
(Tuesday)

May 16, 2025 Council Retreat
(Friday)

May 19, 2025
(Monday)

CANCEL

Memorial Day
May 26, 2025
(Monday)

JUNE - No Changes to Meeting Dates

**EXHIBIT A
2025 CITY COUNCIL MEETINGS SCHEDULE**

Section G, Item 8.

HOLIDAYS	COUNCIL MEETING DATES	REVISED COUNCIL MEETING DATES
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JULY

Independence Day
July 4, 2025
(Friday)

July 7, 2025
(Monday)

July 8, 2025
(Tuesday)

July 21, 2025
(Monday)

AUGUST - No Changes to Meeting Dates

SEPTEMBER

Labor Day
September 1, 2025
(Monday)

September 1, 2025
Monday

September 2, 2025
(Tuesday)

September 15, 2025
(Monday)

OCTOBER - No Changes to Meeting Dates

NOVEMBER

November 3, 2025
Monday

November 17, 2025
Monday

CANCEL

Thanksgiving Holiday
November 27 & 28, 2025
(Thursday & Friday)

DECEMBER

December 1, 2025
Monday

CANCEL

December 15, 2025
Monday

Christmas Holiday
December 24-25, 2025
(Wednesday & Thursday)