



NOTICE OF MEETING OF THE GOVERNING BODY OF THE CITY OF BURNET

Notice is hereby given that a **Regular Council Meeting** will be held by the governing body of the above named City on the **12th day of December, 2017** at **6:00 p.m.** in the Council Chambers, Burnet Municipal Airport, 2402 S. Water, Burnet, at which time the following subjects will be discussed, to-wit:

This notice is posted pursuant to the Texas Government Code, Chapter §551-Open Meetings.

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

PLEDGE TO TEXAS FLAG:

1. 1. PUBLIC RECOGNITION/SPECIAL REPORTS:

1.1) Chamber of Commerce Report

2. CONSENT AGENDA ITEMS:

(All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member, staff member or citizen requests removal of the item from the consent agenda for the purpose of discussion. For removal of an item, a request must be made to the Council when the Consent Agenda is opened for Council Action.)

2.1) Approval of the November 14, 2017 Regular Council Meeting minutes

3. PUBLIC HEARINGS: None.

4. ACTION ITEMS:

4.1) Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MEDIUM COMMERCIAL – DISTRICT C-2 ZONING TO ONE-HALF OF LOT 3, PLOCK 29, PETER KERR PORTION WHICH IS FURTHER DESCRIBED AS 206 W BRIER STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis

4.2) Discuss and consider action: Approve and authorize the City Manager to

execute a Letter of Agreement for the Live Oak Park Revitalization Project: L. Baugh

4.3) Discuss and consider action: Contribution of land located in the 2400 block of FM 963 for use as a recycling and collection facility: D. Vaughn

4.4) Discuss and consider action: Authorize the purchase of new vehicles and equipment for the Public Works Department: G. Courtney

4.5) Discuss and consider action: Approve and authorize the City Manager to sign a contract with LCRA to perform a Visual Inspection on the electrical distribution system: G. Courtney

4.6) Discuss and consider action: Approve and authorize the City Manager to sign a contract with LCRA to perform a System study: G. Courtney

4.7) Discuss and consider action: Approve and authorize the City Manager to sign a contract with LCRA to perform an Infrared Inspection on the electrical distribution system: G. Courtney

4.8) Discuss and consider action: RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED BY THE CITY OF BURNET, TEXAS: D. Vaughn

4.9) Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS AUTHORIZING AND DIRECTING CITY STAFF TO PROCEED WITH THE ANNEXATION OF 1.874 ACRES OF LAND SITUATED IN BURNET COUNTY, TEXAS, OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, THE LEMUEL TAYLOR SURVEY NO. 8, ABSTRACT NO. 800, AND THE SAM HAZLOTT SURVEY NO. 6, ABSTRACT NO. 401, ALSO BEING OUT OF THE OCCUPIED RIGHT-OF-WAY OF BURNET COUNTY ROAD NO. 340-A: E. Milliorn

4.10) Discuss and consider action: Award of the Project F Sewer Line Rehabilitation bid: A. Burdell

4.11) Discuss and consider action: Agreement for architectural services with PGAL for new police department building: D. Vaughn

5. REPORTS:

5.1) Addendum to the City Council Agenda: Department and Committee Reports/Briefings: The City Council may or may not receive a briefing dependent upon activity or change in status regarding the matter. The listing is provided to give notice to the public that a briefing to the Council on any or all subjects may occur.

5.1(E.3) Police Department Stats Report: P. Nelson

6. CONVENE TO EXECUTIVE SESSION

6.1) Executive Session: The Council reserves the right to enter into closed session in accordance with the provision of the Open Meetings Act, Texas Government Code, Chapter 551, Subsection 551.087; Deliberation Regarding Economic Development Negotiations-Entegris: D. Vaughn

The City Council may take action on any of the matters considered in executive session once the City Council reconvenes in open session.

7. RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION:

7.1) Discuss and consider action: Regarding economic development negotiations with Entegris: D. Vaughn

8. REQUESTS FROM COUNCIL FOR FUTURE REPORTS:

9. ADJOURN:

Dated this 8th day, of December, 2017

CITY OF BURNET

CRISTA GOBLE BROMLEY, MAYOR

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the governing body of the above named City, BURNET, is a true and correct copy of said NOTICE and that I posted a true and correct copy of said NOTICE on the bulletin board, in the City Hall of said City, BURNET, TEXAS, a place convenient and readily accessible to the general public at all times, and said NOTICE was posted on December 8, 2017, at or before 5 o'clock p.m. and remained posted continuously for at least 72 hours preceding the scheduled time of said Meeting.

Kelly Dix, City Secretary

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS:

The City Council Chamber is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's office (512.756.6093) at least two working days prior to the meeting. Requests for information may be faxed to the City Secretary at 512.756.8560.

RIGHT TO ENTER INTO EXECUTIVE SESSION:

The City Council for the City of Burnet 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 551.087 (Economic Development).

STATE OF TEXAS {}
COUNTY OF BURNET {}
CITY OF BURNET {}

On this the 14th day of November, 2017, the City Council of the City of Burnet convened in Regular Session, at 6:00 p.m., at the regular meeting place thereof with the following members present, to-wit:

Mayor Crista Goble Bromley
Council Members Danny Lester, Milton Phair, Paul Farmer, Cindia Talamantez, Tres Clinton, Joyce Laudenschlager

City Manager David Vaughn

City Secretary Kelly Dix

Guests: Leslie Baugh, Jonny Simons, Paul Nelson, Gene Courtney, Alan Burdell, Patricia Langford, Connie Maxwell, Mark Lewis, Evan Milliorn, James Wilson, Peggy Simon, Alan Snider, Craig Lindholm

CALL TO ORDER: The meeting was called to order by Mayor Bromley, at 6:00 p.m.

INVOCATION: Council Member Paul Farmer

PLEDGE OF ALLEGIANCE: Council Member Milton Phair

PLEDGE TO TEXAS FLAG: Council Member Milton Phair

PUBLIC RECOGNITION/SPECIAL REPORTS:

Proclamation: National Registered Apprenticeship Week: Mayor Crista Goble Bromley: Mayor Bromley presented the proclamation declaring November 13th-17th National Registered Apprenticeship Week. Public Works Director Gene Courtney updated Council on the City of Burnet electric department apprenticeship program.

CONSENT AGENDA ITEMS:

(All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member, staff member or citizen requests removal of the item from the consent agenda for the purpose of discussion. For removal of an item, a request must be made to the Council when the Consent Agenda is opened for Council Action.)

Approval of the October 24, 2017 Regular Council Meeting minutes

Council Member Tres Clinton moved to approve the consent agenda as presented. Council Member Cindia Talamantez seconded, the motion carried unanimously.

PUBLIC HEARING:

Public Hearing: The City Council will conduct a public hearing regarding a request to rezone one half (½) of Lot 3; Block 29; Peter Kerr Portion which is further described as 206 W. Brier Street, from its present zoning designation of Light Commercial – District C-1, to a designation of Medium Commercial – District C-2: M. Lewis: Mayor Bromley opened the public hearing and invited anyone interested in speaking to approach the podium. There being no one wishing to speak, Mayor Bromley closed the public hearing.

ACTION ITEMS:

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY GRANTING A CONDITIONAL USE PERMIT FOR ERECTION AND OPERATION OF A COMMUNICATION TOWER TO BE LOCATED ON A 1.92 ACRE TRACT LOCATED IN THE JOHN HAMILTON SURVEY NO. 1; ABSTRACT NO. 405 WHICH IS FURTHER DESCRIBED AS 1008 SHERRARD STREET;

ESTABLISHING CONDITIONS FOR SAID PERMIT; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis: Council Member Paul Farmer moved to approve and adopt Ordinance 2017-21 as presented. Council Member Tres Clinton seconded, the motion carried unanimously.

Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING TOWNHOMES –DISTRICT R-2A ZONING TO LOT 1E, AND THE NORTH ONE-HALF (1/2) OF LOT 2, BLOCK 27, VANDERVEER/ALEXANDER S8450, WHICH IS FURTHER DESCRIBED AS BEING 309 E PECAN STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis: Council Member Tres Clinton made a motion to approve and adopt Ordinance No. 2017-23 as presented. Council Member Milton Phair seconded, the motion carried unanimously.

Discuss and consider action: FIRST READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MEDIUM COMMERCIAL – DISTRICT C-2 ZONING TO ONE-HALF OF LOT 3, PLOCK 29, PETER KERR PORTION WHICH IS FURTHER DESCRIBED AS 206 W BRIER STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis: Council Member Joyce Laudenschlager made a motion to approve the first reading of Ordinance No. 2017-24 as presented. Council Member Milton Phair seconded, the motion carried unanimously.

Discuss and consider action: Regarding the Final Plat of Delaware Springs, Section 19, Phase Two: M. Lewis: Council Member Paul Farmer made a motion to approve the final plat of Delaware Springs, Section 19, Phase Two as presented. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: Monthly bulk drop off site instead of bi-annual City Wide Clean Up events: D. Vaughn: Council Member Danny Lester made a motion to approve and proceed with the monthly drop off site for bulk trash. Council Member Tres Clinton seconded, the motion carried unanimously.

Discuss and consider action: Approve an agreement with PST Services, LLC. for Texas Ambulance Supplemental Payment Program: M. Ingram: Council Member Joyce Laudenschlager made a motion to approve the agreement with PST Services, LLC, for the Texas Ambulance Supplemental Payment Program. Council Member Tres Clinton seconded, the motion carried unanimously.

Discuss and consider action: A RESOLUTION OF VOTES CAST BY THE CITY COUNCIL, OF THE CITY OF BURNET, TO ELECT DIRECTORS FOR THE BURNET CENTRAL APPRAISAL DISTRICT FOR THE YEAR 2018-2019: K. Dix: Council Member Danny Lester made a motion to approve Resolution R2017-23 as presented. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

REPORTS:

Addendum to the City Council Agenda: Department and Committee Reports/Briefings: The City Council may or may not receive a briefing dependent upon activity or change in status regarding the matter. The listing is provided to give notice to the public that a briefing to the Council on any or all subjects may occur.

September Financial Report: P. Langford: Director of Finance, Patricia Langford reviewed the year end balances for all funds.

Quarterly School Resource Officer Report: P. Nelson: Police Chief Paul Nelson reviewed the quarterly School Resource Officer Report and expressed that there has been a significant decrease in offenses since the second officer has been added and the coverage of the campuses increased.

Quarterly Municipal Court Report: Judge Simon: Judge Peggy Simon reviewed the quarterly filings of cases and covered some of the legislative updates that are affecting Municipal Courts state wide.

CONVENE TO EXECUTIVE SESSION: Council Member Danny Lester made a motion to convene to executive session at 6:50 p.m. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Executive Session: The Council reserves the right to enter into closed session in accordance with the provision of the Open Meetings Act, Texas Government Code, Chapter 551, Subsection 551.072; Deliberations Regarding Real Property: pertaining to the possible purchase of approximately fifty acres of land owned by Big Leaf Limited, located on the west side of the airport runway: D. Vaughn

Executive Session: The Council reserves the right to enter into closed session in accordance with the provision of the Open Meetings Act, Texas Government Code, Chapter 551, Subsection 551.072; Deliberations Regarding Real Property: pertaining to the Morris property located at 2600 and 2708 North Water Street: D. Vaughn

The City Council may take action on any of the matters considered in executive session once the City Council reconvenes in open session.

RECONVENE TO REGULAR SESSION FOR POSSIBLE ACTION: Council Member Danny Lester made a motion to reconvene to regular session at 7:36 p.m. Council Member Joyce Laudenschlager seconded, the motion carried unanimously.

Discuss and consider action: Possible purchase of approximately fifty acres of land owned by Big Leaf Limited, located on the west side of the airport runway: D. Vaughn: Council Member Milton Phair made a motion directing staff to proceed with negotiations on the approximate fifty acres on the west side of the airport owned by Big Leaf, LTD. Council Member Cindia Talamantez seconded, the motion carried unanimously.

Discuss and consider action: Regarding the Morris property located at 2600 and 2708 North Water: D. Vaughn: No action taken

REQUESTS FROM COUNCIL FOR FUTURE REPORTS: None.

ADJOURN: There being no further business a motion to adjourn was made by Council Member Danny Lester at 7:37 p.m., seconded by Council Member Joyce Laudenschlager. The motion carried unanimously.

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary



Development Services

ITEM 4.1

Mark S. Lewis
Development Services Director
(512)-715-3215
mlewis@cityofburnet.com

Agenda Item Brief

Meeting Date: December 12, 2017

Agenda Item: Discuss and consider action: SECOND AND FINAL READING OF AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MEDIUM COMMERCIAL – DISTRICT C-2 ZONING TO ONE-HALF OF LOT 3, BLOCK 29, PETER KERR PORTION WHICH IS FURTHER DESCRIBED AS 206 W BRIER STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE: M. Lewis

Background: The attached ordinance, if approved by City Council, will assign Medium Commercial – District C-2 zoning to the property described in the above caption.

Information: All necessary precursor actions in the zoning process, including public notice, Planning and Zoning Commission public hearing, and City Council public hearing have been completed. It is appropriate that Council take action on the zone change ordinance at this time.

There have been no changes to the ordinance since the first reading on November 14, 2017.

Fiscal Impact: None

Recommendation: Approve and adopt Ordinance number 2017-24 as presented.

ORDINANCE NO. 2017-24

AN ORDINANCE AMENDING ORDINANCE NO. 2012-06 BY ASSIGNING MEDIUM COMMERCIAL – DISTRICT C-2 ZONING TO ONE-HALF OF LOT 3, BLOCK 29, PETER KERR PORTION WHICH IS FURTHER DESCRIBED AS 206 W BRIER STREET; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, The Planning and Zoning Commission of the City of Burnet, on November 6, 2017, did conduct a public hearing for the purpose of taking public comment regarding the request to rezone one half (½) of Lot 3; Block 29; Peter Kerr Portion which is further described as 206 W. Brier Street, from its present zoning designation of Light Commercial – District C-1, to a designation of Medium Commercial – District C-2; and

WHEREAS, The Planning and Zoning Commission, following its November 6, 2017 Public Hearing, did recommend granting Medium Commercial – District C-2 zoning to said 206 W Brier Street; and

WHEREAS, The City Council of the City of Burnet, on November 14, 2017 did conduct its own public hearing for the purpose of taking public comment regarding the same request to rezone said 206 W. Brier Street, from its present zoning designation of Light Commercial – District C-1, to a designation of Medium Commercial – District C-2; and

WHEREAS, The City Council, based on due consideration of the Planning and Zoning Commission recommendation as well as its own deliberations did find an assignment of Medium Commercial – District C-2 zoning to said 206 W Brier Street to be consistent with the City of Burnet Future Land Use Plan, consistent with development patterns in the surrounding area and consistent with the best public interest of the City;

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

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

Section 2. Zoning Changed. Medium Commercial – District C-2 zoning is hereby assigned to the one half (½) of Lot 3; Block 29; Peter Kerr Portion which is further described as 206 W. Brier Street and identified by the Burnet County Appraisal District as being Property #35536.

Section 3. Repealer. That other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

Section 4. Severability. That should any provisions of this ordinance be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

Section 5. Effective Date. That this ordinance is effective upon final passage and approval.

Section 6. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meeting Act, Chapter. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this 14th day of November 2017.

FINALLY PASSED AND APPROVED on this 12th day of December, 2017.

CITY OF BURNET, TEXAS

Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary



Administration

ITEM 4.2

Leslie Baugh
Admin Support
(512) 715 - 3217
lbaugh@cityofburnet.com

Agenda Item Brief

Meeting Date: December 12, 2017

Agenda Item: Discuss and consider action: Approve and authorize the City Manager to execute a Letter of Agreement for the Live Oak Park Revitalization Project: L. Baugh

Background: As presented to Council in July, the Rotary Club of Burnet established a reserve fund several years ago towards the goal of funding a large project that would impact the community significantly and have chosen to revitalize Live Oak Park

The Club's Board of Directors voted on dedicating \$25,000 toward the Live Oak Park renovation project and has received the approved grant funding from LCRA for matching funds in the same amount giving the city a total of \$50,000 towards the estimated total project cost of \$90,000 - \$100,000.

The Letter of Agreement denotes the distribution of funds and the processes established and agreed upon to proceed with the project.

Fiscal Impact: The City funding for the project is a budgeted item.

Recommendation: Staff requests approval and authorization for the City Manager to execute the Letter of Agreement with the Burnet Rotary Club for the Live Oak Park Revitalization Project.



City Of Burnet

(512) 756-6093
FAX: (512) 756-8560
Email: mail@cityofburnet.com

P.O. Box 1369
Burnet, TX 78611
1001 Buchanan Drive, Suite 4

November 2, 2017

Philip Thurman
Rotary Club of Burnet
P. O. Box 493
Burnet, Texas 78611

Re: Live Oak Park Revitalization Project, Burnet, Texas

LETTER AGREEMENT

Dear Mr. Thurman:

This Letter Agreement (this "Agreement") is made and entered into, by and between the City of Burnet, Texas, a Texas municipal corporation (the "City") and Rotary Club of Burnet (the "Organization"), and sets forth the rights and obligations of the City and the Organization regarding the Live Oak Park Revitalization Project (the "Project"). The City and the Organization are sometimes referred to herein collectively as the "Parties" or individually as a "Party." With regards to the Project the Parties agree as follows:

1. The Project includes the following:
 - (a) installation of a forty feet (40') by sixty feet (60') covered pavilion;
 - (b) resurfacing the existing basketball court;
 - (c) installation of two (2) new basketball goals;
 - (d) installation of a cedar privacy fence
 - (e) installation of a playground shade cover;
 - (f) installation of a new sign;
 - (g) improving three (3) existing light fixtures by installation of light emitting diodes ("LED") upgrades; and
 - (h) installation of two (2) new park benches.

Collectively items (a) through (i) above shall be referred to as "Park Improvements".

2. The City shall be responsible to make the Park Improvements as depicted in the "Live Oak Park Site Plan" attached hereto as Exhibit "A" and the "Live Oak Park Revitalization Project Estimates" attached hereto as Exhibit "B". Exhibits "A" and "B" are incorporated herein for all purposes.

3. The Organization's contribution to the Project shall be FIFTY-THOUSAND AND NO/DOLLARS (\$50,000.00) which consists of funds coming directly from the Organization and funds the Organization received in the form of a Grant from the Lower Colorado River Authority for the development of the Park Improvements. Payment shall be made to the City by the Organization within ten (10) business days of the last date of signature of this Agreement.
4. The City shall be responsible for all Project costs in excess of FIFTY-THOUSAND AND NO/DOLLARS (\$50,000.00).
5. The Project shall be completed by the City by November 30, 2018.
6. Upon completion of the Project, the Park Improvements shall become fixtures of Live Oak Park, a municipal park owned and operated by the City.
7. Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed by both parties.
8. This Agreement shall be construed under the laws of the State of Texas, and is fully performable in Burnet County, Texas. In the event of default by either Party under this Agreement, the non-defaulting Party may seek any and all applicable remedies at law or in equity.
9. Each Party, and the individual signing on behalf of such Party, represents and warrants to the other Party that it has full authority to execute this Agreement and that by doing so this Agreement shall be binding upon such Party without further approvals being needed.
10. Any notice to be given hereunder by any Party to another Party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed or, in the case of personal delivery upon actual delivery. Any notice mailed to the City shall be addressed:

City of Burnet
Attn: City Manager
P.O. Box 1369
Burnet, Texas 78611

Any notice mailed to the Rotary Club of Burnet shall be addressed:

Rotary Club of Burnet
Attn: President
P. O. Box 493
Burnet, Texas 78611

Either Party may designate a different address at any time upon written notice to the other Party.

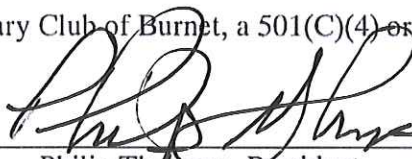
AGREED AND ACCEPTED BY:

City of Burnet, Texas, a Texas municipal corporation

By: _____
David Vaughn, City Manager

Date: _____

Rotary Club of Burnet, a 501(C)(4) organization

By:  _____
Philip Thurman, President

Date: 11/20/17

Approved on behalf of the City and Prepared by:

By:  _____
DNRB&Z P.C.

Date: 11-08-17

Prepared by: Habib H. Erkan, Jr.
Denton Navarro Rocha Bernal & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212-4685
Telephone: (210) 227-3243

EXHIBIT "A"
Live Oak Park Site Plan











	40 x 60 Covered Pavilion		Basketball Court Resurface		Cedar Privacy Fence		Playground Shade Cover
	LED Upgrades		New Basketball Goals		New Sign		New Park Benches

EXHIBIT "B"
Live Oak Park Revitalization Project Estimates

Live Oak Park Revitalization Project Estimates

Item	Estimate
40 x 60 Pavilion	
Pavilion Concrete	\$25,000.00
Pavilion Metal	\$10,980.00
Pavilion Erection	\$16,800
LED Upgrades	\$1,811.80
Basketball Court Resurface	\$8,500.00
Basketball Goals (2)	\$1,356.88
Cedar Privacy Fence	\$4,650.00
Sign	\$6,000
Playground Shade Cover	\$15,000
Table/Benches (2)	\$1,559.98
Total:	\$91,658.66



City Manager

ITEM 4.3

David Vaughn
City Manager
(512) 715 - 3208
dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date: December 12, 2017

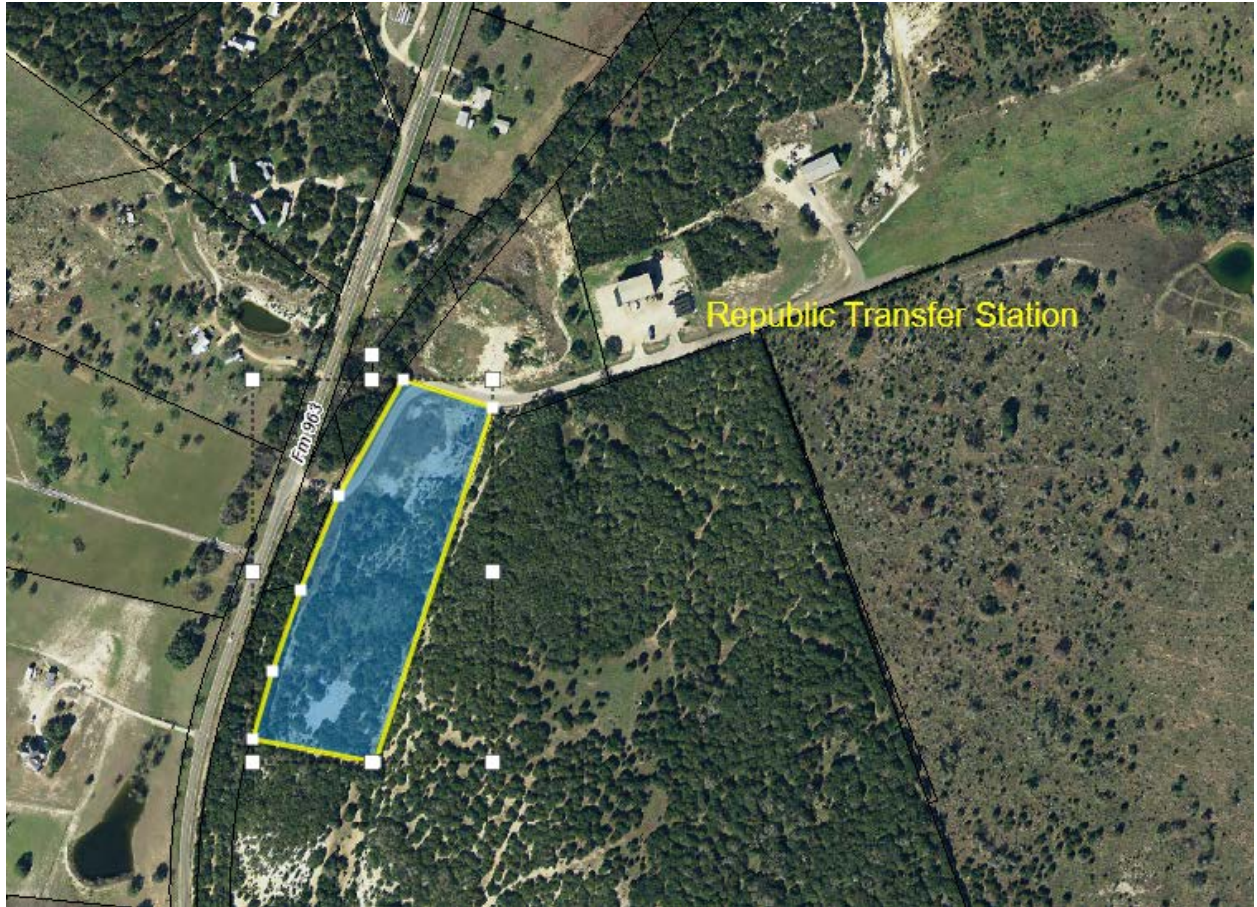
Agenda Item: Discuss and consider action: Contribution of land located in the 2400 block of FM 963 for use as a recycling and collection facility: D. Vaughn

Background:

Information: Burnet County is looking at several locations throughout the county for a recycling and collection facility. One of the locations under consideration is an approximately 9 acre tract owned by the City, which is next to the old landfill and current Republic Transfer Station. The County is requesting this property to be donated by the City, which will be used as matching funds for a CAPCOG grant to build a permanent facility.

Fiscal Impact: The City would be responsible for removal of several steel tanks that are currently located on the property.

Recommendation: Staff recommends a motion to approve conveyance of the property to Burnet County.





Brian Grabow
Texas Sales
4101 W. Green Oaks #305
Box 549
Arlington, Tx 76016
www.gpmequip.com

December 5, 2017

City of Burnet
Allen Burdell

Mr. Burdell,

I am pleased to quote you the following 2017 Sewer Equipment Company of America trailer mounted sewer Cleaner Model 545. This unit is a trailer mounted sewer cleaner running high pressure water jet designed for the removal of sand, dirt, grease, detergents, other materials normally found in grease traps, storm drains, laterals and sanitary pipes.

Engine/Pump:

2.5L Ford Engine
water cooled
FE Meyers 40 gpm @ 2000 psi
Lighted NEMA 4 control panel
Auto Shutdown (for high engine
temp/low oil pressure)
Air Purge Valve
Recirculation System
Non-Shrouded Design

Accessories:

10' Leader Hose
BB Hose Guide
Upstream Pulley Guide
One (1) 15 degree nozzle, one (1) 35 degree nozzle
Finned Nozzle extension
Nozzle Rack

Your Price is **\$ 55,708.00** includes shipping.

* Please make PO out to Sewer Equipment

Tank & Fill:

700 gal. black Super-Poly water tank
2.5" Fill System

Trailer:

Tandem Axles 14,000 GVWR
Electric brakes, 2-5/16 ball hitch
D.O.T. LED Lighting

Hose Reel & Hose:

Rotating Safety Reel
with 600' 3/4" hose

Options:

Footage Meter
2 1/2 fill hose system
Fill hose Storage
LED Beacon
(2) Steel toolboxes
Upgrade to Caterpillar Diesel engine 60 HP
Automatic Levelwind w/Hydraulic up/down
Washdown System w/gun and 25' of Hose

Sincerely,

Brian Grabow
GPM Equipment Solutions





Brian Grabow
Texas Sales
4101 W. Green Oaks #305
Box 549
Arlington, Tx 76016
www.gpmequip.com

December 11, 2017

City of Burnet
Allen Burdell

Mr. Burdell,

I am pleased to quote you the following 2017 Sewer Equipment Company of America trailer mounted sewer Cleaner Model 545. This unit is a trailer mounted sewer cleaner running high pressure water jet designed for the removal of sand, dirt, grease, detergents, other materials normally found in grease traps, storm drains, laterals and sanitary pipes.

Engine/Pump:

2.5L Ford Engine
water cooled
FE Meyers 40 gpm @ 2000 psi
Lighted NEMA 4 control panel
Auto Shutdown (for high engine
temp/low oil pressure)
Air Purge Valve
Recirculation System
Non-Shrouded Design

Accessories:

10' Leader Hose
BB Hose Guide
Upstream Pulley Guide
One (1) 15 degree nozzle, one (1) 35 degree nozzle
Finned Nozzle extension
Nozzle Rack

Your Price is **\$ 55,708.00** includes shipping.

* Please make PO out to Sewer Equipment

Tank & Fill:

700 gal. black Super-Poly water tank
2.5" Fill System

Trailer:

Tandem Axles 14,000 GVWR
Electric brakes, 2-5/16 ball hitch
D.O.T. LED Lighting

Hose Reel & Hose:

Rotating Safety Reel
with 600' 3/4" hose

Options:

Footage Meter
2 1/2 fill hose system
Fill hose Storage
LED Beacon
(2) Steel toolboxes
Upgrade to Caterpillar Diesel engine 60 HP
Automatic Levelwind w/Hydraulic up/down
Washdown System w/gun and 25' of Hose

Sincerely,

Brian Grabow
GPM Equipment Solutions



QUOTE# 00B-Q68714

CONTRACT PRICING WORKSHEET

End User: CITY OF BURNET	Contractor: CALDWELL COUNTRY
Contact Name: ALAN BURDELL	CALDWELL COUNTRY
Email: ABURDELL@CITYOFBURNET.COM	Prepared By: Averyt Knapp
Phone #: 512-756-2402 830-798-3978 -C	Email: aknapp@caldwellcountry.com
Fax #: 512-756-0423	Phone #: 979-567-6116
Location City & State: BURNET, TX	Fax #: 979-567-0853
Date Prepared: AUGUST 14, 2017	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872

Product Description: 2018 CHEVROLET 3500HD SILVERADO 4X2 REGULAR CAB CC35903

A Base Price & Options: \$37,645

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-REGULAR CAB, 56" CAB TO AXLE, 10,400#GVWR-SINGLE REAR WHEEL, 6.0L-V8 GAS, 6-SPD AUTOMATIC, 4.10 LOCKING REAR AXLE DIFFERENTIAL, FULL SIZE SPARE TIRE AND WHEEL, 40-20-40 VINYL SEATS, FULL RUBBER FLOOR, AMFM-STEREO MYLINK W/BLEETOOTH, TILT, CRUISE, POWER DOOR LOCKS, POWER WINDOWS, POWER TRAILER TOW MIRRORS, KEYLESS ENTRY, OEM INTEGRATED TRAILER BRAKE CONTROLLER, 9' KNAPHEIDE #696J1, STANDARD SERVICE BODY, MASTER LOCK COMPARTMENT LOCKS, LED COMPARTMENT LIGHTING W/SINGLE DASH SWITCH, 3 COMPARTMENTS PER SIDE, 14.6" DEEP COMPARTMENTS, STANDARD SHELVING AND DIVIDERS, 49" WIDE FLOOR, 4-EA. B-38 BOLT ON D-RINGS MOUNTED CLOSE TO SIDE WALLS 2-6": FROM FRONT BULKHEAD AND 2-6" FROM TAILGATE, LIGHTS,	INCL			

	REFLECTORS, FULL CARGO AREA SPRAY LINER TO INCLUDE COMPARTMENT TOPS, TAILGATE AND TAILGATE TOP EDGE, 8" STEEL TREADPLATE BUMPER, VISE MOUNT W/6" MECH VISE MOUNTED CURBSIDE REAR BUMPER, PAINT BODY OUTSDIE WHITE, WEATHERGUARD 1225 OH RACK, CLASS V REAR HITCH W-7 WAY PLUG, FACTORY 5F9 BACK UP CAMERA (VIEW IN OEM MYLINK RADIO)				
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)					\$37,645
Quantity Ordered					1
Subtotal E					\$37,645
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD					\$400
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$38,045
Estimated Delivery Date:				120-150 DAYS APPX	

QUOTE# 00A-Q69712

CONTRACT PRICING WORKSHEET

End User: CITY OF BURNET		Contractor: ROCKDALE COUNTRY FORD			
Contact Name: JONNY SIMONS		CALDWELL COUNTRY			
Email: JSIMONS@CITYOFBURNET.COM		Prepared By: Averyt Knapp			
Phone #: 512-756-2402 830-743-7597 -CELL		Email: aknapp@caldwellcountry.com			
Fax #:		Phone #: 979-567-6116			
Location City & State: BURNET, TX		Fax #: 979-567-0853			
Date Prepared: OCTOBER 23, 2017		Address: P. O. Box 72, Rockdale, Texas 76567			
Contract Number: BUY BOARD #521-16		Tax ID # 27-3037856			
Product Description: 2017 FORD CHASSIS R5P					
A Base Price & Options:			\$55,218		
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	4X2-CREW CAB, 16,500#GVWR, DUAL REAR WHEEL, 84"CA, 6.7L-DIESEL, 6-SPD AUTOMATIC, 4.10 LIMITED SLIP REAR AXLE, AIR CONDITION, AMFM-STEREO, 40-20- 40 VINYL SEAT, FULL RUBBER FLOOR, POWER WINDOWS, POWER LOCKS, POWER TOW MIRRORS, KEYLESS ENTRY, FULL SIZE SPARE TIRE & WHEEL, OEM INTEGRATED TRAILER BRAKE CONTROLLER, DAYTIME RUNNING LIGHTS, 11' KNAPHEIDE 6132D54J STANDARD SERVICE BODY, 4 COMPARTMENTS PER SIDE, 20" DEEP COMPARTMENTS, STANDARD SHELIVING AND DIVIDERS, 8" STEEL TREADPLATE BUMPER, RKI WG54 WHITE LOUVERED HEADACHE RACK, LIGHTS, REFLECTORS, PALIN MUD FLAPS, PAINT OUTSIDE WHITE TO MATCH CAB, CLASS V REAR HITCH W/7-WAY PLUG, OEM REAR VIEW CAMERA & PREP KIT W/INSTALL	INCL			
	FORD WARRANTY 5YR/60,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY	

				PO BOX 27	
				CALDWELL, TEXAS 77836	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost
Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)					\$55,218
Quantity Ordered					1
Subtotal E					\$55,218
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD					\$400
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$55,618
				Estimated Delivery Date:	150-165 DAYS APPX



13250 Lookout Road
San Antonio, Tx
Phone (210) 657-3511

Quote Only


Date: 08/10/17
Quotation# SA13-1011
Quote Expires: 09/09/17

Quoted To: City of Burnet
Attention: Gene Courtney

Model	Description	List Price	Sale Price	Quantity	Extended
934729	Hustler Super 104 Wide area Zero Turn Vanguard Big Block (36hp), 104" WOC	\$ 29,000.00	\$ 21,750.00	3	\$ 65,250.00
CT	Cool Top Canopy	\$ 975.00	\$ 877.50	3	\$ 2,632.50
					\$ 67,882.50
	Trade-Ins				-\$6,500.00
	Ferris IS 5100Z				
	Ferris IS 2500Z				\$61,382.50

Thank you for the opportunity to provide the enclosed price quotation. After your review, and should you have any questions, please feel free to contact me. I look forward to servicing your professional turfcare needs.

PRICING:	Texas Buy Board Contract 529-17
F.O.B.:	Destination
TAXES:	Quoted price does not include applicable sales and/or use taxes.
DELIVERY:	20 Days ARO
TERMS:	Per Lease Agreement
WARRANTY:	<u>Manufacturers' Stated</u>



Cordially,

Proposal Acceptance:

Larry Snody

Territory Manager
512-993-9267

Printed Name

Date



Public Works Department

ITEM 4.4

Gene Courtney
Director of Public Works
(512)-756-2402
gcourtney@cityofburnet.com

Agenda Item Brief

December 12, 2017

- Agenda Item:** Discuss and consider action: Authorize the purchase of new vehicles and equipment for the Public Works: G. Courtney
- Background:** The City Council previously approved the purchase of two new work trucks and a new jet trailer for the street and water depts.
- Information:** During the 17/18 budget process council approved the purchase of (2) Hustler Super 104 lawn mowers for the parks departments. (1) one-ton four door Chevy service truck with utility bed for the water department. Also (1) Sewer jet machine trailer for the sewer department, and (1) F-450 four door work truck with utility bed for the street department. These will be self-funded from each of those departments.
- Fiscal Impact:**
- Water Department- \$38,045
 - Sewer Department- \$55,708
 - Street Department- \$55,218
 - Parks Department- \$45,010
- Recommendation:** Staff recommends authorizing the purchase of the trucks and equipment for the public works department.



Electric Department

ITEM 4.5

Gene Courtney
Director Of Public Works
(512)-756-2402
gcourtney@cityofburnet.com

Agenda Item Brief

Meeting Date:	December 12, 2017
Agenda Item:	Discuss and consider action: Approve and authorize City Manager to sign a contract with LCRA to perform a Visual Inspection on the electrical distribution system: G. Courtney
Background:	For the past 10 to 20 years the City has contracted their visual inspection study with LCRA. Due to the long partnership LCRA has archived a tremendous amount of historical data on the city electric grid and provide us proven product that we can use moving forward.
Information:	The purpose of the visual inspection is to review the structural integrity of the distribution system. The study will show us all the structural deficiencies and give the city a path to correct those deficiencies.
Fiscal Impact:	\$59,300 over 48 months. The monthly payment will be \$1,235.42. The payment for the study is generated by revenue received from the electric billing and would equate would equate to (.0002) 2 hundredths of a cent per kilowatt hour
Recommendation:	A motion to approve and authorize the City Manager to execute a four year contract with LCRA conducting a visual inspection.

LCRA CUSTOMER SERVICES CONTRACT

(Form TS400 rev.12-21-07)

CUSTOMER: City of Burnet
P.O. Box 1369
Burnet, Texas 78611
Gene Courtney

PROJECT: Visual Inspection Agreement**DATE SUBMITTED:** November 01, 2017**SCOPE OF SERVICES:**

Perform an visual inspection of the City of Burnet's electric distribution system per the attached scope of services. The total contract amount of \$59,300 will be divided out over 48 months and will be added to the City's monthly power billing. The first billing will appear on the June 1, 2018 power bill. The 48th payment will appear on the May 1, 2022 power billing. The monthly amount is \$1235.42/month.

SCHEDULE:**Targeted Completion Date:**Sunday, May 01, 2022**Begins:** Starts: TBD, the work can begin anytime after contract signing.**Completion:** This agreement will end on May 1, 2022.**CONTRACT TYPE & PRICE:****Type:** Independent Contract

Visual Inspection Cost: \$1,235.42 per month for 48 months
--

Billing Method: Power Billing

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this contract.

City of Burnet**Lower Colorado River Authority****By:** _____**By:** _____

Stuart Nelson

Title: _____**Title:** Sr VP, Transmisison Business Development**Date:** _____**Date:** November 1, 2017**OFFICE USE ONLY****Job Description:** City of Burnet Visual Inspection**Account:** 0**Approved By:** _____**LCRA Work Order:** _____**Actual Completion Date:** _____**Assigned Contract Agent:** Stuart Nelson**Assigned Contract Administrator:** Bill Jerram



**Statement of Work for
Surveying and Mapping Services**
ELECTRICAL SYSTEM VISUAL INSPECTION SERVICES
August 2017

GENERAL DESCRIPTION

Lower Colorado River Authority will provide Mapping services for visual inspection of the distribution system. Data acquisition in the field and data compilation and mapping in the office will be performed by LCRA employees.

SCOPE OF WORK

LCRA Survey crew will inspect the distribution system and make record of the size, type, general location, and general condition of each element, both overhead and underground, in the system. The elements inspected will include; poles, lines, transformers, pad mount transformers, regulators, capacitors, switches, air break switches, fuse cutouts, street lights, and reclosers. Necessary vegetation management areas will be identified. LCRA Survey technician will transfer the field data onto basemaps with attribute information for all elements mapped. Each mapset will be dated and stored for each inspection cycle to provide a unique and historic record as time progresses. The services provided are not intended to be a statement of serviceability of any particular element in the distribution system.

DELIVERABLES

- Base map showing city streets and the system at the Primary and Secondary Circuit level
- Each element located graphically:
 - Elements or items include: poles, lines, transformers, pad mount transformers, regulators, capacitors, switches, air break switches, fuse cutouts, street lights, and reclosers.
- Deficiencies will be noted in the map symbology and by report.
- The report will include deficiencies and quantities, a deficiency legend, inspection notes and photos and areas of vegetation management.
- Maps and reports will be delivered in hard copy and electronic media (.pdf).
- ArcInfo shapefiles will be made available upon request.

LCRA will provide:

Staff, tools, and materials necessary to perform the outlined work and create the noted deliverables.



Electric Department

ITEM 4.6

Gene Courtney
Director of Public Works
(512)-756-2402
gcourtney@cityofburnet.com

Agenda Item Brief

Meeting Date:	December 12, 2017
Agenda Item:	Discuss and consider action: Approve and authorize City Manager to sign a contract with LCRA to perform a System study: G. Courtney
Background:	For the past 10 to 20 years the City has contracted their system study planning and design with LCRA. Due to the long partnership LCRA has archived a tremendous amount of historical data on the city electric grid and provide us proven product that we can use moving forward.
Information:	The purpose of the system study is to review how the system currently operates. The study will show us all the operational deficiencies and give the city a path to correct those deficiencies. Through projections the study will also give us a path and guide us into preparing for the current and future growth.
Fiscal Impact:	\$56,250.00 over 60 months. The monthly payment will be \$937.50. The payment for the study is generated by revenue received from the electric billing and would equate to (.0001) 100 th of a cent per kilowatt hour
Recommendation:	A motion to approve and authorize the City Manager to enter into a 60 month contract with LCRA to conduct a system study.

LCRA CUSTOMER SERVICES CONTRACT

(Form TS400 rev.10/29/2012)

CUSTOMER: City of Burnet
P.O. box 1369
Burnet, Texas 78611
Attn: Gene Courtney

PROJECT: 5-Year Engineering System Study**DATE SUBMITTED:** November 15, 2017**SCOPE OF SERVICES:**

Provide an Electric Distribution Study per the attached Scope (Engineering Services Agreement). The purpose of this study is to identify large electric system improvements required over the five-year study period. The monthly amount added to the City's power bill will be \$937.50. The first billing will start January 1, 2018. The last payment will be December 1, 2022 (60 payments).

SCHEDULE:

Begins: LCRA will provide one Electric Distribution Study between the time frame January 1, 2018 to December 1, 2022. Schedule to be determined.

Completion: LCRA will provide one Electric Distribution Study between the time frame January 1, 2018 to December 1, 2022. Schedule to be determined.

CONTRACT TYPE & PRICE:**Type:** Independent Contract**Total Cost:** \$56,250.00**Billing Method:** Power Billing

(Please note that if this is an independent contract, terms and conditions should be attached.)

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this contract.

City of Burnet**Lower Colorado River Authority**

By: _____

By: _____

Title: _____

Title: Kristian Koellner
Director, Transmission Planning, Transmisison Services

Date: _____

Date: November 15, 2017**OFFICE USE ONLY**Job Description: Engineering System Analysis (ESA)

Account: _____

LCRA Work Order: _____

Approved By: _____

Estimated Completion Date: _____

Actual Completion Date: _____

Assigned Contract Agent: Kristian KoellnerAssigned Contract Administrator: Bill Jerram

ENGINEERING SERVICES AGREEMENT

I. Technical Requirements

LCRA shall provide the following engineering services to Customer:

- a. Verify and/or gather field information needed to construct a computer model of the primary electric system including:
 - i. Location of substation(s) that supply the Customer's distribution system.
 - ii. Location of distribution poles.
 - iii. Location of primary overhead and underground distribution conductors including the following:
 1. Conductor construction design type
 2. Conductor type per phase, including neutral
 3. Conductor phasing
 4. Conductor span measured from each section (pole to pole)
 - iv. Location of air break switches (including type and current rating), disconnect switches (including type and current rating), line breakers / reclosers / sectionalizers (including type, current rating and controller information), and line regulators (including current and kVA rating).
 - v. Location of capacitor banks to include size (kVAR rating), phasing, status (open / closed), and capacitor bank controller type if installed.
 - vi. Location of fuse cut-outs (including rating); status of fuse cut-out (open or closed); and size and type of fuse if identifiable from the ground or data is available from customer.
 - vii. Location of distribution transformers, transformer phasing and transformer kVA rating.
- b. Produce or update the computer models for the Customer's distribution system.
- c. Evaluate the adequacy of existing system to meet anticipated demand levels over a five-year horizon, by applying the distribution system planning criteria to:
 - i. Identify overloaded line sections
 - ii. Identify excessive system losses
 - iii. Identify excessive voltage drops
- d. Conduct a study of distribution system improvement needs to meet anticipated demand levels over a five-year horizon, by applying the distribution system planning criteria to:
 - i. Optimize the performance of the system by balancing the load among power transformers, feeders and phases (where phase current data is available)
 - ii. Evaluate need for reconductoring existing circuits
 - iii. Evaluate need for constructing new distribution circuits
 - iv. Evaluate substation capacity requirements
 - v. Examine location and status of all air break or disconnect switches
 - vi. Evaluate system capacitor banks needs for reduction of system losses and correcting system power factor, including leading power factor conditions.

ENGINEERING SERVICES AGREEMENT

- vii. Provide up to ten (10) additional fault rating values per year from the distribution system as per Customer request.
- e. Conduct Contingency Analysis in terms of a planned or unplanned outage of a distribution feeder, breaker, or power transformer (where applicable), and by applying the distribution system planning criteria, determine and recommend system improvement projects necessary to improve system reliability.
- f. Conduct Arc Flash Analysis:
 - i. The results of this analysis will assist the Customer in determining its arc flash requirements at selected locations
 - ii. Perform arc flash analysis at the locations selected by the Customer.
 - iii. No more than ten (10) locations may be selected.
 - iv. The arc flash analysis results shall include:
 - 1. Clearance distances
 - 2. Fault current
 - 3. Energy
 - 4. Hazard level and the corresponding voltages to which the qualified person will be exposed.
 - v. Arc flash labeling is the responsibility of the Customer, as specified in NESC 2012-410 A3 but labeling may be provided by LCRA at an added cost.
- g. Perform the following distribution system protection analysis:
 - i. Verify that the maximum interrupting rating for all distribution feeder breakers and downstream reclosers are adequately rated to withstand the maximum available fault current using the latest ERCOT short circuit case.
 - ii. Verify that the continuous rating of all feeder breakers are adequately rated so that the feeder breakers' continuous rating will not be exceeded for any non-fault conditions including contingency analysis.
 - iii. For all distribution feeder breaker relays and downstream reclosers perform the following analysis:
 - Verify that the phase and ground overcurrent pickup settings will not be exceeded for any non-fault conditions including contingency analysis and are also set sensitively enough to detect faults at the end of the feeder.
 - Verify coordination with upstream (transformer protection) and downstream devices (reclosers, largest / nearest fuse(s), etc.).
 - Determine if the existing settings have performed in a manner that the Customer expects (fuse saving vs. a fuse sacrificing scheme, any misoperations, etc.).
 - iv. Evaluate the need for any new downstream reclosers, and if a recloser is warranted provide basic coordination settings and verify coordination with upstream and downstream devices.
 - v. Document substation outages over the last 5 year period.

ENGINEERING SERVICES AGREEMENT

- h. Based upon the findings of items b through f above, develop a list of Recommend Capital Improvement Projects and budgetary project cost estimates.
- i. Update Maps and Electric System Model as information is provided by field crews and the Customer during the study.

Information to be provided by the Customer includes but is not limited to the following:

- a. Any Customer-specific distribution system planning criteria
- b. Ten-year load forecast
- c. Load profile results per feeder via relays or load loggers, if available
- d. Mapping data that has changed since data collection
- e. Rate class kWh sales data, if available
- f. Capacitor bank(s) status during peak electrical loading and load profile, if available
- g. Capacitor bank controller settings
- h. Arc flash analysis supporting data
 - a. Distribution transformer nameplate and fuse size/type
- i. Protective device nameplate information for distribution feeder breaker and downstream reclosers
- j. Existing relay and controller details:
 - a. Distribution feeder breaker relay settings, manufacturer, and part number
 - b. Downstream recloser controller settings and controller type
 - c. Event files (if available)
- k. For the largest fuse downstream of each distribution feeder breaker and the largest fuse downstream of each downstream recloser:
 - a. Location of fuse (intersecting streets)
 - b. Fuse type
 - c. Fuse size
- l. If available, provide any history of outages caused by feeder breaker trips, recloser trips, or lateral tap fuses operating.

II. **Deliverable**

This agreement provides for one primary Deliverable by LCRA, which shall be provided to Customer as a bound printed copy and an electronic copy (.pdf file) sent via email.

- a. An Electric Distribution System Study ("Plan"). The Plan shall include tables, charts, maps, and explanatory text. At a minimum, the following items shall be included with the Plan:
 - i. Existing Circuit Diagram - color coded by circuit
 - ii. Existing Conductor Diagram - color coded by primary conductor
 - iii. Five Year Work Plan Diagram - all improvement projects color-coded by recommended year
 - iv. Existing and Proposed Fusing Diagram
 - v. Fault Duty Maps: three-phase and phase to ground with associated table

ENGINEERING SERVICES AGREEMENT

- vi. Relay / fuse / recloser coordination curves and summary of proposed changes where applicable
- b. In addition to the Plan described in item a. above, LCRA shall conduct an annual review of the load power factor and, where required, provide interim recommendations for meeting the ERCOT load power factor requirement. This power factor review shall be conducted by LCRA once per year during the annual load forecast data collection period.
- c. This agreement does not include engineering advice on technical problems that may arise during operation, construction, or addition of new electric loads. For this engineering support or support on inspection, maintenance, and construction methods and/or procedures, LCRA and Customer may enter into a separate agreement.
- d. This agreement does not include project implementation costs.
- e. This agreement does not include NERC or ERCOT compliance related matters, such as retention of objective evidence.

LCRA specifically acknowledges and agrees that the Customer requires the Deliverable information described herein to meet five (5) year demand levels and that the provision of the Deliverable to the Customer is time-sensitive. Accordingly, LCRA agrees that the Deliverable shall be provided to the Customer no later than sixty (60) months after execution of this Agreement.

III. **Confidential Work Product**

Software, data, computer models, maps, graphical products and other products used to produce the Deliverable under this Agreement have been developed by LCRA at considerable expense, and shall be considered competitive, proprietary information belonging to LCRA. Customer has the right to request certain data from LCRA and LCRA has the obligation to provide certain data (or equivalent); however, at LCRA's discretion, certain data, if related to LCRA's products or materials which were used to produce the Deliverables, will be kept as proprietary information belonging to LCRA and not distributed to any Customer. The Deliverable, and all related information described herein, to be provided to the Customer pursuant to the terms of this Agreement, shall be the property of the Customer and the Customer, in its sole discretion, may use, copy or distribute the Deliverable.

ENGINEERING SERVICES AGREEMENT

CONTRACT TERMS AND CONDITIONS

(Monthly Power Billing Method)

This Customer Services Contract (Form TS400) is subject to the following terms and conditions:

1. The LCRA shall perform all engineering work under the supervision of a Texas licensed professional engineer and in accordance with industry standards and the National Electric Safety Code. All material shall meet or exceed the minimum requirements of the LCRA and RUS specifications. The LCRA shall not be responsible for equipment malfunctions due to system disturbances, lightning, or other abnormal causes.
2. The contract term for this Agreement shall be five (5) years, however, LCRA shall be required to provide the Deliverable, and all related information described herein to complete the system improvement study, to the Customer within sixty (60) months after execution of this Agreement. In the event the LCRA fails to produce any portion (or a de minimis portion, as determined by the Customer) of the Deliverable to the Customer within twenty (20) months after execution of this Agreement, the Customer shall have the absolute right to terminate the Agreement with no obligation to reimburse LCRA any costs or expenses, and LCRA shall be required to reimburse the Customer all payments received by LCRA. The agreement will be reviewed at the end of the 5-year period. Information and new contracts will be provided to the customers prior to the renewal date. Except as stated above, if Customer, in its sole discretion, elects to terminate this agreement, Customer shall reimburse LCRA actual costs plus appropriate overhead expended by LCRA on behalf of Customer; however, if the Plan has been completed by LCRA and provided to the Customer, the Customer will be obligated to pay the entire amount (monthly amount times 60 months) of the Plan. If LCRA, in its sole discretion, terminates the contract prior to the study being completed and provided to the Customer, LCRA shall reimburse the Customer all payments received by LCRA.

This amount (contract amount divided by 60 months) will be included in the monthly power bill as shown on the front page.

3. THE LCRA SHALL INDEMNIFY AND HOLD CUSTOMER HARMLESS FROM ANY AND ALL CLAIMS, JUDGMENTS, LOSSES, DAMAGES, AND COST RESULTING FROM THE INJURY OR DEATH OF ANY PERSON AND FOR DAMAGES TO ANY PROPERTY THAT OCCURS DURING THE LCRA'S ON-SITE PERFORMANCE OF THE WORK TO THE EXTENT THAT THE INJURY, DEATH, OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF THE LCRA EMPLOYEES TO THE EXTENT PERMITTED BY APPLICABLE LAW. TO THE EXTENT ALLOWED BY LAW, CUSTOMER SHALL SIMILARLY INDEMNIFY THE LCRA WITH RESPECT TO NEGLIGENCE OF CUSTOMER'S EMPLOYEES AND/OR CONTRACTOR(S). LCRA AND THE CUSTOMER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN.

ENGINEERING SERVICES AGREEMENT

4. Changes in Scope of Services may be made only by a written change order signed by representatives of Customer and the LCRA. Verbal change orders shall not be given nor accepted, except in case of an emergency which endangers people or property and such order shall be followed up with a written confirmation as soon as practicable.

5. There are no third party beneficiaries to this Contract and the provisions of this Contract shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the Parties and their permitted successors and permitted assigns.

6. (a). Labor and Services. LCRA shall perform all engineering services in accordance with acceptable industry practice and in a good workmanlike manner, suitable for the proposed usage of the Customer's equipment to be improved or installed or services performed and in full accordance with all installation instructions and requirements of the equipment manufacturer and supplier. Should any of the engineering services of LCRA described in this agreement prove to be inadequate, inaccurate, or unsatisfactory through human error, omission, or otherwise, it shall be LCRA's sole responsibility and liability to perform corrective engineering services.

Corrective services required prior to acceptance of the Plan shall be performed by LCRA at LCRA's sole cost and expense, including the repair or replacement of equipment damaged by LCRA's actions or as a result of errors, omissions or deficiencies in the Plan. Corrective services required after acceptance of the Plan shall be performed by LCRA without charge to the Customer, provided the Customer requests corrective services, in writing, within five (5) years after execution of the Agreement. LCRA shall be liable for all labor costs necessary to correct errors, omissions, or deficiencies in the Plan, or as a result of improper system improvements engineered by LCRA, during the five (5) year term of the Agreement.

(b). Manufacturer's Warranties. LCRA shall assign to Customer, as the end-user, any applicable equipment or supply warranties provided by the LCRA's vendors. All warranty documentation shall be furnished to the Customer before the Plan is accepted. LCRA will be fully responsible for any error, omission or deficiency in its work which reduces the validity of duration of any manufacturer warranty. The warranty and the remedies for any breach contained herein are exclusive and they are given and accepted in lieu of any implied warranties, including warranties of merchantability, fitness for a particular purpose, or good and workmanlike performance, and any obligation, liability, right, claim or remedy at law or in equity arising out of any breach of such warranties, whether such warranties arise under contract, tort, strict liability, statute or any other legal or equitable theory or principle including negligence, gross negligence, or willful misconduct.

7. This Contract together represents and contains the entire agreement and understanding between the Parties with respect to the subject matter of this Contract and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings. No representations, warranty, condition, understanding or agreement of any kind with respect to the subject matter of this Contract shall be relied upon by the Parties unless incorporated into this Contract. This Contract may not be amended or modified except by a writing executed both

ENGINEERING SERVICES AGREEMENT

by an authorized representative of the LCRA and by an authorized representative of the Customer.

Last revised: 3/30/2017

LCRA CUSTOMER SERVICES CONTRACT

(Form TS400 rev.12-21-07)

CUSTOMER: City of Burnet
P.O. Box 1369
Burnet, Texas 78611
Gene Courtney**PROJECT:** Infrared Inspection Agreement**DATE SUBMITTED:** November 01, 2017**SCOPE OF SERVICES:**

Perform an infrared inspection of the City of Burnet's electric distribution system per the attached scope of services. The total contract amount of \$26,700 will be divided out over 48 months and will be added to the City's monthly power billing. The first billing will appear on the June 1, 2018 power bill. The 48th payment will appear on the May 1, 2022 power billing. The monthly amount is \$556.25/month.

SCHEDULE:**Targeted Completion Date:**

Sunday, May 01, 2022

Begins: Starts: TBD, the work can begin anytime after contract signing.**Completion:** This agreement will end on May 1, 2022.**CONTRACT TYPE & PRICE:****Type:** Independent Contract**Infrared Inspection****Cost:** \$556.25 per month
for 48 months**Billing Method:** Power Billing

Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this contract.

City of Burnet**Lower Colorado River Authority****By:** _____**By:** _____**Title:** _____**Title:** Stuart Nelson
Sr VP, Transmisison Business Development**Date:** _____**Date:** November 1, 2017**OFFICE USE ONLY****Job Description:** City of Burnet Infrared Inspection**Account:** 0**Approved By:** _____**LCRA Work Order:** _____**Actual Completion Date:** _____**Assigned Contract Agent:** Stuart Nelson**Assigned Contract Administrator:** Bill Jerram



**Statement of Work for
Surveying and Mapping Services**
ELECTRICAL SYSTEM INFRARED INSPECTION SERVICES
August 2017

GENERAL DESCRIPTION

Lower Colorado River Authority will provide Surveying and Mapping services for infrared (IR) inspection of the distribution system. Data acquisition in the field and data compilation and mapping in the office will be performed by LCRA employees.

SCOPE OF WORK

LCRA Survey crew will inspect the distribution system and make record of those system elements that appear to show excess heat. The elements inspected will include; line connection points, transformers, pad mount transformers, regulators, capacitors, switches, air break switches, fuse cutouts, and reclosers. LCRA Survey technician will transfer the field data onto basemaps with attribute information for the elements mapped. Each mapset will be dated and stored for each inspection cycle to provide a unique and historic record as time progresses. The services provided are not intended to be a statement of serviceability of any particular element in the distribution system.

DELIVERABLES

- Base map showing city streets and the system at the Primary and Secondary Circuit level and the substation(s)
- Each element located graphically:
 - Elements or items include: transformers, pad mount transformers, regulators, capacitors, switches, air break switches, fuse cutouts, and reclosers.
- Deficiencies will be noted in the map symbology and by report.
- Report showing an approximate address, photograph, infrared image, temperature, and level of attention needed of the element in question, and a deficiency "letter" for identification and reference to the map.
- Maps and reports will be delivered in hard copy and electronic media (.pdf).
- ArcInfo shapefiles will be made available upon request.

LCRA will provide:

Staff, tools, and materials necessary to perform the outlined work and create the noted deliverables.



Electric Department

ITEM 4.7

Gene Courtney
Director of Public Works
(512)-756-2402
gcourtney@cityofburnet.com

Agenda Item Brief

Meeting Date:	December 12, 2017
Agenda Item:	Discuss and consider action: Approve and authorize the City Manager to sign a contract with LCRA to perform an Infrared Inspection on the electrical distribution system: G. Courtney
Background:	For the past 10 to 20 years the City has contracted their infrared inspection study with LCRA. By continuing this program over the years the city has reduced the infrared deficiencies from hundreds every study to just 30 to 40.
Information:	The purpose of the infrared inspection is to review the structural integrity of connects and termination with in the distribution system. Correcting these issues reduces the amount of losses that are in the distribution system and in return maintains profit.
Fiscal Impact:	\$26,700 over 48 months. The monthly payment will be \$556.25. The payment for the study is generated by revenue received from the electric billing and would equate to (.00007) 7 thousandths of a cent per kilowatt hour
Recommendation:	A motion to approve the City Manager to enter into a four year contract with LCRA conducting an infrared inspection.



City Manager

ITEM 4.8

David Vaughn
City Manager
(512) 715 - 3208
dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date: December 12, 2017

Agenda Item: Discuss and consider action: RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED BY THE CITY OF BURNET, TEXAS: D. Vaughn

Background:

Information: Staff will present financing options to Council for discussion during the pre-meeting workshop on December 12th. This resolution, if adopted, would allow the Council the option to be reimbursed for expenditures related to the sewer rehabilitation projects. However, those expenses (with the exception of engineering) cannot be reimbursed without adopting such a resolution.

Fiscal Impact: None at this time.

Recommendation: Staff recommends adopting the Resolution R2017-24 as presented.

RESOLUTION NO. R2017-24

RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED BY THE CITY OF BURNET, TEXAS

WHEREAS, the City of Burnet, Texas (the "Issuer") is a home rule municipality and political subdivision of the State of Texas authorized to issue obligations to finance its activities pursuant to Subchapter C of Chapter 271, Texas Local Government Code, and other provisions, the interest on which is excludable from gross income for federal income tax purposes ("tax-exempt obligations") pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with related to the project listed on Exhibit "A" attached hereto; and

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the project listed on Exhibit "A" attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and,

WHEREAS, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the project listed on Exhibit "A" attached hereto.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition of equipment for the project listed on Exhibit "A" attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

Section 2. This Resolution is also made to evidence the intent of the Issuer to make such reimbursements under Treas. Reg. Section 1.150-2 and Section 1201.042, Texas Government Code.

Section 3. The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the project listed on Exhibit "A" attached hereto will not exceed \$2,500,000.00, which obligations may be issued in one or more series or installments.

Section 4. The Issuer intends to reimburse the expenditures hereunder not later than 18 months after the later of the date the original expenditure is paid or the date the project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid unless the project is a construction project for which the Issuer and a licensed architect or engineer have certified on Exhibit "A" that at least five years are necessary to complete the project in which event the maximum reimbursement period is five years after the date of the original expenditure.

[The remainder of this page is intentionally left blank.]

ADOPTED this 12th day of December, 2017

CITY OF BURNET, TEXAS

By: _____
Crista Goble Bromley, Mayor

ATTEST:

Kelly Dix, City Secretary

[CITY SEAL]

EXHIBIT “A”

DESCRIPTION OF PROJECT

The construction of water and sewer system improvements, the acquisition of right of way therefor, and the payment of costs of issuance related thereto.

Such financing to be in an amount not to exceed \$2,500,000.00 from the General Fund and/or Water and Wastewater Funds of the City of Burnet, Texas.



Administration

ITEM 4.9

Evan Milliorn
Administrative Services
(512) 715 - 3200
emilliorn@cityofburnet.com

Agenda Item Brief

Meeting Date: December 12, 2017

Agenda Item: Discuss and consider action: A RESOLUTION BY THE CITY OF BURNET, TEXAS AUTHORIZING AND DIRECTING CITY STAFF TO PROCEED WITH THE ANNEXATION OF 1.874 ACRES OF LAND SITUATED IN BURNET COUNTY, TEXAS, OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, THE LEMUEL TAYLOR SURVEY NO. 8, ABSTRACT NO. 800, AND THE SAM HAZLOTT SURVEY NO. 6, ABSTRACT NO. 401, ALSO BEING OUT OF THE OCCUPIED RIGHT-OF-WAY OF BURNET COUNTY ROAD NO. 340-A. E. Milliorn

Background: Before paving can begin on John W. Hoover Parkway, the road must first be located within the corporate boundaries of the City. To accomplish this, the City must annex the section of John W. Hoover Parkway located between the present City boundary and the City of Austin Railroad right-of-way.

Unlike an annexation based on owner petition by a private citizen, the City Council must make its own substantive determination that the annexation is in the best interest of the general public.

Information: The attached resolution, if approved, will serve as City Council's determination regarding annexation being in the best public interest. It will also direct staff to initiate the annexation process. A brief annexation process outline follows:

Steps prior to scheduling public hearings:

- Obtain inventory of services provided by County & ESD.

- Prepare plan for provision of full City of Burnet Municipal Services (excluding natural gas & electrical).
- Post service inventory/service plan on City website for public inspection.

Public Hearings:

- Two hearings required:
 - First Public Hearing – January 23, 2018
 - Seconded Public Hearing – February 13, 2018

Provide public notice by:

- Posting on website
- Publishing in newspaper
- Certified mailing to:
 - Owners of property abutting section of r-o-w to be annexed
 - Burnet County
 - ESD 7
 - City of Austin Railroad (State law requires notification to railroads crossing or abutting an area to be annexed.)

Fiscal Impact: None.

Recommendation: Staff recommends approval of Resolution R2017-25 as presented.

RESOLUTION NO. R2017-25

A RESOLUTION BY THE CITY OF BURNET, TEXAS AUTHORIZING AND DIRECTING CITY STAFF TO PROCEED WITH THE ANNEXATION OF 1.874 ACRES OF LAND SITUATED IN BURNET COUNTY, TEXAS, OUT OF THE EUGENIO PEREZ SURVEY NO. 41, ABSTRACT NO. 672, THE LEMUEL TAYLOR SURVEY NO. 8, ABSTRACT NO. 800, AND THE SAM HAZLOTT SURVEY NO. 6, ABSTRACT NO. 401, ALSO BEING OUT OF THE OCCUPIED RIGHT-OF-WAY OF BURNET COUNTY ROAD NO. 340-A.

WHEREAS, the City of Burnet, Texas (the "City") is authorized to annex territory in accordance with Texas Local Government Code, Section 43.021 and the City's home-rule charter; and

WHEREAS, the territory to be annexed consists of that 1.87 acre portion of County Road 340-A located west of the City of Austin Railroad right-of-way and extending in a westerly direction to the existing City of Burnet corporate boundaries ("Annexation Area") and is adjacent to the City of Burnet corporate boundaries and within the extraterritorial jurisdiction of the City, under the terms of Chapter 43 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Burnet, Texas (the "City Council") has found it necessary and in the public interest to expand the city limits of the City to include the territory outlined in Exhibit "A"; and

WHEREAS, the Annexation Area is exempt from the Municipal Annexation Plan; and

WHEREAS, the City Council wishes for all interested persons to be heard in a manner prescribed by State law before annexation actions are considered.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby resolved by the City Council of the City of Burnet, Texas (the "City Council") and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The City Council does hereby authorize and direct City Staff, in accordance with Texas Local Government Code, Chapter 43, to proceed with the annexation of the Annexation Area as more particularly described on Exhibit "A" and by metes and bounds on Exhibit "B" attached hereto.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that

public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED this the 12th day of December, 2017.

CITY OF BURNET, TEXAS

ATTEST:

Crista Goble Bromley, Mayor

Kelly Dix, City Secretary



Water/Wastewater Department

ITEM 4.10

Alan Burdell
W/WW Operations Manager
(512)-756-2402
aburdell@cityofburnet.com

Agenda Item Brief

Meeting Date:	December 12, 2017
Agenda Item:	Discuss and consider action: Award of the Project F Sewer Line Rehabilitation bid: A. Burdell
Background:	
Information:	The City recently received bids from multiple vendors for the Project F Sewer Rehab project.
Fiscal Impact:	To be Determined
Recommendation:	Staff and the Engineer are currently in the process of evaluating bids and bidders and will present a recommendation to Council at the time of the meeting.



City Manager

ITEM 4.11

David Vaughn
City Manager
(512) 715 - 3208
dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date:	December 12, 2017
Agenda Item:	Discuss and consider action: Agreement for architectural services with PGAL for new police department building: D. Vaughn
Background:	
Information:	The PD Committee recommends proceeding with design of the new police station to be located next to the Central Fire Station on Hwy 281 South.
Fiscal Impact:	Approximately \$340,000.
Recommendation:	The PD Committee recommends approval of the agreement with PGAL for architectural services.



Document B103™ – 2007

Standard Form of Agreement Between Owner and Architect for a Large or Complex Project

AGREEMENT made as of the 12th day of December in the year 2017

BETWEEN the Architect's client identified as the Owner:

City of Burnet
1001 Buchanan Drive #4
Burnet, Texas 78611

and the Architect:

PGAL
2222 Western Trails Blvd
Suite 300
Austin, Texas 78745

for the following Project:

City of Burnet New Police Headquarters

The City of Burnet is planning on constructing a new 9,800 square foot Police Headquarters on City owned property adjacent to the Central Fire Station on South Water Street. The new, one-story station will include staff office space, records storage, a training room, a square room, a break room, interview rooms, evidence storage, and vehicle bays. PGAL assisted the City in master planning and programming the new Headquarters.

Site work is expected to include the construction of new surface parking and other related site improvements as required for the new building. We are not expecting that storm water detention or other off-site improvements will be required.

The new building will not seek LEED Certification.

The construction delivery method will be Construction Manager at Risk.

The construction budget is approximately \$3.75 million.

The contract between PGAL and the City will be a modified B103 Contract.

ADDITIONS AND DELETIONS:

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

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



Site Plan Concept

The Owner and Architect agree as follows.

Init.

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

ARTICLE 1 INITIAL INFORMATION

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

(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project:

The 9,800 square foot program was determined during a Needs Assessment Phase. The program was captured in the spreadsheet below:

POSITION / SPACE	DEPT	STAFF				EXISTING SF		SPACE STND		AREA				NOTES
		6,700	8,500	10,000	14,000	TYPE	SF	TYPE	SF	6,700	8,500	10,000	14,000	
Population Growth Percentage			27	49	109						27	49	109	
Personnel Space														
Chief of Police		1	1	1	1	OF	120	OF-3	224	224	224	224	224	
Captain		1	1	1	1	OF	121	OF-5	165	165	165	165	165	
CID Lt		1	1	1	1	WS	53	OF-6	150	150	150	150	150	
PII, Cpl		2	4	4	4	OF	120	OF-7	120	240	480	480	480	
Training Officer		1	1	1	1	OF	120	OF-7	120	0	0	0	0	Person out of department
Patrol Officers		4	4	6	6		315	WS-5	54	216	216	324	324	In shared squad room
Patrol Officers (shift)		4	4	6	6		315	WS-5	54	0	0	0	0	Use shared squad room above
CID		2	2	3	3	WS	106	OF-7	120	240	240	360	360	
School Resource Officer SRO		1	2	2	2		0	WS-6	54	54	108	108	108	In shared squad room
Animal Control Officer ACO		1	1	1	1		0	WS-6	54	54	54	54	54	In shared squad room
Admin Asst		1	1	1	1	OF	178	WS-8	81	81	81	81	81	Custom millwork workstation
PII Sgt		0	1	1	1		0	OF-7	120	0	120	120	120	
Records Clerk		0	1	1	1		0	WS-3	81	0	81	81	81	
PII Lt		0	0	0	1		0	OF-6	150	0	0	0	150	
Subtotal A: Personnel Space		18	24	29	30					1424	1919	2147	2297	
Staff % Growth			33	61	67									
Support Space:														
Break Room							86			250	250	250	250	
Interview Room		2	2	2	2		68	70		140	140	140	140	
Juvenile Room		2	2	2	2		0	70		140	140	140	140	
Vehicle Bay		1	1	2	2			BAY	400	400	400	800	800	
Training / EOC / Meeting Room / Media							0			800	800	800	800	
Evidence Storage							70			335	335	500	500	
Processing Lab							0			100	100	100	100	
Citizen Room							0			70	70	70	70	Citizen files a report
Building Code (2)		2	2	2	2		0	50		0	0	0	0	Complaint calls: 1 hour open walls
Kids room							0			70	70	70	70	Adjacent to Citizen rm w/ window; TV, couch, coloring
Training Room							0			0	0	0	0	
Vehicle Room							0			0	0	0	0	Direct access to garage
Unisex Shower/RR		2	2	2	2		82	90		180	180	180	180	Two rooms. RR close
Showers/lockers for Male Officers							0			0	0	0	0	
Showers/lockers for Female Officers							0			0	0	0	0	
Public Restroom							0			70	70	70	70	Single Unisex at Entrance
Public Restrooms at Training Room							0			75	0	0	0	at the corner of Entrance
Staff Unisex Restrooms		2	2	3	3		0	70		140	140	210	210	
Chief's Restroom		0	0	0	0		0	70		0	0	0	0	
Lobby							0			150	150	150	150	
Armory (Secure Gear Storage)							0			100	100	100	100	
Electrical							0			75	75	75	75	
Mechanical							0			100	100	100	100	
Janitor							0			50	50	50	50	
General Storage							0			200	200	300	300	
Coffee Bar							0			0	0	0	0	
Conference Room / Dispatch							0			200	200	200	200	Verify potential dispatch
Waiting Room							0			0	0	0	0	
Report Writing							0			0	0	0	0	at intake room
K-9 Space							0							Direct access to garage. Near Squad Rm
Computer Equipment Room							0			150	150	150	150	
Records Storage							0			200	200	300	300	Houses 1 person for FD+PD
Subtotal B: Support Space										3920	3920	4755	4755	
Subtotal C: Personnel Space + Support Space										5344	5839	6902	7052	Subtotal A + B
Departmental Circulation (40%)										2138	2336	2761	2821	Subtotal C * 1.40
Project Total Department SF										7482	8175	9663	9873	

§ 1.1.2 The Project's physical characteristics: (Paragraph deleted)

The site will be adjacent to the City's Central Fire Station on City owned property on South Water Street. No current survey or geotechnical report have been commissioned; they will be performed at the beginning of the project. It is our understanding that utilities will come from South Water Street and that storm water detention on-site will not be required.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

The overall construction budget for the project is \$3,750,000.

§ 1.1.4 The Owner's anticipated design and construction schedule:

- 1 Design phase milestone dates, if any:

Schematic Design:	February 28, 2018
Design Development:	April 30, 2018
Issue for Permit/GMP:	June 18, 2018
Construction Documents	July 30, 2018

.2 Commencement of construction:

August 2018

.3 Substantial Completion date or milestone dates:

To be determined by Construction Manager at Risk.

.4 Other:

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

(Paragraph deleted)

The City is expected to utilize the Construction Manager at Risk method of construction procurement. We will assist the City in preparation of the RFP and selection of the Construction Manager.

The term "competitive bidding" as used in this agreement shall mean the method of construction procurement ultimately selected by the Owner.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(Paragraph deleted)

§ 1.1.7 Other Project information:

N/A

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

David Vaughn
City of Burnet
1001 Buchanan Drive #4
Burnet, Texas 78611

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

(Paragraphs deleted)

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

Cris Ruebush
PGAL
2222 Western Trails Blvd
Suite 300
Austin, Texas 78745

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

(Paragraph deleted)

§ 1.1.12.1 Consultants retained under Basic Services:

Structural Engineer

MEP Engineer

Civil Engineer

(Paragraphs deleted)

Landscape Architect

§ 1.1.12.2 Consultants retained under Additional Services:

As pass-thru reimbursables:

Surveyor

Geotechnical Engineer

Commissioning

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

Basic Services will include the following:

1. Schematic Design Drawings
 - a. Room Data Sheets
 - b. Architectural drawing set
 - c. Outline specifications
 - d. Multiple exterior design options
 - e. Cost Estimate (by CMR)
2. Design Development
 - a. Full drawings set including sub-consultant drawings
 - b. Specifications
 - c. Material Finish Board
 - d. Cost Estimate (by CMR)
3. Issue for Permit and GMP
 - a. Full drawings set including sub-consultant drawings
 - b. Specifications
 - c. Submit drawings to City for permit
 - d. Review contractor bids and assist in preparation of construction contract
4. Issue for Construction Documents
 - a. Full drawings set including sub-consultant drawings
 - b. Specifications
5. Construction Services Phase:
 - a. Attend bi-weekly construction meetings.
 - b. Prepare construction correspondence.
 - c. Review shop drawing.
 - d. Issue construction clarifications and requested changes.
 - e. Review pay applications.
 - f. Prepare punch list.
6. Commissioning Phase:
 - a. Facilitate Owner and User training of building systems.

- b. Review O & M manuals for completeness.

§ 1.2 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.

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.

§ 2.5.1 Comprehensive General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.5.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.5.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than one million dollars (\$ 1,000,000.00).

§ 2.5.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than five million dollars (\$ 5,000,000.00) per claim and in the aggregate.

§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

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, plumbing and electrical engineering, civil engineer, and landscape architect. . 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.

(Paragraphs deleted)

§ 3.1.5 Once the Owner and the Architect agree to the schedule established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

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

§ 3.1.7 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.

§ 3.1.8 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 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 concept 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 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 schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner.

(Paragraphs deleted)

§ 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 pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and 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.

3.4 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.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner.

(Paragraph deleted)

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in selecting a Construction Manager at Risk.

§ 3.5.2 COMPETITIVE BIDDING

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

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

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

§ 3.5.2.3 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.

(Paragraphs deleted)

§ 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, 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.

(Paragraph deleted)

§ 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 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.

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)
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not provided	
§ 4.1.20 Telecommunications/data design	Not provided	
§ 4.1.21 Security Design	Not provided	
§ 4.1.23 Environmentally responsible design	Not provided	
(Rows deleted)		

§ 4.1.26	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not provided	
4.1.27	Energy Model	Not provided	
4.1.28	Audio Visual Design	Not provided	

(Paragraphs deleted)

§ 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, or bid packages in addition to those listed in Section 1.1.6;
- .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;

(Paragraphs deleted)

- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 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 submittals of the Contractor

- .2 Eighteen (18) 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 twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

(Paragraph deleted)

§ 5.3 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 budget for the Cost of the Work or in the Project's scope and quality.

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

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

(Paragraphs deleted)

§ 5.7 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 and other liability insurance as appropriate to the services provided.

§ 5.8 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.

§ 5.9 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.

§ 5.10 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.

§ 5.11 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.

§ 5.12 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.

§ 5.13 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 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

(Paragraphs deleted)

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 authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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 shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 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 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:

(Paragraph deleted)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

[] Other (Specify)

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. 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.

§ 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.

§ 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.

§ 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:

Schematic Design Drawings	\$ 25,000
Design Development	\$ 62,500
Construction Drawings	\$100,000
Construction Administration:	\$ 62,500
TOTAL:	\$250,000

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

If services other than those described as Basic Services are requested, they will be billed in addition to the above compensation in accordance with the attached rate schedule. Additional Services include but are not limited to the following:

- Third party cost estimating
- LEED Design and Certification
- Photorealistic 3D Renderings
- Environmental Phase 1 Report
- Energy Modeling
- Signage/graphic design services (basic room/building signage included in base scope)

§ 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:

(Paragraph deleted)

An agreed upon Lump Sum amount or in accordance with the Rate Schedule.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

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User Notes:

(1381660518)

§ 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: SEE SECTION 11.1

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

(Paragraph deleted)

§ 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.

Refer to the attached Rate Schedule.

§ 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

(Paragraphs deleted)

delivery charges;

- .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 %) of the expenses incurred.

Reimbursable Costs:

We would expect to be reimbursed for any out-of-pocket expenses we incur on behalf of the project such as cost of reproduction, plotting, special handling or delivery, permit fees, ADA/TDLR registration/review fees and travel. Reimbursable expenses will be billed at our cost, plus a 10% service charge. We would recommend a reimbursable expenses budget of \$20,000.00 be established for the project.

(Paragraphs deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

(Paragraph deleted)

§ 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 forty five

(45) 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.

ten % 10%

§ 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

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

N/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 B103™-2007, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Standard Contract Rider for Contracts with the City of Burnet, Texas

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

OWNER

ARCHITECT

(Signature)

David Vaughn

City Manager

(Printed name and title)

(Signature)

Cris Ruebush

Principal

(Printed name and title)

STANDARD CONTRACT RIDER
FOR CONTRACTS WITH THE CITY OF BURNET, TEXAS
(Version 4/2017)

By submitting a response to a solicitation or request for qualifications or request for proposals, or by entering into a Professional Services Contract, the Contracting party identified below agrees that the below terms and conditions shall govern all agreements with the City of Burnet ("City") unless otherwise agreed to by a specifically executed provision within the Contract and then, only if permissible by law. Absent a specifically executed provision referencing a modification, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written in any other contract document between the parties.

1. **Application.** This Contract Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract ("Contract") (attached hereto) of PGAL ("Professional"). The Contract involved in this Rider is described as follows:

City of Burnet New Police Headquarters.

2. **Payment Provisions.** The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Professional presented by invoice to the City if necessary to conform the amount to the terms of the Contract.
3. **Compliance with other laws and certification of eligibility to Contract.** Any offer to Contract with the City shall be considered an executed certification that the Professional shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the Contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Professional shall furnish the City with satisfactory proof of its compliance within ten (10) days or any Contract with the City is void.
4. **Compliance with all Codes, Permitting and Licensing Requirements.** The successful Professional shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill Contractual obligations.
5. **Indemnification.** Professional shall indemnify, defend and hold harmless the City, Texas and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines,

damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as "Professional") (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

6. **Liens.** Professional agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the Professional or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.
7. **Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

- 8. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire.** Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter 2252 of the Texas Government Code, Form 1295 Certificate of interested Parties online filing with the Texas Ethics Commission.
- 9. Ownership of Product.** Documentation, materials or intellectual property (collectively, the "Work Product") are works which have been specially commissioned by the City and are "work made for hire" for the City and the City shall own all right, title, and interest therein. The City shall be considered the author of the Work Product for purposes of copyright and shall own all the rights in and to the copyright of the Work Product and only the City shall have the right to obtain a copyright registration on the same which the City may do in its name, its trade name or the name of its nominee(s). Accordingly, among other things, the City is the author and owner of the Work Product and shall have the sole and exclusive rights to do and authorize any and all of the acts set forth in Section 106 of the Copyright Act with respect to the Work Product and any derivatives thereof, and to secure any and all renewals and extensions of such copyrights. Work Product shall be assigned, transferred, released and conveyed to the City including all rights, title and interest to such Work Product, including but not limited to all other patent rights, copyrights, and trade secret rights.
- 10. Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.
- 11. Paragraph Headings.** The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.
- 12. Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)
- 13. Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Contract.
- 14. Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Burnet County, Texas.
- 15. Non-transferable.** This Agreement shall be non-transferable. Company shall notify the City in writing, of any transfers of ownership including a change in the principals of the

corporation. A change in principals of the corporation shall constitute a change in ownership for purposes of this section.

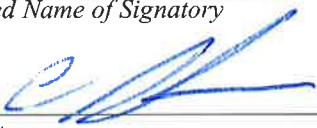
16. Non-discrimination. Professional shall not discriminate against customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or whether all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the City.

17. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

18. Right To Audit. The City shall have the right to examine and audit the books and records of Professional with regards to the work described in the Contract, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

CONTRACTOR

Cris Ruebush
Printed Name of Signatory


Signature

Principal
Title

Date Signed: 12/9/2017

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD	
2	Activity Level	1st			2nd			3rd			4th				
3	Patrol Operations														
4	Calls for Service	626	529	324	516	531	617	592	635	562	647	653	630	6862	
5	Asst Citizens	4	4	2	4	13	23	33	23	29	27	26	13	201	
6	Reports	94	84	36	96	77	70	80	70	94	120	126	88	1035	
7	Accident Reports	18	14	8	8	7	18	8	8	12	9	15	18	143	
8	F/U Investigations	0	0	0	0	0	0	0	2	0	0	0	0	2	
9	Contacts														
10	Traffic Moving	238	258	153	173	181	180	200	210	320	366	376	363	3018	
11	Nonmoving	20	19	13	13	18	13	24	3	13	9	20	22	187	
12	Animal Related	0	0	0	3	3	0	2	0	0	0	4	2	14	
13	Non- Traffic	2	2	0	43	0	8	0	0	2	11	5	5	78	
14	Total Contacts	260	279	166	232	202	201	225	213	335	382	405	392	3292	
15	Adult Arrest														
16	Adult Arrests Felony	11	11	6	10	7	7	11	6	12	8	15	12	116	
17	Adult Arrests Misd	30	14	17	18	19	16	31	20	29	17	22	32	265	
18	DWI Arrest Adult	2	1	1	2	3	0	3	2	0	5	3	3	25	
19	Total Arrest	43	26	24	30	29	23	45	28	41	30	40	47	406	
20	Juvenile Arrest														
21	Juvenile Arrests Felony	0	4	0	1	0	0	0	3	1	0	0	0	9	
22	Juvenile Arrests Misd	1	0	2	3	0	0	0	1	2	1	1	0	11	
23	DWI Arrest Juv	0	0	0	0	0	0	0	0	0	0	0	0	0	
24	Total Arrest	1	4	2	4	0	0	0	4	3	1	1	0	20	
25	Hours Worked	1753.25	1762.25	1082.25	1824.833	1616.25	1537.5	1560.5	1707.75	1522.75	1536.5	1809.75	1963.25	19676.83	
26	Miles Driven	9419	9556	6020	9490	8622	8166	8468	9803	8819	9077	9762	10754	107956	
27	Business Checks	686	734	551	776	684	744	679	725	550	532	522	731	7914	
28	Special Assignments	937	1057	830	1078	888	708	824	1013	1031	964	1100	1244	11674	

[illegible]

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
98	K9 Activity														
99	Call for Service							13	10	19	11	7	0	60	
100	Calls by Outside Agency							3	4	3	1	3	2	16	
101	Self- Initiated Activity							5		2	2		1	10	
102	# of Actual Deployments							13	12	19	11	8	5	68	
103	# of Deployments Contraband Located							2	3	15	5	4		29	
104	Arrests														
105	Felony Arrests							1	1	6		3	1	12	
106	Misd Arrests							1	3	5	3	1		13	
107	Non-Traffic Citation							0		10	2	1		13	
108															
109	Community Service Hours							0						0	
110	Training Hours							7.75	13.75	7.5	8.5	3.25	2.25	43	
111	Patrol Work														
112	Deployment's							3	1		1	2	1	8	
113	Criminal Search							0	1			2	1	4	
114	Citizen Search							0			1			1	
115	Patrol Bites							0						0	
116	School Location														
117	Burnet H.S.							0	1					1	
118	Quest							0	1					1	
119	Burnet Middle School							1						1	
120	RJ Richie							0						0	
121	Shady Grove Elementary							0						0	
122	Other School Location							0						0	
123	Agency Assisted														
124	BCSO							3	2	2		3	1	11	
125	SOU							0						0	
126	Bertram PD							0						0	
127	Marble Falls PD							0						0	
128	DPS							0	2		1		1	4	
129	Llano County							0						0	
130	Other (List)							0		1				1	
131	Drugs Found														
132	Marijuana (g)							2	8	96.5	12.4	1.5	0.7	121.1	
133	Cocaine (g)							0						0	
134	Meth (g)							0		50.8		1.8		52.6	
135	Heroin (g)							0						0	
136	Other (Describe)							0		2.1		0.6	3.6	6.3	
137	Drug Paraphernalia							0		10	2		0	12	
138											0		0		
139	Total Hours Deployed							10.25	20.5	12.75	6.75	11.5	9.25	71	



City Manager

ITEM 6.1

David Vaughn
City Manager
(512) 715 - 3208
dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date: December 12, 2017

Agenda Item: Executive Session: The Council reserves the right to enter into closed session in accordance with the provision of the Open Meetings Act, Texas Government Code, Chapter 551, Subsection 551.087; Deliberation Regarding Economic Development Negotiations-Entegris: D. Vaughn

Background:

Information:

Fiscal Impact:

Recommendation: To be determined by Council.



City Manager

ITEM 7.1

David Vaughn
City Manager
(512) 715 - 3208
dvaughn@cityofburnet.com

Agenda Item Brief

Meeting Date:	December 12, 2017
Agenda Item:	Discuss and consider action: Regarding economic development negotiations with Entegris: D. Vaughn
Background:	
Information:	This executive session is to receive information from Entegris regarding their request for economic incentives.
Fiscal Impact:	To be determined
Recommendation:	No action is requested at this time.