

**CITY OF FREDERICKSBURG
CITY COUNCIL MEETING**

MONDAY, DECEMBER 7, 2015 ~ 6:00 p.m.

Law Enforcement Center ~ 1601 East Main Street

Linda Langerhans, Mayor
Graham Pearson, Council Member
Jerry Luckenbach, Council Member

Gary Neffendorf, Council Member
Bobby Watson, Council Member
Kent Myers, City Manager

(REQUEST ALL PAGERS AND PHONES BE TURNED OFF, EXCEPT EMERGENCY ON-CALL PERSONNEL)

A G E N D A

CALL TO ORDER.

PLEDGE OF ALLEGIANCE.

Page Ref

1. **MINUTES** - Consider Approving Minutes of October 2015 Meetings. 1-9
2. **ORDINANCES - RESOLUTIONS - ACTION ITEMS**
 - A. Consider Resolution Approving New Appraisal District Building 10-22
 - B. Consider Resolution for Reimbursement for Animal Shelter Architectural Services 23-31
3. **INDIVIDUAL ITEMS FOR CONSIDERATION AND POSSIBLE ACTION**
 - A. Consider Animal Shelter Architectural Services Agreement 32-60
 - B. Consider Report and Discussion on Parks Master Plan 61-64
 - C. Receive Preliminary Report and Recommendations on the Gillespie County Relief Route 65-66
 - D. Consider Approval of Contract for K-2 Well Improvements 67-71
 - E. Consider 2016 City Holidays 72-78
4. **CITY MANAGER'S REPORT**
 - A. Employee Succession Plan
 - B. HOT Funding Schedule
 - C. Employee Recognitions
5. **ITEMS FOR FUTURE AGENDAS**
6. **PUBLIC COMMENTS** This time is for citizens to address the City Council on issues and items of concern not on this agenda. There will be no City Council action at this time.
7. **COUNCIL COMMENTS** - No discussion or action may take place
8. **EXECUTIVE SESSION** - Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).
 - A. Executive Session - Personnel Matters - Golf Course Personnel
 - B. Executive Session - Deliberations About Real Estate - Property Acquisition
9. **ADJOURN**

**STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG**

**REGULAR CITY COUNCIL MEETING
OCTOBER 5, 2015
6:00 PM**

On this the 5th day of October, 2015, the City Council of the CITY OF FREDERICKSBURG convened in regular session at the Law Enforcement Center, with the following members present to constitute a quorum:

LINDA LANGERHANS - MAYOR
JERRY LUCKENBACH - COUNCIL MEMBER
GRAHAM PEARSON - COUNCIL MEMBER
GARY NEFFENDORF - COUNCIL MEMBER

ABSENT: BOBBY WATSON - COUNCIL MEMBER

ALSO PRESENT: KENT MYERS - CITY MANAGER
SHELLEY BRITTON - CITY SECRETARY
PAT McGOWAN - CITY ATTORNEY
CLINTON BAILEY - D.P.W.U.
BRIAN JORDAN -
LAURA HOLLENBEAK - DIR OF FINANCE
RUSSELL IMMEL - IT MANAGER
STEVE WETZ - POLICE CHIEF

The meeting was called to order at 6:00 PM., followed by the Pledge of Allegiance.

RESOLUTION AUTHORIZING LEASE PURCHASE FINANCING FOR ACQUISITION OF EQUIPMENT – It was moved by Council Member Pearson, seconded by Council Member Luckenbach, to adopt the Resolution Authorizing the Lease Purchase Financing for the Acquisition of Equipment as presented. The vote was as follows: AYE: Langerhans, Neffendorf, Pearson, and Luckenbach. Nay: None. Motion carried.

**RESOLUTION
DECLARATION OF OFFICIAL INTENT RESOLUTION**

Lessee: City of Fredericksburg
Principal Amount Expected To Be Financed: \$827,709.00

WHEREAS, the above Lessee is a political subdivision of the State in which Lessee is located (the "State") and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without

limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease-purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above ("Principal Amount") for the purpose of acquiring the property generally described below ("Property") and to be described more specifically in the Equipment Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description of Property: Dump Truck and Bobcat for the Street Department
Leaf Loader and Side Load Garbage Truck for the Solid Waste Department
Four (4) Heart Monitors and an Ambulance Remount for the EMS

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Equipment Leases ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

SECTION 1. Either one of the City Manager OR the Director of Finance (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

SECTION 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the Lessee.

SECTION 3. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the Lessee as set forth therein.

SECTION 4. The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the Lessee's obligations under the Equipment Leases shall not constitute a general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

SECTION 5. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

SECTION 6. As to each Equipment Lease, Lessee hereby designates each Equipment Lease as a "qualified tax-exempt obligation" for the purposes of and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code") and Lessee reasonably anticipates that the total amount of Section 265 Tax-Exempt Obligations to be issued during the current calendar year by Lessee, or by an entity controlled by Lessee or by another entity the proceeds of which are loaned to or allocated to Lessee for purposes of Section 265(b) of the Code will not exceed \$10,000,000. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code.

SECTION 7. This Resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this October 5, 2015.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

Signature of Secretary/Clerk of Lessee
Print Name: Shelley Britton
Official Title: City Secretary
Date: October 5, 2015

CONTRACT FOR UPPER PRESSURE PLANE PIPELINE CONSTRUCTION – It was moved by Council Member Pearson, seconded by Council Member Luckenbach, to award the Contract for the Upper Pressure Plane Pipeline Project to Skyblue Utilities in the amount of \$453,681.62 as presented. The vote was as follows: AYE: Langerhans, Neffendorf, Pearson, and Luckenbach. Nay: None. Motion carried.

REPORT ON ARUNDO DONAX – Council received an update on the Arundo Donax project.

CITY MANAGER'S REPORT – City Manager Kent Myers reported on (1) Fire Chief Recruitment, (2) RFP Response – Golf Course Grill, (3) City Council Retreat, (4) City Council/CVB Board Meeting and (5) Employee Recognitions

PUBLIC COMMENTS – Mo Saiide thanked Council for all their work on the budget.

COUNCIL COMMENTS – Graham Pearson reported on various meetings attended.

EXECUTIVE SESSION - It was moved by Council Member Luckenbach, seconded by Council Member Neffendorf, to recess the regular session and go into Executive Session at 7:00 PM. All voted in favor and the motion carried. At 7:38 PM, it was moved by Council Member Luckenbach, seconded by Council Member Pearson, to adjourn the Executive Session and reconvene the regular session. All voted in favor and the motion carried.

The following items were discussed in Executive Session:

CONSULTATION WITH ATTORNEY RE CHARTER AMENDMENT - No action was taken.

PROPOSED TERMS OF ECONOMIC DEVELOPMENT AGREEMENT FOR UFER STREET HOTEL PROJECT – No action taken.

With no further discussion, Council Member Pearson made a motion to adjourn the meeting at 7:38 PM. Council Member Neffendorf seconded the motion. Motion carried.

PASSED AND APPROVED this the 7th day of December, 2015.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR

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STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG

SPECIAL CITY COUNCIL MEETING
OCTOBER 14, 2015
11:30 AM

On this the 14th day of October, 2015, the City Council of the CITY OF FREDERICKSBURG convened in special session at City Hall, with the following members present to constitute a quorum:

GRAHAM PEARSON - COUNCIL MEMBER
BOBBY WATSON - COUNCIL MEMBER
JERRY LUCKENBACH - COUNCIL MEMBER
GARY NEFFENDORF - COUNCIL MEMBER

ABSENT: LINDA LANGERHANS – MAYOR

ALSO PRESENT: KENT MYERS - CITY MANAGER
SHELLEY BRITTON – CITY SECRETARY

INSTITUTION OF ANNEXATION PROCEEDINGS OF APPROXIMATELY 18.156 ACRES OUT OF THE WILLIAM H. ANDERSON SURVEY NO 197, ABSTRACT NO. 2, OTHERWISE KNOWN AS STONE RIDGE UNIT 9 – It was moved by Council Member Watson, seconded by Council Member Luckenbach, to approve the Institution of Annexation Proceedings of Approximately 18.156 Acres out of the William H. Anderson Survey No 197, Abstract No. 2, otherwise known as Stone Ridge Unit 9. All voted in favor and the motion carried.

With no further discussion, Council Member Pearson made a motion to adjourn the meeting at 11:38 AM. Council Member Neffendorf seconded the motion. Motion carried.

PASSED AND APPROVED this the 7th day of December, 2015.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR

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STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG

REGULAR CITY COUNCIL MEETING
OCTOBER 19, 2015
7:00 PM

On this the 19th day of October, 2015, the City Council of the CITY OF FREDERICKSBURG convened in regular session at the Law Enforcement Center, with the following members present to constitute a quorum:

LINDA LANGERHANS - MAYOR
BOBBY WATSON - COUNCIL MEMBER
GARY NEFFENDORF - COUNCIL MEMBER
GRAHAM PEARSON - COUNCIL MEMBER
JERRY LUCKENBACH - COUNCIL MEMBER

ABSENT: NONE

ALSO PRESENT: KENT MYERS - CITY MANAGER
SHELLEY BRITTON - CITY SECRETARY
LAURA HOLLENBEAK - DIR OF FINANCE
PAT McGOWAN - CITY ATTORNEY
CLINTON BAILEY - D.P.W.U.
BRIAN JORDAN - DIR OF DEVELOPMENT SERVICES
BRIAN HALEY - LIEUTENANT

The meeting was convened at 7:00 PM following the Pledge of Allegiance.

PUBLIC HEARING ON Z-1516 FOR A CONDITIONAL USE PERMIT ON THE STANDARDIZED BUSINESS (Spice & Tea Exchange) IN THE HISTORIC DISTRICT OVERLAY AT 401 E. MAIN STREET – It was moved by Council Member Luckenbach, seconded by Council Member Watson, to recess the regular session and open the public hearing on Z-1516 for a Conditional Use Permit on the Standardized Business (Spice & Tea Exchange) in the Historic District Overlay at 401 E Main Street. All voted in favor and the motion carried.

Comments were received by Joel Marshall, Stewart Behrends, Daryl Whitworth, and Judy Vordenbaum.

It was moved by Council Member Luckenbach, seconded by Council Member Watson, to adjourn the public hearing and reconvene the regular session. All voted in favor and the motion carried.

RECOMMENDATION RE: Z-1516 – Based on the recommendation of the Planning & Zoning Commission and staff, it was moved by Council Member Neffendorf, seconded by Council Member Pearson, to deny Z-1516 for a Conditional Use Permit on the Standardized Business (Spice & Tea Exchange) in the Historic District Overlay at 401 E Main Street. The vote was as follows: Aye: Neffendorf, Luckenbach, Watson, and Pearson. NAY: Langerhans. Motion carried.

EXTENSION OF SIDEWALK CONTRACT WITH HAZELETT CONSTRUCTION – It was moved by Council Member Luckenbach, seconded by Council Member Pearson, to approve the extension of the sidewalk contract with Hazelett Construction through September 30, 2016. The

vote was as follows: Aye: Langerhans, Neffendorf, Luckenbach, Watson, and Pearson. NAY: None. Motion carried.

COMMUNICATIONS PLAN – Communications Manager Juli Bahlinger presented the plan formalized by the Communications Committee for the 2015-2016 Fiscal Year.

CITY MANAGER'S REPORT - City Manager's Report included (1) Golf Course Grill, (2) Fire Chief Interview Process, (3) City Council Retreat, (4) City Council/CVB Board Meeting, and (5) AACOG Regional Transportation Meeting.

PUBLIC COMMENTS – Tom Musselman commented on Formula Businesses.

COUNCIL COMMENTS – Council Members commented on various board meetings attended.

EXECUTIVE SESSION - It was moved by Council Member Luckenbach, seconded by Council Member Neffendorf, to recess the regular session and go into Executive Session at 8:30 PM. All voted in favor and the motion carried. At 9:24 PM, it was moved by Council Member Luckenbach, seconded by Council Member Watson, to adjourn the Executive Session and reconvene the regular session. All voted in favor and the motion carried.

The following items were discussed in Executive Session:

REAL ESTATE – DISCUSS ADDITIONAL POTENTIAL SITES FOR VARIOUS CITY OFFICES - No action was taken.

With no further discussion, Council Member Watson made a motion to adjourn the meeting at 9:25 PM. Council Member Neffendorf seconded the motion. Motion carried.

PASSED AND APPROVED this the 7th day of December, 2015.

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STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG

SPECIAL CITY COUNCIL MEETING
OCTOBER 21, 2015
9:30 AM

On this the 21st day of October, 2015, the City Council of the CITY OF FREDERICKSBURG convened in special session at the Hill Country University Center, with the following members present to constitute a quorum:

LINDA LANGERHANS - MAYOR
GRAHAM PEARSON - COUNCIL MEMBER

GARY NEFFENDORF - COUNCIL MEMBER
BOBBY WATSON - COUNCIL MEMBER
JERRY LUCKENBACH - COUNCIL MEMBER (arrived at 11:00 am)

ABSENT: NONE

ALSO PRESENT: KENT MYERS - CITY MANAGER
CLINTON BAILEY - D.P.W.U.

REGIONAL TRANSPORTATION PLANNING WORKSHOP – Council attended a workshop of the Alamo Regional Rural Planning Organization (ARRPO). No action was taken.

PASSED AND APPROVED this the 7th day of December, 2015.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR

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**STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG**

**CITY COUNCIL RETREAT
OCTOBER 22, 2015
8:30 AM**

On this the 22nd day of October, the City Council of the CITY OF FREDERICKSBURG convened in special session at the Hill Country University Center, with the following members present to constitute a quorum:

LINDA LANGERHANS - MAYOR
GARY NEFFENDORF - COUNCIL MEMBER
GRAHAM PEARSON - COUNCIL MEMBER
BOBBY WATSON - COUNCIL MEMBER
JERRY LUCKENBACH - COUNCIL MEMBER

ABSENT: NONE

ALSO PRESENT: KENT MYERS - CITY MANAGER

CITY COUNCIL RETREAT – Council held a quarterly retreat to discuss a variety of issues, including: (1) Report and Discussion on Large Single Family Structures, (2) Report and Discussion on City Noise Regulations, (3) Report and Discussion on Costs for City Support of Special Events and Possible New Event Fees, (4) Discussion on Plans for Financing and Construction of New Animal Shelter, and (5) Process for Requesting, Approving and Reporting on Use of HOT Funds. (The final topic was postponed until the November 2nd 2015 City Council meeting due to lack of time.)

With no further discussion, Council Member Watson made a motion to adjourn the meeting at 9:25 AM. Council Member Neffendorf seconded the motion. Motion carried.

PASSED AND APPROVED this the 7th day of December, 2015.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR

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**STATE OF TEXAS
COUNTY OF GILLESPIE
CITY OF FREDERICKSBURG**

**SPECIAL CITY COUNCIL MEETING
OCTOBER 27, 2015
5:15 PM**

On this the 27th day of October, 2015, the City Council of the CITY OF FREDERICKSBURG convened in special session at the Hill Country University Center, with the following members present to constitute a quorum:

GARY NEFFENDORF - COUNCIL MEMBER
GRAHAM PEARSON - COUNCIL MEMBER
BOBBY WATSON - COUNCIL MEMBER
JERRY LUCKENBACH - COUNCIL MEMBER

ABSENT: LINDA LANGERHANS - MAYOR

ALSO PRESENT: KENT MYERS - CITY MANAGER

**WORKSHOP WITH FCVB BOARD TO DISCUSS CONFERENCE CENTER
FEASIBILITY STUDY** – Council attended a workshop with the FCVB Board to discuss the Conference Center Feasibility Study; no action was taken.

PASSED AND APPROVED this the 7th day of December, 2015.

SHELLEY BRITTON, CITY SECRETARY

LINDA LANGERHANS, MAYOR



CITY COUNCIL MEMO

DATE: November 30, 2015
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: Resolution-Proposed New Appraisal District Building

Summary:

The Gillespie County Appraisal District has submitted a proposal for building their new offices on Wellness Court off of Windcrest Drive. They are required to get approval from the taxing jurisdictions within the County for any real estate acquisition.

Recommendation:

It is recommended that the attached resolution be considered so that the Appraisal District can determine whether they can proceed with their new offices .

Background / Analysis:

Recently the Appraisal District has assumed the responsibility for collection of property taxes within the County along with their on-going responsibility to appraise all property in the County. This has resulted in an increase in their staffing and a need for new offices. For the past two years, the Appraisal District has been attempting to purchase property and develop their offices. They have reviewed a number of different sites as listed in Exhibit 2 of the attached letter.

As explained in the attached letter, the site that they now propose for their new offices is on Wellness Court which is immediately north of Windcrest Drive. They solicited proposals for their new building as

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The City of Fredericksburg

shown in the attached information. They only received one proposal with a total cost of \$1,577,000 including all property and construction expenses. They are proposing to finance this expense with a 20-year mortgage loan with a five-year adjustable rate. They have sufficient funds in this year's budget to cover the first year's mortgage. However, this mortgage will require a 20% down payment and they do not have sufficient reserves to cover this down payment. Therefore, acceptance of this proposal will require that our budget be amended to include an additional \$11,390.84 from the City as shown in their letter.

Representatives from the Appraisal District and the builder will be present at Monday's Council meeting to respond to any questions. Approval of at least four of the five taxing jurisdictions is required in order for this project to proceed.

Attachments:

Resolutions of Support

Letter from Appraisal District with Two Exhibits

Building Request for Proposals


Department Approval


City Manager Approval

The City of Fredericksburg



GILLESPIE CENTRAL APPRAISAL DISTRICT

101 W. Main, #11
Gillespie County Courthouse
Fredericksburg, TX 78624
Phone (830) 997-9807
Fax (830) 990-0860

November 30, 2015

Mr. Kent Myers
City Manager
City of Fredericksburg
126 West Main Street
Fredericksburg, TX 78624

Dear Mr. Myers,

At a meeting on November 17, 2015, The Gillespie Central Appraisal District (GCAD) Board of Directors approved entering into an agreement to purchase a build-to-suit office property. The Board publicly advertised for proposals for office space in October to lease or purchase and received one proposal. Based on the taxing entities requesting that GCAD undertake the tax collection functions as well as the increasing appraisal functions within Gillespie County, GCAD needs to move from its current location to a more secure and functional space. It is respectfully represented to the entities participating in GCAD that this proposed build-to suit "turnkey" property is the most efficient and convenient alternative to remaining in the current location in the basement of the County Courthouse.

Collection of property taxes was transferred to GCAD in July of 2015. The existing office was reconfigured to add three employees. This configuration has been undesirable, but made to work in the slower, offseason of collection and appraisal. It does not function adequately during the busy collection or appraisal seasons.

Currently GCAD has a proposal for a building and the District would purchase the property (land and building) upon completion of the building. The legal description for the land is lot 3AR2 in the Windcrest Medical Subdivision. The property is located at the northwest corner of West Windcrest Drive and Wellness Court. The proposal was submitted by C2 FBG, LLC, the owner of the lot. The price of the project will be \$1,577,700. Further details of the proposal are located in Exhibit A.

Pursuant to §6.051 of the Texas Property Tax Code, the GCAD Board of Directors is authorized to purchase real property; however, the acquisition of real estate must be approved by the governing bodies of at least three-fourths of the taxing units entitled to vote on the appointment of board members. The purpose of this letter is to notify each constituent taxing unit that the Appraisal District Board of Directors has proposed to purchase the described land.

The Board would represent to each taxing unit that this purchase is in the best interest of all the taxpayers and taxing entities in Gillespie County. GCAD needs the additional space to undertake the collection function, continue the appraisal function, and to better serve the citizens of Gillespie, and to do this it must acquire functional space.

As required by law, GCAD considered a number of other alternatives. The properties are listed on the attached Exhibit B. This proposal is the only one being submitted to the taxing units for approval; there are no alternative proposals at this time.

Again, the offer to purchase is contingent upon the approval of three-fourths of the taxing entities entitled to vote on the appointment of board members. In pertinent part, §6.051 of the Property Tax Code provides as follows:

“On or before the 30th day after the date the presiding officer receives notice of the proposal, the governing body of a taxing unit by resolution may approve or disprove the proposal. If a governing body fails to act on or before that 30th day or fails to file its resolution with the chief appraiser on or before the 10th day after the 30th day, the proposal is treated as if it were disapproved by the governing body.”

The Board of Directors of GCAD would therefore respectfully request that each taxing unit consider and approve this proposal as soon as possible. We do believe it is in the best interest of our community. A proposed agenda item is attached as Exhibit C, and a sample approval resolution is attached for your convenience as Exhibit D.

The appraisal district intends to finance the property through a twenty year mortgage and make monthly payments through its annual budget. Estimated payments from a current financing proposal with a five year adjustable rate are \$6,760.27 per month or \$81,123.24 annually. Estimated payments with a 20-year fixed rate are \$7,894.47 per month or \$94,733.64 annually. The district has \$87,120 budgeted for mortgage expense in its 2016 budget. Utilizing the twenty year mortgage with a five year adjustable rate, these numbers fit within the current 2016 budget.

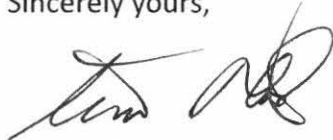
A twenty year loan will require a 20 percent down payment. This equates to a \$317,920 down payment. The district will have half of the down payment available through its reserves and other funds. The remaining down payment will need to come from a budget amendment to the entities. This down payment assessment will be due before the district closes on the property in mid-October 2016. The one time down payment assessment based on the 2015 budget percentages are as follows:

<u>Entity</u>	<u>Down Payment</u>
City of Fredericksburg	\$ 11,390.84
Doss CCSD	\$ 950.36
Fredericksburg ISD	\$ 96,757.41
Gillespie County	\$ 38,727.98
Gillespie WCID	\$ 21.21
Harper ISD	\$ 9,966.29
Hill Country UWCD	\$ 901.50
Stonewall WCD	\$ 244.41
Total for one-half down payment	\$ 158,960.00

Deputy Chief Appraiser Scott Fair and/or a GCAD Board member request to be present at your entity meeting, in order to answer any questions. Please notify Scott of the date and time of your meeting. We invite you to contact us if you or any members of your taxing unit would like to inspect the proposal or the property location.

Thank you for your consideration, and please do not hesitate to contact Deputy Chief Appraiser Scott Fair if any questions arise.

Sincerely yours,



Tim Dooley
Chairman, Board of Directors
Gillespie Central Appraisal District

EXHIBIT A

Proposal Summary

Summary:	C2 FBG, LLC proposes to construct a building on a lot in Fredericksburg and sell the building and land to Gillespie Central Appraisal District.
Location:	Wellness Court off of West Windcrest Drive in Fredericksburg, Texas
Legal Description:	Tract 3AR2, Resubdivision of Tract 3AR, Windcrest Medical Addition, being a 0.83 acre tract of part of Tract 3AR, Windcrest Medical Addition, Fredericksburg, Texas. A plat of this lot is attached.
Building:	The structure is an approximately 6,100 square feet, modestly designed and constructed office building. The building plans are the plans GCAD had drawn for the Tivydale project, modified for this location. The plans call for 12 offices, a reception area for appraisal, tax collection area with office and workroom, conference/boardroom, file storage, workroom, and breakroom. The configuration allows for future growth of GCAD. The property includes 34 parking places with an additional 2 spaces for handicap parking. Copies of the lot and current plan are attached.
Cost:	The contract price is \$1,577,700. The price will be stated in the contract and will not be subject to increases.
Construction Time:	If the project is approved by the entities, C2 FBG, LLC is prepared to start construction in January of 2016. The anticipated time for construction is 210 calendar days. If construction started in January then it is plausible to be residing in the building when 2016 tax bill are mailed.

BEING SITUATED IN THE CITY OF FREDERICKSBURG, GILLESPIE COUNTY, TEXAS,
AND BEING ALL OF TRACT 3AR, WINDCREST MEDICAL ADDITION, RESUBDIVISION
PLAT FOUND OF RECORD IN VOLUME 4, PAGE 142 OF THE PLAT RECORDS OF
GILLESPIE COUNTY, TEXAS.

REMAINDER OF "SECOND TRACT"
VOL. 31B, PG. 170-172 R.P.R.

TRACT 388
WINGCREST MEDICAL ADDITION
VOL. 4, PG. 142 P.R.

TRACT 3249
HYPOCRIST MEDICAL ADDITION
VER. 4, PG. 142 P.M.
(BREM & 244 ADP ORANGE
EASING AND DELATION AREA
DEDICATED FOR PUBLIC STORM
WATER DETENTION AND DRAINAGE)

TRACT 308
WINDCREST MEDICAL ADDITION
VOL. 4, PG. 142 P.R.

TRACT 3AR1
(1.372 AC)

TRACT 2
WINDFEST MEENAL ADDITION
VOL. 2, PG. 55 P.R.

TRACT 1
HINDREST MEDICAL ADDITION
VOL. 4, PG. 35 P.R.

TRACT SAR2
(0.828 AC.)

ADDRESS: 914-9242

PLATE 1 (continued)

54.00°C 270.72°
(CARING 8+5-5)

WINDFEST A PLANNED DEVELOPMENT
VOL. 1, PG. 71-72 P.R.

PRELIMINARY

THIS DOCUMENT HAS BEEN RELEASED FOR REVIEW
AND SHALL NOT BE RECORDED FOR ANY PURPOSE
AND SHALL NOT BE USED OR REPRODUCED OR
AS A FINAL SURVEY DOCUMENT.

DATE: 10-16-15

OUTLOT NO. 55

MARY LOU HOORSTER
3-80 AC. TRACT #
VOL. 412, PG. 331-338 U.P.R.

N

SCALE: 1" = 40'

0 40 80 120

LEGEND:

*	1/2" DIA. STEEL BAR FORME (AS NOTED)
⊙	1/2" DIA. STEEL BAR SET (CAPPED BOMN 4447)
○	PK NAIL SET IN CONCRETE
X	FENCE
---	APPROX. OUTLET LINE

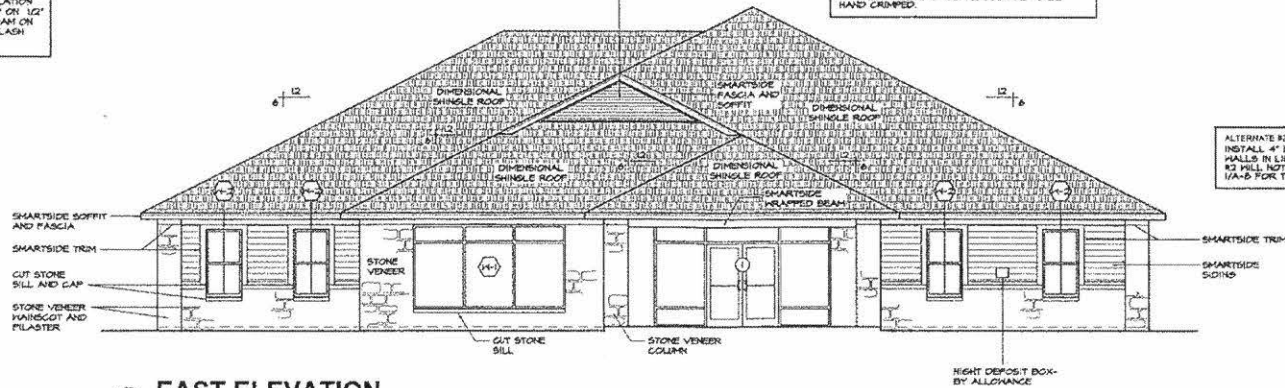
NOTE:
1. BUILDING SETBACK LINES SHOWED HEREON REFLECT CURRENT
C-1 (ADDITIONAL COMMERCIAL) ZONING FOR THIS PROPERTY
AS OF THE DATE OF THIS PLAN, UNLESS OTHERWISE NOTED. BUILDING
SETBACK LINES ARE SUBJECT TO CHANGES IN PROPERTY ZONING.



NOT SHOWN
D FULL
LACEMENT OF
INSTALLATION
WRAP ON 1/2"
T FOAM ON
NO FLASH

GALVANIZED METAL
GABLE VENT - PAINT

ALTERNATE #1
INSTALL GALVALUME STANDING SEAM METAL
ROOF IN LIEU OF FIBERGLASS-BASED ASPHALT
SHINGLES. ALL HIPS AND RIDGES ARE TO BE
HAND CRIMPED.

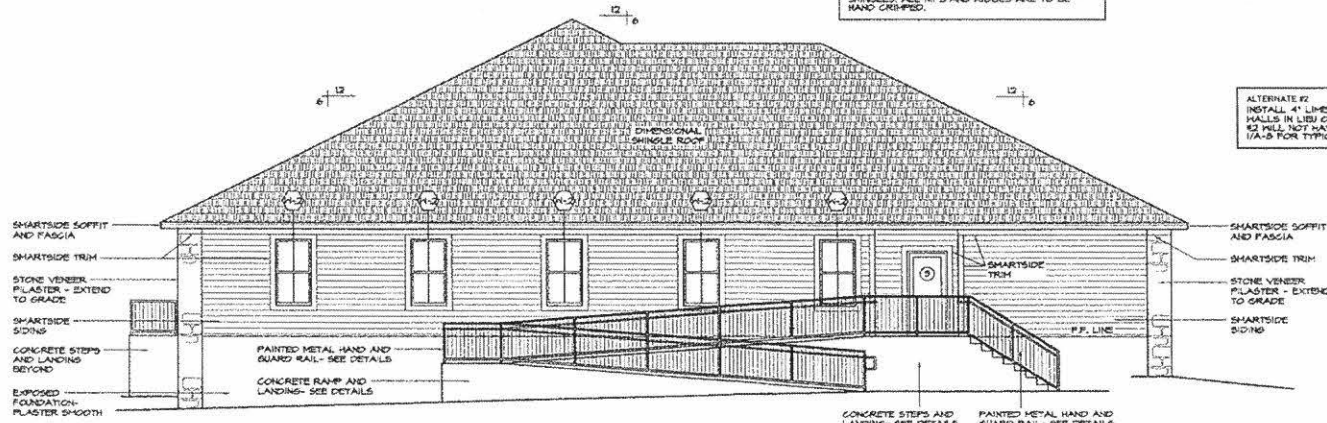


ALTERNATE #2
INSTALL 4" Limestone VENEER ON ALL EXTERIOR
WALLS IN LIEU OF SHARPSIDE SIDING. ALTERNATE
#2 WILL NOT HAVE CAPSTONE. REFER TO DETAIL
V-8 FOR TYPICAL WALL SECTION DETAIL.

1 EAST ELEVATION

SCALE: 3/16" = 1'-0"

ALTERNATE #1
INSTALL GALVALUME STANDING SEAM METAL
ROOF IN LIEU OF FIBERGLASS-BASED ASPHALT
SHINGLES. ALL HIPS AND RIDGES ARE TO BE
HAND CRIMPED.



ALTERNATE #2
INSTALL 4" Limestone VENEER ON ALL EXTERIOR
WALLS IN LIEU OF SHARPSIDE SIDING. ALTERNATE
#2 WILL NOT HAVE CAPSTONE. REFER TO DETAIL
V-8 FOR TYPICAL WALL SECTION DETAIL.

2 WEST ELEVATION

SCALE: 3/16" = 1'-0"

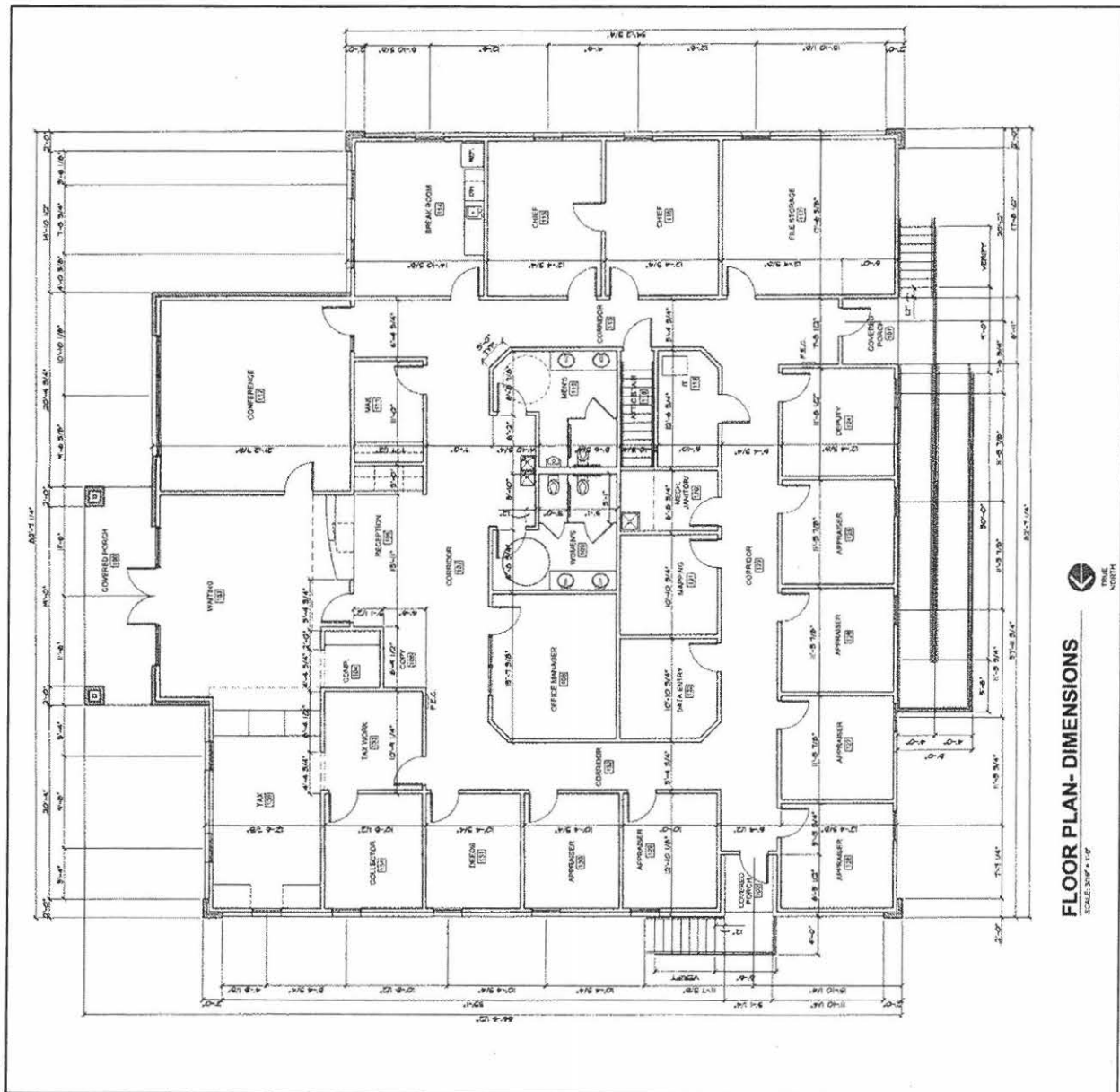


EXHIBIT B

Considered Alternatives and Current Proposal

Over the past two years there have been multiple proposals reviewed by The Gillespie Central Appraisal District (GCAD) Board of Directors to house the district for appraisal and collection functions. Some proposals have included existing buildings that would need to be remodeled or modified. Other proposals were vacant land for purchase or lease on which the district would build an office. Each of these proposals was vetted by the GCAD Board of Directors. The following is a partial list of proposed sites that were investigated:

1. County owned Clinic Building, 115 South Adams Street
2. School Administrative Site, FISD
3. South Adams Location, FISD
4. Airport Business Park, County
5. Gillespie County Fair Association property
6. Coleman Distributing, 2595 West US Highway 290
7. 12 Equestrian Drive
8. 514 W Windcrest
9. Former County Jail
10. Harper ISD Land
11. City Land on Friendship Lane
12. Former County Jail site for new building

Most recently GCAD advertised requesting proposals for the long term rental or purchase of an office facility. Only one proposal was submitted to GCAD. The proposal was for a building to be constructed and the District would purchase the property (land and building) upon completion of building on lot 3AR2 in the Windcrest Medical Subdivision. The property is located at the northwest corner of West Windcrest Drive and Wellness Court. The proposal was submitted by C2 FBG, LLC, the owner of the lot. The price of the project will not exceed \$1,577,700. The summary of that proposal is in Exhibit A.

Gillespie Central Appraisal District is currently soliciting proposals for the long term rental or purchase of an office facility. Proposals are due by November 2, 2015.

General requirements are as follows:

5,000-6,000 square foot office building
Work areas for 13-15 employees
Secure area for collections
Easily accessible location within the City of Fredericksburg or ETJ
Parking for 30+ vehicles
Must meet all ADA requirements
Must comply with all City codes and zoning

Additional information can be obtained by contacting:

David Oehler
Chief Appraiser
Gillespie Central Appraisal District
101 West Main St, #11
Fredericksburg, TX 78624
(830) 997-9807

PUBLIC NOTICES / THA

Fredericksburg Standard-Radio Post

October 14, 2015

PUBLIC NOTICE

NOTICE PURSUANT TO TEXAS PROPERTY CODE §29.0035

Property: 905 E. Franklin Street, Fredericksburg, Gillespie County, Texas 78624.

Legal Description: Being North ½ Lot Nos. 7 & 8, Block 17, South Heights, Fredericksburg, Gillespie County, Texas.

Defendant's Interest: Undivided 3/4th interest: Jose L. "Joe" Cruz; Undivided 1/4th interest: Felix Cruz.

This is a demand by the Petitioners shown below for reimbursement from the Defendants for ad valorem taxes imposed on the Property by Gillespie County, City of Fredericksburg, Fredericksburg ISD, Hill Country Underground Water Conservation District, and the Water Control & Improvement District paid by the Petitioner on behalf of the Defendant since 2000 in the amount of \$7,322.19.

Payment of this amount may be made at 206 W. Main St., Fredericksburg, Texas 78624.

Genevieve Klein Gold, of The Nevins Law Firm

TEL: 830-990-0557

Attorney for:

Jose L. "Joe" Cruz

18-21

PUBLIC NOTICE

LEGAL NOTICE

Gillespie Central Appraisal District is currently soliciting proposals for the long term rental or purchase of an office facility.

Proposals are due by November 2, 2015.

General requirements are as follows:

5,000-6,000 square foot office building, Work areas for 13-15 employees, Secure area for collections, Easily accessible location within the City of Fredericksburg or ETJ, Parking for 30+ vehicles, Must meet all ADA requirements. Must comply with all City codes and zoning.

Additional information can be obtained by contacting:

**David Oehler
Chief Appraiser**

Gillespie Central Appraisal District

**101 West Main St., #11
Fredericksburg, TX 78624
(830) 997-9807**

18-19

PUBLIC NOTICE

INVITATION TO BID

The City of Fredericksburg is soliciting Bids for the construction of the **Knauth Well Field, Well K-2 (Site, Pump, and Motor) project.**

Sealed Bids must be delivered to the City of Fredericksburg, Attention: Lea Feuge, 126 West Main, 2nd Floor, Fredericksburg, Texas 78624, no later than 2:00 p.m. on Wednesday, October 28th, 2015.

The Bids will be publicly opened and read aloud at this time and place. Bids received after this time will be returned unopened. Advertisement and bid phase information for the Project can be found at the following website: <http://construction.freese.com>

Contract Documents may be downloaded or viewed free of charge at this website. It is the downloader's responsibility to determine that a complete set of documents, as defined in the Agreement are received.

A non-mandatory pre-bid conference for the Project will be held at 3:00 pm on Tuesday, October 20th at 126 West Main, 2nd Floor Conference Room, Fredericksburg, TX 78624.

The City of Fredericksburg reserves the right to waive irregularities and to reject bids.

18-19

PUBLIC NOTICE

NOTICE OF PUBLIC SALE

Sale of property to satisfy a landlord's lien. Sale to be held at 4123 E. US Hwy 290, Fredericksburg, TX 78624 On Saturday, October 31, 2015 at 10am Cleanup deposit is required. Texan Self Storage reserves the right to withdraw the property at any time before the sale. Unit items sold for cash to highest bidder. Contents of space — Household items. Property includes the contents of spaces of the following tenant(s):

Tracy Seidel

18-19

PUBLIC NOTICE

LEGAL NOTICE

**City of Fredericksburg
Extending RFP for Lady Bird Johnson Golf Course Grill Concessionaire**

The City of Fredericksburg is extending the acceptance of proposals for a food concessionaire for the City's Municipal Golf Course. The City owns Lady Bird Johnson Municipal Golf Course and has provided food service operated by City employees employed by the Golf Course.

The City is now offering this opportunity for a qualified food service proprietor to operate the food service concession at the Course. The proposing individual or company shall demonstrate the ability to perform in this type of business, clearly articulate plans for the operation, and document compliance with appropriate laws and regulations. A copy of the RFP can be found on the City website or picked up at City Hall.

This RFP seeks to generate proposals to provide food services for the course for the upcoming year with a two (2) year renewal option. Submitted proposals will be accepted until **4:30 p.m. on October 16, 2015** delivered in sealed envelopes addressed to:

**Kent Myers, City Manager
Fredericksburg City Hall
126 W. Main St.
Fredericksburg, TX 78624
kmyers@fbgtx.org
18-19**

PUBLIC NOTICE

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of **Alexander A. Kaczinski**, Deceased, were issued on October 8, 2015, in Cause No. 9910, pending in the County Court of Gillespie County, Texas, to **Shirley M. Kaczinski**. Claims may be presented to **Shirley M. Kaczinski** as follows:

Estate of **Alexander A. Kaczinski**, Deceased; **Shirley M. Kaczinski**, Independent Executor; c/o Carroll J. Bryla; 105 West San Antonio Street; Fredericksburg, Texas 78624.

All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law.

Dated this 8th day of October, 2015.

**Bryla & Schoessow
By: Carroll J. Bryla
Attorney for Estate of
Alexander A. Kaczinski
19**

PUBLIC NOTICE

PUBLIC NOTICE OF TEST OF AUTOMATIC TABULATING EQUIPMENT

Testing of the AIS 650 Mark Sense Vote Counting Machine for the November 3, 2015 Constitutional Amendment Election will be conducted in Room B104C, Basement Floor of the Gillespie County Courthouse, Fredericksburg, Texas in accordance with the Election Code on the following dates:

Public Testing of the AIS 650 Mark Sense Vote Counting Machine for the General Election will be held on Friday, October 16, 2015 at 9 o'clock a.m. in Room B104C, Basement Floor of the Gillespie County Courthouse, Fredericksburg, Texas, to ascertain that it will accurately count the votes cast for all offices and on all measures. (Per Election Code Section 127.096(b)).

**Mary Lynn Rusche,
County Clerk
Gillespie
County, Texas
19**

PUB

PUBL

Notice is interested of Fredericksburg Public Hearing of the City of Fredericksburg and Zoning Commission on Wednesday at 5:30 p.m. Room of the Center, 160 purpose of mendment on the follow

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**BULLYING
IS NOT
COOL**

YOU BLOCKHEAD !!!



22

In your hands or on the web...

www.fredericksburgstandard.com

FIND TH



CITY COUNCIL MEMO

DATE: November 25, 2015

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Reimbursement Resolution-Architectural Costs

Summary:

The attached resolution will allow the City to be reimbursed for architectural services from debt proceeds for the Animal Shelter if this project is financed next year.

Recommendation:

It is recommended that the attached resolution be approved.

Background / Analysis:

One of the items scheduled for Council consideration at Monday's meeting is an agreement for architectural services for the new proposed Animal Shelter. The Council has discussed proceeding with the development of construction plans and bidding this project. Then once bids are received, it can be determined how the project will be financed. If it is the intent that architectural services be included in this future financing, then the attached resolution needs to be adopted.

This resolution includes a statement that the project financing will not exceed \$1.5 million. The total project costs, including architectural expenses and closing costs, might exceed this amount. So the Council may want to consider a higher not to exceed total cost of \$1.6 or \$1.7 million.

23

The City of Fredericksburg

Attachments:

Resolution


Department Approval


City Manager Approval

NORTON ROSE FULBRIGHT

November 24, 2015

Via E-Mail
Via Federal Express

Norton Rose Fulbright US LLP
300 Convent Street, Suite 2100
San Antonio, Texas 78205-3792
United States

Clay Binford
Partner
Direct line +1 210 270 7102
clayton.binford@nortonrosefulbright.com

Tel +1 210 224 5575
Fax +1 210 270 7205
nortonrosefulbright.com

Mr. Kent Myers
City Manager
City of Fredericksburg
126 West Main Street
Fredericksburg, Texas 78624

Re: City of Fredericksburg, Texas Tax Notes, Series 2016

Dear Kent:

I enclose the following documents in connection with the captioned financing for execution at the December 7, 2015 regular meeting of the City Council:

1. Reimbursement Resolution (one original and five signature pages); and
2. City Secretary's Certificate pertaining to this Resolution (two originals and five signature pages).

Please return one completed copy of the City Secretary's Certificate, and all executed signature pages to me. The completed copies of the aforementioned documents should be retained for the files of the City.

Thank you, in advance, for your prompt attention to this matter. If I can provide any additional assistance concerning this matter, please do not hesitate to contact me.

Very truly yours,


Clay Binford

CSB/jcq
Enclosures

cc: Mr. Dan Wegmiller (Specialized Public Finance Inc.)
Mr. W. Jeffrey Kuhn (Firm)
Mr. James P. Plummer (Firm)
Ms. Stephanie V. Leibe (Firm)
Mr. Arnold Cantu III (Firm)
Ms. Lauren Ferrero (Firm)
Mr. Matthew A. Lee (Firm)

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Norton Rose Fulbright US LLP is a limited liability partnership registered under the laws of Texas

82373548.1

Norton Rose Fulbright US LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright Canada LLP and Norton Rose Fulbright South Africa Inc are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are available at nortonrosefulbright.com

RESOLUTION NO.

A RESOLUTION RELATING TO ESTABLISHING THE CITY'S INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO CONSTRUCTING VARIOUS CITY IMPROVEMENTS FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE CITY FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the *Governing Body*) of the City of Fredericksburg, Texas (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (i) constructing, acquiring, purchasing, renovating, equipping, enlarging, and improving various City-owned facilities and the purchase of certain buildings, and making other City improvements, including the purchase of an animal shelter and personal property, materials, supplies, equipment, machinery, land, and rights-of-way for authorized needs and purposes relating to the aforementioned improvements (the *Construction Costs*), (ii) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*), (iii) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*), and (iv) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, project consultant, other professionals, and bond printer (the *Administrative Costs*) [the Construction Costs, the Engineering Costs, the Architectural Costs, and the Administrative Costs collectively constitute the costs of the Issuer's projects that are the subject of this Resolution (the *Project*)]; and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code (*Section 1201.042*) provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Issuer for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the *Department*) released Regulation Section 1.150-2 (the *Regulations*) which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the *Code*); and

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures are paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of tax-exempt obligations (the *Obligations*) that the Issuer currently contemplates issuing in the principal amount of not to exceed \$1,500,000 to finance a portion of the costs of the Project; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation ultimately to make such reimbursement before making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the Issuer; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREDERICKSBURG, TEXAS THAT:

SECTION 1: This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred (not more than 60 days prior to the date hereof) or to be incurred with respect to the Project from the Issuer's General Fund or other lawfully available funds of the Issuer.

SECTION 2: The Issuer intends to issue the Obligations and allocate within 30 days after the date of issuance of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

SECTION 3: The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

SECTION 4: The Issuer intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the Regulations.

SECTION 5: This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

SECTION 6: With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Issuer shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of "replacement proceeds", as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations.

SECTION 7: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 8: All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank]

PASSED, ADOPTED AND APPROVED on this the 7th day of December, 2015.

CITY OF FREDERICKSBURG, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

CERTIFICATE OF CITY SECRETARY

THE STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §
 §
CITY OF FREDERICKSBURG §

THE UNDERSIGNED HEREBY CERTIFIES that:

1. On the 7th day of December, 2015, the City Council (the *Council*) of the City of Fredericksburg, Texas (the *City*) convened in regular session at its regular meeting place in the City Hall (the *Meeting*), the duly constituted members of the Council being as follows:

Linda Langerhans	Mayor
Jerry Luckenbach	Councilmember
Gary Neffendorf	Councilmember
Graham Pearson	Councilmember
Bobbie Watson	Councilmember

and all of such persons were present at the Meeting, except the following:
_____ thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the *Resolution*) entitled:

A RESOLUTION RELATING TO ESTABLISHING THE CITY'S INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO CONSTRUCTING VARIOUS CITY IMPROVEMENTS FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE CITY FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

was introduced and submitted to the Council for passage and adoption. After presentation and discussion of the Resolution, a motion was made by Councilmember _____ that the Resolution be finally passed and adopted in accordance with the City's Home Rule Charter. The motion was seconded by Councilmember _____ and carried by the following vote:

___ voted "For" ___ voted "Against" ___ abstained

all as shown in the official Minutes of the Council for the Meeting.

2. The attached Resolution is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the Council of the City on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Council was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and

deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the City, this 7th day of December, 2015.

City Secretary,
City of Fredericksburg, Texas

(CITY SEAL)



CITY COUNCIL MEMO

DATE: 11-25-15

TO: Mayor and Council

FROM: Steven Wetz, Chief of Police

SUBJECT: Architectural Agreement

Summary:

After an initial proposed design completion and council discussion, it has been determined by staff and council that construction design and bidding should be completed. The completion of this phase will determine when the building of the facility can be accomplished and how it will be funded.

Recommendation:

The recommendation is to accept the contract presented by Quorum Architects to prepare the construction documents needed to receive bids on the new Animal Control Facility.

Background / Analysis:

After receiving the initial contract from Quorum it was reviewed by the City Manager, Director of Public Works and the Chief of Police. After some negotiations with Quorum and agreement on the Civil Engineering Company to be used the current contract was agreed upon by Staff.

Attachments:

Contract presented by Quorum which has been reviewed by Mick McKamie, interim Attorney for the City of Fredericksburg.

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The City of Fredericksburg

Letter From Norton Rose Fulbright US LLP.
Reimbursement Resolution
City Secretary Certificate



Department Approval



City Manager Approval

**AIA®****Document B101™ – 2007****Standard Form of Agreement Between Owner and Architect**

AGREEMENT made as of the Seventh day of December in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

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

City of Fredericksburg
1601 East Main
Fredericksburg, TX 78624
Telephone Number: (830) 889-5858

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

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

Quorum Architects, Inc.
707 W. Vickery Blvd.
Suite 101
Fort Worth, TX 76104
Telephone Number: 817-738-8095
Fax Number: 817-738-9524

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

Fredericksburg Animal Shelter
City of Fredericksburg
This project consists generally of a 3,500 - 4,000 sf Animal Shelter building and
associated site work.

The Owner and Architect agree as follows.

Init.

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TABLE OF ARTICLES

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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Initially, approval of the Contract will be for Design and Bidding phases only. Construction Phase services will be agreed upon and initiated at such a time the City decides to move forward with construction.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Unknown at this time

- .2 Substantial Completion date:

Unknown at this time

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

Init.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 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 for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$2,000,000 ea. occurrence / \$4,000,000 general aggregate

.2 Automobile Liability

\$1,000,000 combined single limit

.3 Workers' Compensation

\$1,000,000 each accident, each employee, policy limit

.4 Professional Liability

\$1,000,000 per claim / \$2,000,000 annual aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, 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 the accuracy and completeness 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.

Init.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 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, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.~~

~~§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.~~

~~§ 3.2.4 Based on the Project's 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 modeling. 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 environmentally responsible 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 other environmentally responsible design services under Article 4.~~

~~§ 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 Concept Design Documents from 10/29/2014, 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 Concept 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 such other elements as may be appropriate. 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.

§ 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 of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct 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 into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and 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.

§ 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 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

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

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

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- .5 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 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall 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 procuring the reproduction 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; and
- .3 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 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall 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™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, 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 4.3, 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 4.3.3, 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 such 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, material and equipment 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 A201-2007, 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 and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to 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 material 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. 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 In accordance with the Architect-approved submittal schedule, 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, unless otherwise specifically stated by the Architect, of any 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 Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

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entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, 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 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 authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating 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 the Work is found to be substantially complete, 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 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional 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.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7 Civil engineering	Architect	Section 4.2
§ 4.1.8 Landscape design	Architect	Section 4.2
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Owner	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Programming, Civil Engineering and Landscape Design (4.1.7 and 4.1.8) will be provided by Architect and their consultants under this Contract.

§ 4.3 Additional Services may be provided 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 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 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 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, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

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- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .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 data 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 bidders or persons providing 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.

§ 4.3.2 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 the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to 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;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

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

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Seven (7) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) 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. Within 15 days after receipt of a written request

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from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update 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. 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 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 but are not limited to 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 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 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 maintain professional liability insurance as appropriate to the services provided.

§ 5.7 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.

§ 5.8 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.

§ 5.9 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.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 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.

§ 5.12 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.

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 does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, 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 may 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, 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 make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. 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 requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, 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, without additional compensation, 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. 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 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 Upon execution of this Agreement, 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, including prompt payment of all sums when due, under this Agreement. 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 material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service 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 author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement 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 A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 MEDIATION

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and

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filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

§ 8.3 ARBITRATION

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

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration; provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

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~~additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

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

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 Architect shall be paid 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 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 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 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by ~~the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 and interpreted under the laws of the State of Texas. Venue for any and all disputes or claims under this Agreement shall lie exclusively in Gillespie County, Texas.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, 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. No Joint Venture is intended nor created by this Agreement.

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

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

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

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

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

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

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

| As indicated in Attachment 'A'.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

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

| As agreed upon at such time services are requested and authorized.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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

| As agreed upon at such time services are requested and authorized.

§ 11.4 Compensation for 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 percent (%), or as otherwise stated below:

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

| As indicated in Attachment 'A'.

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Schematic Design Phase	percent—(	%)
Design Development Phase	percent—(	%)
Construction Documents Phase	percent—(	%)
Bidding or Negotiation Phase	percent—(	%)
Construction Phase	percent—(	%)
Total Basic Compensation	one hundred percent—(	100 %)

§ 11.6 When compensation is based on a percentage of the Cost of the Work 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, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. 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, if any, 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

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic 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 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, 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, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

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§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) 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.

§ 11.10.2 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.)

1.50 % monthly

§ 11.10.3 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.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to 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:

Reference Exhibit 'A'.

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 Owner and Architect.

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit 'A' - Special Terms & Conditions of the Contract.

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

OWNER

(Signature)

(Printed name and title)

ARCHITECT



(Signature)

David G. Duman, AIA, Principal

(Printed name and title)



Design. Spaces. People.

November 10, 2015

Steven T. Wetz
Chief of Police
Fredericksburg Police Department
1601 East Main
Fredericksburg, Texas 78624

RE: Fredericksburg Animal Shelter
Design and Construction Administration
Quorum Number: 14060.01

Dear Chief Wetz,

We are pleased to respond to your request for a fee proposal for Architectural Services for the Fredericksburg Animal Shelter. We have summarized herein our understanding of the project scope and deliverables in an effort to clearly communicate expectations of each party. Upon approval of this proposal, the City and Architect agree to enter into a written agreement using the AIA B101 Form of Agreement to include the terms generally as set forth below and enumerated in the Agreement.

ARCHITECT'S BASIC SERVICES

1. **Design Development** – Using the Concept Design Documents presented September 2014 as a starting point, the Architect shall prepare, for approval by the City, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. Generally, most of the drawing sheets will be started, although the details of each will be completed during the Construction Document phase. We anticipate slight modifications to the concept design in order to simplify the structure, including the use of a Pre engineered metal building system.
2. **Construction Documents** – Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project the Architect shall prepare, for approval by the City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project. The Architect shall assist the City in preparation of the necessary bidding information, bidding forms, and the Special Conditions of the Contract between the City and Contractor. It is anticipated that the City will utilize a competitive sealed proposal process for bidding.
3. **Bidding** – The Architect will assist the City in bidding, including facilitating a Pre-proposal meeting, development of addenda as necessary and answering contractor questions of clarifications on the Documents. Per our discussion, Quorum will submit technical specs and drawings to the City for assembling into bid documents along with distribution by the City.
4. **Construction Administration** – The Architect shall provide administration of the Contract for Construction as set forth below, unless otherwise provided in this Agreement. The Architect, as a

representative of the City, shall visit the site once per month for seven month duration plus a start-up meeting and two final closeout meetings (10 total site visits) to become generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the City against defects and deficiencies in the Work, and (3) to determine, that the Work is being performed in a manner that the Work 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. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences nor procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibilities under the Contract Documents. The Architect shall inform the City of known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not 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, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

5. **Special Services** – Civil engineering and landscape are generally not included as Basic Services in the Agreement but may be provided as special services as indicated herein. If desired, the Architect shall provide the services of a registered civil engineer to include necessary site work as part of the construction documents, including grading, paving, and utility plans, as well as erosion control, hydrology and drainage calculations if required. Special services may also include the services of a Landscape Architect to provide landscape and irrigation drawings. Note that Geotechnical services, platting, and surveying shall be provided by the Owner, however, architect shall coordinate the work of the Owner's consultants by providing background drawings and general concept site plans.

COMPENSATION

Compensation for Basic Services and Special Services is proposed to be a lump sum fee, plus reimbursable costs for direct expenses such as printing, reproductions of documents and renderings, mileage, meals and other travel related expenses, which will be marked up 10%. Due to current established funding available at the time of the proposal, the fee is divided into two phases (Design and Construction) in order to allow Phase 1 services to begin upon approval. Phase 2 proposed fees assume that Phase 2 will commence within two months of Phase 1 completion. If Phase 2 does not begin within two months, the Architect shall revise, resubmit, and receive approval for a revised Phase 2 proposal. Construction Administration services includes a maximum of 10 site visits over an anticipated 7 month period along with an average of 6-10 hours per week for submittal review and contractor questions. If additional site visits are required the fee will need to be revised or addressed under Additional Services.

Phase 1 - Design

Task 1A: Design Development	\$27,000
Task 1B: Construction Documents	\$58,000
Task 1C: Bidding	\$5,000
Total Phase 1	\$90,000

Phase 2 – Construction Administration

Task 2A: Construction Administration	\$48,000
Total Architectural	\$138,000
Plus estimated reimbursable costs:	\$8,000

Task 1D: Civil Engineering / Landscape	\$25,000
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1. Additional Services (Optional) – If there is a request to expand the scope of Basic Services, or to include Additional Services in the future, the fee will be negotiated based on the specific scope. This may include, but not be limited to, renderings, videos, TDLR and accessibility submittals (we will assist the City in the process, however, we cannot sign or pay for the submittal as the City's agent), site plan submittals if required by the City and related meetings, Floodplain development coordination with agencies outside of the City's jurisdiction, additional insurance if required by the City, detailed cost projections beyond architectural summaries, fees paid for approvals of authorities having jurisdiction, bid alternates, LEED Compliance, revisions to previously approved work, FFE selection, and multiple designs for comparison. Basic Services does not include structural services to inspect all the structural as-built conditions necessary to provide the city with a "Letter of Structural Certification" of the building at the time of substantial completion. These services can be made available as an additional service. Additional Services work shall not be undertaken until approved by the City.
2. Late payments: Accounts unpaid 30 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance.

SCHEDULE

Quorum Architects will endeavor to complete Design Development, and Construction Documents in approximately 24-28 weeks exclusive of review time by the City between each submittal.

ADDITIONAL INFORMATION

1. Quorum Architects, Inc. will provide the City with architectural services as required and agreed upon for satisfactory and normal completion of this project. The Architect shall exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinances, and regulations, which are in effect as of the date of this agreement.
2. The Architect and it's Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. If deemed necessary by the City, the City shall obtain a hazardous material evaluation, prior to beginning any demolition or construction on site.
3. The City is to procure and provide copies of any pertinent site information, which affects the design, including but not limited to a boundary survey, and geotechnical investigation since this is not part of the architect's services. Architect will assist the City in coordinating borings and anticipated design criteria with the City's Geotechnical consultant.
4. In performing Architectural Services, the Architect will to use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. Notwithstanding compliance with this standard of care, the City can normally anticipate that some changes and adjustments in the project will be required either during or after construction. The City agrees to establish a construction contingency fund of no more than 7% of the estimated construction cost to cover the reasonably anticipated costs of these changes and adjustments as well as, changes due to code revisions and field conditions.
5. Architect will provide design and construction documents for architectural design elements and for coordination with mechanical, electrical, plumbing, and structural engineering.

6. Texas law requires registrants to provide all Clients with the following written statement: "The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, and Article 249a".

Should you have any questions or additional concerns, please feel free to contact us at your convenience. Thank you for trusting Quorum Architects, Inc. to assist you in this endeavor.



Digitally signed by David Duman
Date: 2015.12.02 11:08:26-06'00'

David G. Duman, AIA TX Registration #14305
Quorum Architects, Inc.

City of Fredericksburg

Date

EXHIBIT A

FREDERICKSBURG FLEET MAINTENANCE BUILDING

ARTICLE 12 SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

12.1 Notwithstanding other provisions to the contrary, as used herein, references to the AIA Document A201 – 2007, General Conditions of the contract, shall refer to that edition of the document "as amended for this Project." Architect agrees that the AIA Document A201 – 2007 may be subject to subsequent amendments based upon negotiations between Owner, Architect and Contractor. As a condition of further service, Architect shall provide to Owner a signed statement stating Architect's agreement to adhere to any such negotiated amendments.

12.2 Notwithstanding other provisions to the contrary, for purposes of this Agreement, the term "Contractor" shall be construed as meaning Contractor, Construction Manager at Risk, or Construction Manager Agent, as appropriate.

12.3 SCOPE OF ARCHITECT'S BASIC SERVICES

DEFINITION

The Architect's Basic Services consist of those described in following phases and AIA Document B101 – 2007, as may be amended.

SCHEMATIC DESIGN PHASE

- A. Based on the mutually agreed upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

DESIGN DEVELOPMENT PHASE

- A. Based on the approved Schematic Design Document and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
- B. The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

- A. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.
- B. The Architect shall assist the Owner in preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

- C. The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
- D. 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.

CONSTRUCTION PHASE

ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- A. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
- B. The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as the date of this agreement, unless otherwise provided in this Agreement.
- C. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.
- D. The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.
- E. The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine, in general, if the Work 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. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences nor procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- F. The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not 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, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- G. The Architect shall at all times have access to the Work wherever it is in preparation or progress.
- H. Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the

Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

CERTIFICATION FOR PAYMENT

- A. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.
- B. 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 Subparagraph 3.6.2 EVALUATION OF THE WORK and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.
- C. The issuance of 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 material 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.
- D. 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. The Architects' action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- E. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contract or Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approval performed by such design professionals.
- F. The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraph 3.6.5 CHANGES IN THE WORK, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of

the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

- G. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
- H. The Architect shall assist in resolution of warranty items during the one year following substantial completion. He shall, prior to the end of the one year warranty period, assist the owner in development of a list of deficient items for Contractor to remedy. Architect shall assist in resolution of these items with Contractor for a period of 60 days following issuance.

12.4 CHANGE ORDERS

- A. Omissions: If the Architect fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, the Architect will not receive a fee for work associated with the Change Order.

12.5 STANDARD OF CARE/CONTINGENCY

In performing Architectural Services, the Architect will strive to use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. Notwithstanding compliance with this standard of care, the Owner can normally anticipate that some changes and adjustments in the project will be required either during or after construction. The Owner agrees to establish a construction contingency fund to cover the reasonably anticipated costs of these changes and adjustments as well as, changes due to code revisions and field conditions. The Owner agrees not to seek any costs related to Article 12.4 omissions from Architect unless the aforementioned contingency funds are exhausted by non-Owner initiated changes.

12.6 ADA COMPLIANCE

The Americans with Disabilities Act ("ADA") provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993 that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to do so. The parties acknowledge that the ADA and the corresponding State of Texas laws regarding disability barriers ("State Law") will be subject to various and possible contradictory interpretations. The Architect, therefore will use reasonable professional efforts to interpret and comply with all applicable ADA and State Law requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. The Architect, due to such competing interpretations, does not warrant or guarantee that the Project will comply with interpretations of applicable provisions of the ADA and State Law. However, the Architect will timely submit the Plans and Specifications to the applicable State of Texas agency with respect to compliance with State Law in order for such State of Texas agency to review and comment to the Plans and Specifications prior to the scheduled commencement of construction.

12.7 STRUCTURAL CERTIFICATION OF AS-BUILT CONDITIONS

- A. This contract provides for structural site observation during construction consistent with normal standard of care as outlined in AIA Document B101-2007. This scope of work does not include structural

services to inspect all the structural as-built conditions necessary to provide the city with a "Letter of Structural Certification" of the building at the time of substantial completion. These services can be made available as an additional service.

12.8 DEMOLITION OF EXISTING STRUCTURE

At the time of this Agreement, there is no demolition planned. If a site is selected that requires demolition, the Owner agrees to complete all necessary hazardous material investigation and abatement prior to Contractor demolition and to negotiate an agreed upon scope and fee for Additional Services.

12.9 ARCHITECTURAL REGISTRATION

Texas law requires registrants to provide all clients with the followings written statement. "The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, and Article 249a".



CITY COUNCIL MEMO

DATE: 11/25/15

TO: Mayor, City Council

FROM: Jimmy Alexander, Director of Parks & Recreation

SUBJECT: Parks & Recreation Master Plan update

Summary:

Our consultant, Dennis Sims, will be presenting the results of the public and staff input for the update to the Parks & Recreation Master Plan.

Recommendation:

Receive the presentation and information and then schedule a meeting in January when the City Council can discuss their priorities for the 2016 bond election.

Background / Analysis:

The process of updating our Parks & Recreation Master Plan includes receiving input from the public and staff. A public input meeting was held to solicit the public's thoughts as well as sending over 5000 input forms in our utility bills, having the forms available online, ads in the newspaper, and even distributing translated forms in Spanish to the Hispanic community. Dennis Sims also held a meeting with the entire Park Dept. staff for their input. After receiving and studying the information, the City Council will need to decide priorities for the November 2016 bond election.

Attachments:



The City of Fredericksburg

Public Input Tally Sheet


Department Approval


City Manager Approval

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The City of Fredericksburg

126 W. Main St. • Fredericksburg, Texas 78624-3708 • (830) 997-7521 • Fax (830) 997-1861

PARKS AND RECREATION MASTER PLAN

PUBLIC INPUT TALLY SHEET

CITY OF FREDERICKBURG

PARK ELEMENTS		HIGH	PRIORITY MEDIUM	LOW
1	Walking/Jogging/Biking Trails	507	112	37
2	Swimming Pool	297	106	45
3	Youth Baseball	294	104	41
4	Youth Soccer	282	116	32
4	Natural Areas	282	128	48
6	Playgrounds	258	130	26
7	Youth Softball	240	80	37
8	Picnic Areas	213	132	44
9	Youth Football	153	66	61
10	Golf Course	150	54	129
11	Picnic Shelters	144	104	53
12	Recreation Center	126	94	83
12	Tennis Courts	126	82	61
14	Splash Pad - Soft Surface - Padded - Covered	90	4	0
15	Basketball Courts	78	88	59
16	Adult Soccer	69	56	68
17	Adult Softball	42	54	72
18	Clean Creeks in Park Areas	30	2	0
19	Tennis Facility Improvements	27	0	0
20	Natural Play Areas & Playgrounds (Built in Nature)	24	0	0
20	Keep Old Fair Park (As is; Open)	24	4	0
22	Early Morning Pool Hours	18	4	0
22	Tennis Court Resurfacing	18	0	0
24	Frantzen Park - More Swings, Playgrounds, (Extend)	15	0	0
24	Tennis Facility Expansion	15	0	0
24	Better Surface on Marketplatz Playground (Not Dirt)	15	4	0
27	Skate Park (Skateboard)	12	6	0
27	Indoor Play Area For Young Children	12	2	0
27	Dog Park	12	2	3
30	Golf Course	9		
31	Volleyball / Sand Volleyball	6	0	1
31	Playgrounds with Cushion for Age 3 and Under	6	0	0
31	HEB Park / Keep HEB Field	6	0	0
31	Animal Shelter	6	0	0
31	Animal Control	6	0	0
31	Public Shooting Range / Rifle Range	6	2	0
31	Indoor Basketball Court	6	0	0
31	Walking/Jogging/Biking Trails	6		
31	Natural Areas	6		
40	Emphasize organized sports for all ages	3	0	0
40	More Parks, etc. for Children under age of 5 years	3	0	0
40	Fishing Areas	3	0	1
40	Tennis Court Lights Improvement	3	0	0
40	Bike Lane from Main Street to Lady Bird	3	0	0
40	Fitness walks with equipment along the path	3	0	0
40	Park Along Highway 16	3	0	0
40	Park Near/In Stoneridge	3	0	0
40	Open Fields for Concerts / Gatherings	3	0	0
40	Spray Park / Water Park	3	2	0
40	Fort Martin Scott	3	0	0
40	Pickle Ball Court	3	2	0
40	Gazebo Park	3	0	0
40	Travis Street Pool to Open More Days and Hours	3	0	0
40	Sun Shelter for Skate Park	3	0	0
40	Shaded Playgrounds	3	0	0
40	Better Playgrounds at City Park	3	0	0
40	Better & More Walking Trails at City Park	3	0	0
40	Youth Games	3	0	0

PARK ELEMENTS		PRIORITY		
		HIGH	MEDIUM	LOW
40	Neighborhood Parks	3	0	0
40	Better Lighting Marketplatz	3	0	0
40	New Wellness Center	3	0	0
40	Cross on Mountain Park Needs More Care	3	0	0
40	Amphitheater	3	0	1
40	Greenspace for Year-Round Residents	3	0	0
40	Convention Center @ LBJ Park	3	0	0
40	Parking Tower	3	0	0
40	Special Needs Children Play Area	3	0	0
40	Tennis Courts	3		
40	Adult Softball	3		
40	Adult Soccer	3		
40	Recreation Center	3		
40	Swimming Pools	3		
73	Shade Canopies on New/Existing Playgrounds	0	2	0
73	Indoor Swimming Pool	0	8	0
73	Parks	0	4	0
73	Dining Re-Opened at Golf	0	0	1
73	Small Recreation Center	0	2	0
73	Sidewalks	0	2	0
73	Hotel @ LBJ Park	0	2	0
73	Swim Center @ LBJ Park	0	2	0
73	Parkway to Loop Past LBJ Park	0	0	1
73	Expand Softball for Adult Tournaments @ LBJ Park	0	0	1
73	Expand LBJ Park	0	0	1
73	Business, Hotels and Shopping			



CITY COUNCIL MEMO

DATE: November 30, 2015

TO: Mayor and City Council

FROM: Kent Myers, City Manager

SUBJECT: Relief Route Preliminary Report and Recommendations

Summary:

The Relief Route Task Force plans to make a presentation at your next meeting on their preliminary report and recommendations regarding the Relief Route. This same presentation will be made to the County Commissioners at their meeting on December 14.

Recommendation:

No action is required on this report. However, it is recommended that the Council review this report and express any concerns that you might have before the report is presented to the public.

Background / Analysis:

About two years ago, the City Council and County Commissioners appointed the Relief Route Task Force. This Task Force has been meeting on a monthly basis to consider the feasibility of developing a traffic route around the downtown area. Attached is a copy of their preliminary report and recommendations for your consideration. Following review by the Council and County Commissioners the Task Force plans on presenting this report to the Highway Commission and to the general public.

Attachments:

(65)
The City of Fredericksburg

Preliminary Task Force Report and Recommendations


Department Approval


City Manager Approval


The City of Fredericksburg



CITY COUNCIL MEMO

DATE: December 7, 2015
TO: Mayor and City Council
FROM: Clinton Bailey, P.E., Director of Public Works and Utilities
SUBJECT: Contract Award: Knauth Well Field, Well K2

Summary:

Six bids were opened for the Knauth Well Field, Well K2 Project on October 28, 2015. The recommendation of contract award and official bid tabulation from Freese and Nichols are included as attachments to this agenda memo.

Recommendation:

City Engineering Staff recommends awarding the Knauth Well Field, Well K2 Project to Pipe Works Constructors, LLC in the amount of \$474,798.

Background / Analysis:

The Knauth Well Field, located approximately 6 miles east of Fredericksburg on Highway 290, consists of 6 wells, 2 of which are currently in production and supplies the City of Fredericksburg with approximately 55% of its water supply. The recompletion of Knauth Well No. 2 was the first phase of a two phase project which will result in the complete working installation of the well. The main



The City of Fredericksburg

objective of this project is to provide an additional well in the Knauth Well Field for redundancy in the event that one of the two existing wells was to be taken out of service. Additionally, with future infrastructure upgrades, this new well could potentially add to the overall capacity of the City's water supply. Funding for the complete working installation of the Knauth Well No. 2 (Phase 1 and 2) is included in the approved 2014-2015 budget in the amount of \$650,000. Phase 1 of this project has been completed at a cost of \$239,296.20 bringing the total construction cost for Phase 1 and 2 to \$714,094.20 which is \$64,094.20 over the approved 2014-2015 budgeted amount.

Attachments: Recommendation of contract award and official bid tabulation from Freese and Nichols



Department Approval

City Manager Approval

(68)
The City of Fredericksburg



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Practical results
Outstanding service

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www.freese.com

November 10, 2015

Clinton Bailey, P.E.
Director of Public Works and Utilities
City of Fredericksburg
126 W. Main St.
Fredericksburg, TX 78624

Subject: Knauth Well Field, Well K-2
Recommendation of Award of Contract

Dear Mr. Bailey:

Listed below is the summary of bids for the Knauth Well Field, Well K-2. A total of six bids were received on October 28, 2015, as summarized below:

Bidders	Total Bid
Blackcastle General Contractor	\$564,648.00
Pipe Works Constructors, LLC	\$474,798.00
Dowtech Specialty Contractors	\$497,715.91
QRO Mex Construction Company, Inc	\$586,004.00
TTE, LLC.	\$499,511.32
Lupe Rubio Construction Co, Inc.	\$498,225.32

Pipe Works Constructors, LLC was the apparent low bidder with a bid of \$474,798.00. A copy of the bid tabulation is attached for your use.

Based on the review of the bids and the information included with the bid, the Contractor appears to be capable of performing the work on this project. As a result, Freese and Nichols recommends that the City of Fredericksburg award the construction contract for this project to Pipe Works Constructors, LLC in the amount of \$474,798.00.

Please call me at (512) 617-3125 if you have any questions.

Sincerely,

Anne Carrel, P.E.
Project Manager
Freese and Nichols, Inc.

Attachments: Knauth Well Field, Well K-2 Pipeline Bid Tabulation

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BID TABULATION



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Knauth Well Field, Well K-2 Project
THE CITY OF FREDERICKSBURG
126 W Main St
Fredericksburg, Texas 78624

ENGINEER: Freese and Nichols, Inc.
PROJECT NUMBER: FRB14225
BID DATE: October 28, 2015 **TIME:** 2:00 p.m.

				Blackcastle General Contractor 1299 E Common Avenue New Braunfels, TX 78130 830-387-4623		Pipe Works Constructors, LLC 79 Eastview Drive #103 Georgetown, TX 78626		Dowtech Specialty Contractors 4703 CR 527 Baird, TX 79504		QRO Mex Construction Company, Inc. 2801 Prairie Creek Road Granite Shoals, TX 78654 830-598-2268		TTE, LLC. P.O. Box 631 Spicewood, TX 78669 512-461-0806	
#	Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
BASE BID ITEMS													
1	Well K-2 Pump Station	1	LS	\$452,700.00	\$452,700.00	\$389,000.00	\$389,000.00	\$406,200.00	\$406,200.00	\$476,700.00	\$476,700.00	\$404,000.00	\$404,000.00
2	8-inch DR18 PVC pipe and fittings	33	LF	\$100.00	\$3,300.00	\$70.00	\$2,310.00	\$65.76	\$2,170.08	\$100.00	\$3,300.00	\$258.00	\$8,514.00
3	12-inch DR18 PVC pipe and fittings	615	LF	\$84.00	\$51,660.00	\$100.00	\$61,500.00	\$82.81	\$50,928.15	\$76.00	\$46,740.00	\$63.00	\$38,745.00
4	Trench Safety	648	LF	\$1.00	\$648.00	\$1.00	\$648.00	\$1.86	\$1,205.28	\$3.00	\$1,944.00	\$3.09	\$2,002.32
5	8-inch Gate Valve	1	EA	\$1,700.00	\$1,700.00	\$1,200.00	\$1,200.00	\$2,232.00	\$2,232.00	\$2,800.00	\$2,800.00	\$2,750.00	\$2,750.00
6	12-inch Gate Valve	1	EA	\$3,100.00	\$3,100.00	\$2,200.00	\$2,200.00	\$3,485.00	\$3,485.00	\$3,200.00	\$3,200.00	\$4,500.00	\$4,500.00
7	2-inch Combination Air Valve Assembly	1	EA	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$4,822.00	\$4,822.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00
8	Seeding for Erosion Control	1,440	SY	\$1.00	\$1,440.00	\$1.00	\$1,440.00	\$1.96	\$2,822.40	\$3.00	\$4,320.00	\$5.00	\$7,200.00
9	Clearing and Grubbing	1	LS	\$6,100.00	\$6,100.00	\$1,000.00	\$1,000.00	\$1,264.00	\$1,264.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
10	Storm Water Pollution Prevention Plan Preparation, Installation, and Maintenance	1	LS	\$2,400.00	\$2,400.00	\$2,000.00	\$2,000.00	\$1,587.00	\$1,587.00	\$10,000.00	\$10,000.00	\$5,800.00	\$5,800.00
11	Mobilization	1	LS	\$38,100.00	\$38,100.00	\$10,000.00	\$10,000.00	\$21,000.00	\$21,000.00	\$30,000.00	\$30,000.00	\$18,500.00	\$18,500.00
TOTAL BASE BID ITEMS 1 - 11					\$564,648.00		\$474,798.00		\$497,715.91		\$586,004.00		\$499,511.32
*Denotes calculation error by Contractor													

Knauth Well Field, Well K-2 Project
THE CITY OF FREDERICKSBURG
 126 W Main St
 Fredericksburg, Texas 78624

ENGINEER: Freese and Nichols, Inc.
PROJECT NUMBER: FRB14225
BID DATE: October 28, 2015 **TIME:** 2:00 p.m.

				Lupe Rubio Construction Co., Inc. 981 Dilley Street Kingsland, TX 78639 325-388-8500					
#	Description	Quantity	Unit	Unit Cost	Total Cost				
BASE BID ITEMS									
1	Well K-2 Pump Station	1	LS	\$412,731.20	\$412,731.20				
2	8-inch DR18 PVC pipe and fittings	33	LF	\$135.53	\$4,472.49				
3	12-inch DR18 PVC pipe and fittings	615	LF	\$71.41	\$43,917.15				
4	Trench Safety	648	LF	\$1.12	\$725.76*				
5	8-inch Gate Valve	1	EA	\$1,683.36	\$1,683.36				
6	12-inch Gate Valve	1	EA	\$3,078.88	\$3,078.88				
7	2-inch Combination Air Valve Assembly	1	EA	\$4,723.04	\$4,723.04				
8	Seeding for Erosion Control	1,440	SY	\$1.68	\$2,419.20				
9	Clearing and Grubbing	1	LS	\$2,240.00	\$2,240.00				
10	Storm Water Pollution Prevention Plan Preparation, Installation, and Maintenance	1	LS	\$6,160.00	\$6,160.00				
11	Mobilization	1	LS	\$16,800.00	\$16,800.00				
TOTAL BASE BID ITEMS 1 - 11					\$498,225.32*				
*Denotes calculation error by Contractor									



CITY COUNCIL MEMO

DATE: December 2, 2015
TO: Mayor and City Council
FROM: Kent Myers, City Manager
SUBJECT: City Holidays

Summary:

The City Council normally reviews and approves the annual city employee holiday schedule every December.

Recommendation:

It is recommended that the Council approve the annual holiday schedule with consideration for adding one additional holiday.

Background / Analysis:

Over the past several years, we have discussed the possibility of adding one additional city holiday (either MLK Day or President's Day). Two years ago, an employee benefits committee recommended that a city holiday be added. Recently several individual employees have approached me to request that the Council consider adding another holiday.

Both MLK Day and President's Day are federal holidays and many other cities are closed on these days (see attached holiday survey). Also, as shown on the attached report, Gillespie County is closed on both of these days. In fact, Gillespie County has a total of 13 paid holidays compared to our 10 ½ paid holidays.

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The City of Fredericksburg

Attachments:

City Holiday Survey by Ray Associates

2015 City Holiday Schedule and Proposed 2016 Holiday Schedule

Gillespie County 2016 Holiday Schedule


Department Approval


City Manager Approval

Ray Associates, Inc. Benefits Survey

Vacation Leave

Organization	Vacation Buy-Back?	Number of Holidays	New Year's Day	MLK Day	Good Friday	President's Day
City of Bastrop	No	12	√	√	√	
City of Boerne	Yes	13	√	√	√	√
City of Brenham	No	12	√	√	√	
City of Bridgeport	No	12	√		√	
City of Burnet	No	13	√	√	√	√
City of Fredericksburg	No	10.5	√		√	
City of Georgetown	No	9	√	√		
City of Granbury	No	13	√	√	√	√
City of Hutto	No	12	√	√	√	√
City of Leander	Yes	11	√	√	√	
City of Lockhart	No	13	√	√	√	√
City of Pflugerville	Yes	10	√	√		√
City of Seguin	Yes	12	√	√	√	

Ray Associates, Inc. Benefits Survey

Vacation Leave

Organization	Memorial Day	Independence Day	Labor Day	Veteran's Day	Thanksgiving Day
City of Bastrop	√	√	√	√	√
City of Boerne	√	√	√	√	√
City of Brenham	√	√	√	√	√
City of Bridgeport	√	√	√		√
City of Burnet	√	√	√	√	√
City of Fredericksburg	√	√	√	√	√
City of Georgetown	√	√	√		√
City of Granbury	√	√	√	√	√
City of Hutto	√	√	√	√	√
City of Leander	√	√	√	√	√
City of Lockhart	√	√	√	√	√
City of Pflugerville	√	√	√		√
City of Seguin	√	√	√	√	√

Ray Associates, Inc. Benefits Survey

Vacation Leave

Organization	Day After Thanksgiving	Christmas Day	Day Before/ After Christmas	Birthday	Other
City of Bastrop	√	√	√		Texas Independence Day
City of Boerne	√	√	√		Columbus Day
City of Brenham	√	√	√	√	
City of Bridgeport	√	√	√		3 Personal Days
City of Burnet	√	√	√		National Patriot Day OR Columbus Day
City of Fredericksburg	√	√	√		1/2 Day at County Fair
City of Georgetown	√	√	√		
City of Granbury	√	√	√		Columbus Day
City of Hutto	√	√	√		
City of Leander	√	√	√		
City of Lockhart	√	√	√		Personal Holiday or 911 set for Fire personnel
City of Pflugerville	√	√	√		
City of Seguin	√	√	√		Floating Holiday

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CITY OF FREDERICKSBURG HOLIDAY SCHEDULE

2015 HOLIDAY SCHEDULE

JAN 1 (Thurs)	NEW YEARS DAY
APRIL 3 (Fri)	GOOD FRIDAY
MAY 25 (Mon)	MEMORIAL DAY
JUL 3 (Fri)	INDEPENDENCE DAY
AUG 21 (Fri)	FIRST DAY OF FAIR (½ DAY)
SEP 7 (Mon)	LABOR DAY
NOV 11 (Wed)	VETERANS DAY
NOV 26 & 27 (Thu & Fri)	THANKSGIVING
DEC 24 & 25 (Thurs & Fri)	CHRISTMAS

PROPOSED 2016 HOLIDAY SCHEDULE

JAN 1 (Fri)	NEW YEARS DAY
MARCH 25 (Fri)	GOOD FRIDAY
MAY 30 (Mon)	MEMORIAL DAY
JUL 4 (Mon)	INDEPENDENCE DAY
AUG 26 (Fri)	FIRST DAY OF FAIR (½ DAY)
SEP 5 (Mon)	LABOR DAY
NOV 11 (Fri)	VETERANS DAY
NOV 24 & 25 (Thu & Fri)	THANKSGIVING
DEC 23 & 26 (Fri & Mon)	CHRISTMAS

GILLESPIE COUNTY HOLIDAY SCHEDULE

2016 SCHEDULED HOLIDAYS		
NEW YEAR'S DAY	FRIDAY	JANUARY 01, 2016
MARTIN LUTHER KING DAY	MONDAY	JANUARY 18, 2016
PRESIDENTS' DAY	MONDAY	FEBRUARY 15, 2016
GOOD FRIDAY	FRIDAY	March 25, 2016
MEMORIAL DAY (OBSERVED)	MONDAY	MAY 30, 2016
INDEPENDENCE DAY	MONDAY	JULY 04, 2016
GILLESPIE COUNTY FAIR DAY	FRIDAY	AUGUST 26, 2016
LABOR DAY	MONDAY	SEPTEMBER 05, 2016
VETERANS DAY	FRIDAY	NOVEMBER 11, 2016
THANKSGIVING	THURSDAY & FRIDAY	NOVEMBER 24 & 25, 2016
CHRISTMAS	FRIDAY & MONDAY	DECEMBER 23 & 26, 2016
NEW YEAR'S DAY	MONDAY	JANUARY 02, 2017
It is with the approval of Commissions Court, a holiday may be rescheduled for a specific department, when it is considered to be in the best interest of the County and that department.		