

Holly Gray, Mayor Pro-Tem
Bryan Moyers, Councilmember
David Brundage, Councilmember



Carl E. Gierisch, Jr., Mayor

Brian Darby, Councilmember
Hogan Page, Councilmember
David Thompson, Councilmember

ROANOKE CITY COUNCIL AGENDA REGULAR MEETING

**MAY 14, 2024
7:00 PM
500 S. OAK STREET
ROANOKE, TEXAS 76262**

A. CALL CITY COUNCIL TO ORDER

Invocation and Pledge of Allegiance

B. ANNOUNCEMENTS

C. PUBLIC INPUT

This item is available for citizens to address the City Council on any issues that are not the subject of a public hearing. No action by law may be taken on the topic. The presiding officer reserves the right to impose a time limit on this portion of the agenda. In order to provide the highest quality audio, all speakers need to speak at the podium.

D. CONSENT AGENDA

All items listed below are considered routine and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember or citizen so requests, in which event the item will be removed and considered separately.

1. Consider approval of the minutes from the regular City Council meeting held on April 23, 2024.
2. Consider approval of an agreement between the City of Roanoke, Rustic Fence, and Cable Electric for the installation of fencing for Roanoke Fire Station One.



**AGENDA FOR THE MEETING
OF THE ROANOKE CITY COUNCIL**

**May 14, 2024
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3. Consider approval of an agreement between the City of Roanoke and Good Fulton & Farrell, Inc. for Architectural Design Services of the Roanoke Main Street Parking Garage.

E. NEW BUSINESS

1. Consideration and action on approval of Ordinance No. 2024-105 canvassing and certifying the election returns, including the returns of early voting ballots cast in connection with the General Election held on May 4, 2024, to elect the Mayor and three (3) City Council members, one (1) per Ward, all for three (3) year terms.
2. Issue Certificates of Election, Statements of Elected/Appointed Officers and the Oath of Office to the Mayor and City Council Members in Ward 1, Ward 2, and Ward 3.
3. Consideration and action for a façade grant application from Ninthalak Chanthalath of Lotus Vietnamese Cuisine at 310 S Oak St. Roanoke, TX.
4. Consideration and action to appoint one (1) member to the Roanoke Crime Control and Prevention District board for an unexpired term ending September 2024.
5. Consideration and action on approval to change the Keep Roanoke Beautiful (KRB) board meetings to 6:00 p.m., the first Wednesday of every other month, to start in June.

The City Council reserves the right to adjourn into Executive Session during the course of this meeting to discuss any item on the posted agenda as authorized by Chapter 551 of the Texas Government Code.

F. ADJOURNMENT

CERTIFICATION

I certify that the above notice was posted at City Hall, 500 South Oak Street, Roanoke, Texas, on Thursday, May 9, 2024, by 5:00 pm, in accordance with Chapter 551, Texas Government Code.

A handwritten signature in blue ink, reading "April S. Hill".

April S. Hill, City Secretary



**AGENDA FOR THE MEETING
OF THE ROANOKE CITY COUNCIL**

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*Any person planning to attend this meeting that may require auxiliary aids or services should request accommodations two (2) days prior to the meeting by calling (817) 491-8152. **BRILLE IS NOT AVAILABLE.**

A public wireless network is now available in the Council Chambers for use during meetings. It is available from 7am to 11pm Monday thru Friday. The name of the network is: COR-Guests



CITY COUNCIL AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 04/23/2024 - CC Minutes

MEETING DATE: May 14, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consider approval of the minutes from the regular City Council meeting held on April 23, 2024.

INFORMATION:

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. CCMin 04-23-2024

Holly Gray, Mayor Pro-Tem
Bryan Moyers, Council Member
David Brundage, Council Member



Carl E. Gierisch, Jr., Mayor

Brian Darby, Council Member
Hogan Page, Council Member
David Thompson, Council Member

**MINUTES
ROANOKE CITY COUNCIL
REGULAR MEETING
APRIL 23, 2024
CITY HALL COUNCIL CHAMBERS
500 S. OAK STREET
7:00 P.M.**

PRESENT: Mayor Carl E. "Scooter" Gierisch, Jr.; Mayor Pro Tem Holly Gray; Council Members: Brian Darby, Bryan Moyers, David Thompson, Hogan Page, and David Brundage; City Manager Cody Petree, City Secretary April S. Hill, and City Attorney Jeff Moore.

DEPT. STAFF: Assistant City Manager/Chief of Police Jeriahme Miller, Fire Chief Chris Addington, Finance Director Kyle Lester, Parks and Recreation Director Ray McDonald, Executive Assistant Jeannie Homer, Economic Development Manager Siale Langi, Communication and Public Administrator/Marketing Carissa Katekaru, and Emergency Management Officer Amanda Meneses.

A. CALL CITY COUNCIL TO ORDER

City Council called to order at 7:00 p.m.
Invocation and Pledge of Allegiance given by Mayor Gierisch.

B. ANNOUNCEMENTS

Mayor Gierisch announced the annual Roanoke Roundup event will be held on Saturday, May 4th, from Noon to 9:00 p.m.

C. PUBLIC INPUT

No one wished to speak.

D. PRESENTATION

1. Jennifer Dunn of the National Weather Service presented the City of Roanoke and Emergency Management with the Storm Ready City Designation.

E. PROCLAMATION



**MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL**

**April 23, 2024
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1. Mayor Gierisch read a proclamation declaring May 2, 2024, as National Day of Prayer.
2. Mayor Gierisch read a proclamation declaring May 2024 as Mental Health Month and May 10, 2024, as Children's Mental Health Awareness Day.

F. CONSENT AGENDA

All items listed below are considered routine and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember or citizen so requests, in which event the item will be removed and considered separately.

1. Consider approval of the minutes from the regular City Council meeting held on April 9, 2024.
2. Consider acceptance of the FY2023-2024 Quarterly Financial Report for the period ending March 31, 2024.

Motion made by Holly Gray second by David Thompson to approve Consent Agenda Items 1 and 2.

Motion carried unanimously.

G. NEW BUSINESS

1. Motion made by Holly Gray second by David Thompson to approve a façade grant application from Dave Garner of Oak and Main at 101 S. Oak Street, Roanoke, TX.

Motion carried unanimously.

2. Consideration and action to appoint three (3) members to the Keep Roanoke Beautiful board for a term ending January 2026.

Bryan Moyers stated he would like to remove his name from the application for the Keep Roanoke Beautiful.

Whereas, with that, motion made by Bryan Moyers second by David Thompson to appoint Ernie Adams, Susanna Lione, and Helen Ward to the Keep Roanoke Beautiful.

Motion carried unanimously.

3. Motion made by Holly Gray second by Hogan Page to appoint John Pullen to the Parks and Recreation board for an unexpired term ending October 2024.

Motion carried unanimously.



MINUTES FOR THE REGULAR MEETING
OF THE ROANOKE CITY COUNCIL

April 23, 2024
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H. **ADJOURNMENT**

Motion made by Holly Gray second by Brian Darby to adjourn the meeting at 7:15 p.m.

Motion carried unanimously.

Carl E. "Scooter" Gierisch, Jr., Mayor

April S. Hill, City Secretary



AGENDA ITEM

TO: Honorable Mayor and City Council

SUBJECT: Approval of Vendors for Roanoke Fire Station One Fence Installation

MEETING DATE: May 14, 2024

DEPARTMENT: Fire

ITEM SUMMARY:

Approval of vendors for installation of fence, gates and electrical access to perimeter fence at Roanoke Fire Station One.

INFORMATION:

Selection of vendors for budgeted fence at Fire Station One.

STAFF RECOMMENDATION:

Staff Recommends Approval.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

Current prices and contracts included are for \$68,000 (gate install), \$12,568.33 (electrical and conduit), and \$3,581.06 (access card reader) for a total of \$84,149.39 which is \$130,850.61 under budget, and should allow ample coverage for any unexpected costs that may arise during install.

ATTACHMENTS:

1. Rustic Contract (ROANOKE FD)
2. Fence Location
3. Gate Power
4. City of Roanoke - FD Gate Access PHDQ4588



SPECIALISTS INC.

WWW.RUSTICFENCE.COM

500 N. BOWEN ROAD

ARLINGTON, TEXAS 76012

817-275-2151 FAX 817-861-8717

JOB#	2442.88630
DATE	3/29/2024
TEL1	
TEL2	
FAX	
CELL	

Job Site Address

201 Fairway Dr.
ROANOKE, TX 76262

Name Roanoke Fire Dept.

The contractor assumes the responsibility of contacting and requesting that all underground, public utility lines be accurately marked by the utility companies.

Location of private well, pool, sprinkler, gas, electric, satellite and any other buried utility lines will be clearly marked by the customer and any damage incurred due to incorrect or nonmarking will solely be the responsibility of the customer.

Furthermore, pool equipment, electrical fixtures, vines and plants of any nature that are attached to the old fence must be removed prior to the installation date. Jobs will be processed once Rustic has a signed contract and deposit. The satisfaction of the customer, with regard to construction and any future maintenance agreed to, is the Contractor's ultimate goal.

Net due the day of completion, unless specified otherwise in this covenant. Rustic Fence accepts MasterCard, Visa and Discover for Payment. The customer agrees to pay or execute such instruments as are necessary to pay the contractor the sum of

Sale Price	\$68,000.00	Tax	\$0.00	Total	\$68,000.00	Deposit	\$0.00	Balan	\$68,000.00
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This proposal may be withdrawn by Rustic Fence if not accepted within 10 days.

INSTALLING 725 FEET OF WROUGHT IRON ORNAMENTAL FENCE

- * SET 3X3 IRON POST - 6X27 DEEP WITH CONCRETE
- * 6' TALL BLACK POWDER COATED IRON PANELS - (2) 1 1/2" RAILS (TOP AND BOTTOM)
- * PANELS HAVE PRESSED POINT PICKET TOPS - 3/4" PICKET - SPACED 4.5" ON CENTER
- * 2 SAFETY EGRESS GATES
- * EGRESS GATE HARDWARE - PANIC BARD - HYDROCLIC CLOSER - J - BOLT HINGES
- * 1 IRON SLIDE GATE - 2X6 TOP AND BOTTOM RAIL - 26' OPENING - (LOOK TO MATCH PANELS)
- * CONCRETE ROLLBACK FOR SLIDE GATE
- * SLIDE GATE HARDWARE - V GROOVE TRACK
- * LM SL3000 GATE OPERATOR - WIITH OPTICOM
- * PEDESTAL INTALLED (FOR CARD READ TO BE INTSTALLED BY OTHER)

PERIMETER IRON FENCE = \$40,000

IRON SLIDE GATE = \$11,000

GATE OPERATOR = \$17,000

TOTAL = 68,000

I have read and understand all the terms and conditions of this contract:

Eddie Aguilar

CUSTOMER

DESIGN CONSULTANT

PLEASE REFERENCE ADDITONAL TERMS AND CONDITIONS ON BACK

Rustic Fence Warranty Policy

Workmanship Warranty

The South family has been perfecting and teaching the craftsmanship of fence building to our younger generations since 1964, and we stand behind our work with integrity and confidence. We are proud of the standards and methods we use to engineer, fabricate and install our products. The workmanship on all products installed by Rustic Fence carries a guarantee for the lifetime of the specific product. Simply speaking, if a product that we have installed fails due to improper fabrication or installation for whatever reason, we will properly re-install or replace the product if needed at no cost to our customer.

Outside Manufacturer Warranty

Rustic Fence will, to the best of our ability, handle the warranty given by the manufacturer of any product we have installed. We are confident in our years of experience with purchasing materials, and trust only who we believe to be the most reliable and cost effective manufacturers in the industry.

Warranty Terms and Conditions

The warranty on all products manufactured and/or installed by Rustic Fence is contingent upon proper use and care of the product. Products will not remain under our warranty if defects or damages are caused by accidents, misuse, abuse, neglect, unusual physical stress or modification of the product. When considering whether a product is defective or improperly installed/engineered, the environment of the installed product will also be taken into account. Certain environments can be abnormally hostile to most fencing products, causing the expected lifetime of the product to be shortened. For tips on proper care of your fence see our Product Maintenance section located at the bottom of this page, consult your salesman or visit our website, www.rusticfence.com for any other related questions.

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Wood Products

Our company has mastered the art of wood fencing over the years through our meticulous efforts in choosing the most durable and cost-effective wood materials. With our experience using many different kinds of wood we have found that Cedar yields the greatest utility and finest appearance for the best price. We fasten our pickets to 2x4 cedar or pressure treated rails with stainless steel nails bearing a heavy ring shank not found with most fence companies in the industry. Average Lifetime Expectancy: In our 30+ years of experience with installing these specific materials and extensive engineering we have found that the average life span of our cedar fences is 15-20+ years depending on the environment in which it was installed. If treated properly we have seen many of our fences remain intact for up to 25 years.

Warranty: 2-years

Iron (Steel) Products

All of our iron products are custom designed and fabricated to fit our customer's architecture and terrain. Our methods of fabrication truly set us apart from other companies in the industry. The high standards we hold ourselves to in the selection of iron materials, painting, welding and the buying power we have acquired allows us to say confidently that we offer the most durable iron fences for the best price in our region.

Average Lifetime Expectancy: The life expectancy of a well-cared for iron fence is around 20 years. See our Product Maintenance page for critical actions that must be taken to ensure your iron fence achieves its full lifetime expectancy.

Warranty: 2-years

Galvanized/Vinyl Coated Steel Materials

Materials such as chain link fabric, tubing, and lag screws are either hot dip or electro-galvanized, providing a strong zinc coating to shield the steel underneath from harsh elemental reactions. Each fence, gate and galvanized structure requires materials that are specific sizes, thicknesses, and lengths to ensure safety, security and longevity. In constructing one of these products, our goal is to install the materials in such a way that its structural lifetime exceeds the expected lifetime of the galvanized material used. Our extensive experience in this field has given us the knowledge and confidence to effectively achieve this goal.

Average Lifetime Expectancy: Chain link is known in the fence industry to be one of the longest lasting fence products on the market. There are many chain link fences, which were installed at homes and business in the DFW metroplex 50-60 years ago, which remain in good condition today. Over the years the steel manufacturing and galvanizing process has advanced to extend the durability of the fence to achieve an even higher projected lifetime. Having a vinyl coating over galvanized chain link materials extends the lifetime of the fence an average of 20%.

Warranty: 5-years

Gates

Gates are the most functional part of a fence, and thus require a great deal of attention to engineering if they are to be properly fabricated. Whether it is a simple wood walk gate being built on site, or an extremely elaborate wrought iron gate built in our shop, we put thorough effort into researching and perfecting the structural design of our gates.

• Steel Framed Gates

Our steel framed gates are built with durability in mind. We start with 1 5/8 round or 1 6 square heavy gauge tubing, and bolt on 2x4 cedar or pressure treated rails. The steel frames are built to last at least two fence lifetimes making them extremely cost effective.

Average Lifetime Expectancy: 15-20 years.

Warranty: 2-years

• Iron Gates

Our welders and production managers are highly experienced in iron fabrication, and the gates they build are second to none in the industry. Proper architecture is key in the production and installation of an iron gate. From the hinge post to the latching mechanism, we take great pride in the artistic design and structural integrity that we invest in all of our gates.

Average Lifetime Expectancy: 15 years. (It is imperative that iron be repainted every five years to reach its full lifetime expectancy)

Warranty: 1-year

• Chain Link Gates

All of our chain link gates are all custom fabricated in our weld shop. Other companies fabricate on sight, making it difficult to give the frame optimal structural integrity. Most contractors use cheap prefabricated gates mass produced by large companies, making it impossible to match a slope in the terrain, causing it to look awkward and out of place. Many contractors who do custom fabricate their own gates do not build them with the proper bracing, which can cause serious issues with the longevity of the gate. From a thirty-foot high chain link slide gate reaching to the ceiling of a shipping warehouse and weighing thousands of pounds, to a simple four-foot walk gate leading to your back yard, our goal is to fabricate and install the highest quality and longest lasting chain link gates.

Warranty: 2-years

• Iron Gates

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Average Lifetime Expectancy: 15 years. (It is imperative that iron be repainted every five years to reach its full lifetime expectancy)

Warranty: 2-years

Product Maintenance Tips

While a fence can hold up for quite a while without any care or attention, we advise that you read over these tips to understand how to properly care for your fence. It is necessary that these guidelines be followed to ensure your fence will achieve its full lifetime potential. Our cedar, galvanized, and painted steel products are fabricated and installed to last, however, there is an expiration date on all materials. The date your fence expires is subject to 3 main things:

- 1.) Materials and Workmanship-These two factors are completely under the control and liability of Rustic Fence, we take full responsibility for the usage of improper workmanship or any sub-standard materials.
- 2.) Surrounding Environment- There are two main sources of decay in a fence: Water/moisture and extreme heat (mainly sunlight). It is impossible to completely avoid the effects of either of these elements, but preventative measures can be taken to minimize these effects. Our salesman can work with you to foresee any potential problems concerning your fences environment and how to prevent or solve them.
- 3.) Maintenance- After the construction of the fence is completed, now the care of that fence is ultimately in the hands of the owner of that fence. Here are the main issues that may arise and some solutions to prevent or minimize their occurrence:

• Warping and Splitting Wood Products

All wood warps and splits to a certain degree, it is an inevitable attribute of the product. Extreme heat amplifies this natural occurrence. Pressure treated pine tends to warp a great deal more than cedar but is a cheaper alternative with the same life expectancy. For this reason, we offer cedar rails as an alternative for those who might have an issue with the look of warped rails. Our cedar rails carry the same warranty as our pressure treated rails.

Solution: Proper shade is the only thing that can help solve this problem, however, because providing shade for a fence is not a cost-effective solution, we can only recommend to our customers a fence made of material that can withstand extreme heat better than wood. Consult your salesman about these other alternatives.

• **Paint Maintenance**

Iron fences should, in the proper environment, last at least 30 years. Recoating your iron fence with quality paint is an essential step that must be taken to ensure an iron fence reaches this full lifetime expectancy. Rustic fence can refer a painter we trust to take care of our customers painting needs.

Solution: Repainting an iron fence every 5 to 10 years, depending on its environment, will give it the protection it needs.

• **Post Shifting**

Extreme post shifting is not a common issue, but all post can shift to small degree. In the extreme heat of the Texas summer the earth can contract causing the dirt around your posts to pull back, allowing for a gap between the concrete and the surrounding earth, causing your posts to lean, wobble or shift. There are numerous other ways for soil to shift, many of which can simply not be foreseen. **Solution:** Watering the soil around your posts at least twice a week will help the dirt remain moist, causing the dry dirt to maintain its stability and better support the posts. Keeping the areas surrounding your post covered in grass is another curtail factor in maintaining the moisture content and stability of your soil. It is particularly important that the soil is properly maintained around hinge and latch posts for all types of gates, as the slightest post movement can prevent the gate from working properly.

• **Lawn Sprinklers**

Sprinkler heads that are spraying directly on a fence can cause discoloration and decay on wood fences, and premature rusting and corrosion on metal fences.

Solution: We strongly recommend that our customers run their sprinkler systems after a new fence installation to make sure that no heads are spraying directly on the fence. Hire an irrigation specialist to redirect the spray direction of the heads if necessary.

• **Standing Water Around Posts**

The constant presence of moisture at the base of posts can cause them to rust and corrode prematurely. Sippy soil can also make posts lean or sink into the ground.

Solution: If your dirt has poor drainage, or your fence is in an area where water tends to stand for whatever reason, we suggest you consult an irrigation or landscape specialist to find a drainage solution. Proper drainage will help to ensure that your fence lasts through its full lifetime expectancy.

• **Pools**

Most pool water contains corrosive chemicals that can deteriorate paint and corrode steel faster than regular water. **Solution:** Making sure to properly prep and repaint pool fences as soon as the original paint begins to show signs of corrosion is especially crucial to ensure it lasts its full lifetime expectancy.

• **Fading Paint**

All paint fades over time, extreme heat due to direct exposure to sunlight speeds up this process. It may take a fence that is installed in shade twice as long as a fence in direct sunlight to fade considerably.

Solution: The only solution to this problem is to repaint the fence that is in direct sunlight more often than the one installed in the shade.

• **Growth of Vegetation on Fences**

On iron fences vegetation can rub off paint, and the moisture it retains can cause premature rusting and corrosion to occur. On wood fences vegetation can cause the wood to rot prematurely, and trees and vines can actually separate the fence's assembled materials from each other.

Solution: Keep any sort of vegetation from growing on or even touching any type of fencing material. Also keep soil from having direct contact with fencing material. Keep dirt from building up against any fence product, the moisture retained by soil can cause premature rotting, rust, and corrosion. This is especially important with iron fences.





*3716 Rufe Snow Dr
North Richland Hills, Texas
817-595-1055*

TECL #19202
PROPOSAL

To: City of Roanoke

Attn: Clint Harmon

Re: Fire Station #1 Gate Power
201 Fairway Drive
Roanoke, TX 76262

Date: 1-24-2024

Our proposal and cost estimation are for the following scope of work.

1. Supply/ Install (1) 120 Volt 20 Amp Circuit for Gate Power Opener.
1" PVC Conduit Underground to Gate Opener Control Box and To Exterior of Building.
1" EMT Conduit on Exterior of Building for Penetration to Inside of Building.
2. Supply/ Install (1) 1" PVC Conduit for Low Voltage Wiring. Install Pull String Only.
1" EMT Conduit on Exterior of Building for Penetration to Inside of Building Only.
Supply/ Install (1) ¾ PVC Conduit from Gate Controller to Card Reader. Pull string Only.

Trencher will be used part of the trenching process.
Hand digging will also be used in critical areas.

Exclusions:

1. Supply/Install Access Panels.
2. Payment/Performance/Bid Bonds.
3. Painting.
4. Additional requirements by local city authority.
5. Energy Code Compliance.
6. City Inspection and Permit Fees.
7. Fire Alarm
8. Low voltage systems. By others.
9. Premium Wages.
10. Brick/ Mortar/ Concrete Repairs.
11. Utility Fee's.
12. Sprinkler Repair.
13. Grass/ Shrubs, etc. replacement.
14. Low Voltage Wiring Provided and Installed By Others.

15. Underground Boring. If Boring Is Needed Additional Charges Will Occur.

Our estimate to furnish material and labor complete for the sum of: 12,568.33

Payment to be made as follows: 100% upon completion.

The scope of work on any future contract(s) shall be controlled by this document.

Proposal Authorization By:



Billy Riley
Cable Electric, Inc.

**Note: This proposal may be withdrawn if not
Accepted within 30 days.**

ACCEPTANCE OF PROPOSAL:

The above prices and conditions are satisfactory and hereby accepted. The following signature authorizes the work to be done as stated. Payment is agreed to and will be made as outlined above.

Signature

Date

Note: This proposal may be withdrawn if not accepted within 30 days or in the event that raw materials associated with our work escalates by more than five percent. Our cost may be subject to a change order for price escalations beyond our control due to the risks including acts of God, war, strikes, market pressure, material, labor shortages and similar causes.

Thank you for considering our company for this project! Our Texas Electrical Contractors License Number is TECL # 19202. Regulated by The Texas Department of Licensing and Regulations, P.O. Box 12157 Austin, Texas 78711. The Phone Numbers Are (Toll Free) 1.800.803.9202 And 512.463.6599. TDRL Website is www.tdlr.texas.gov. All work will be completed in a workmanlike manner according to standard practices. Any alteration will become an extra charge. Our workers are covered by Workmen's Compensation Insurance.



PHD

2125 Chenault Dr, Suite 100, Carrollton, TX 75006

t. 855.474.3669 f. 888.683.4640

Number PHDQ4588

Date Feb 6, 2024

Customer

City of Roanoke
Blake Gore
201 Fairway Drive
Roanoke, TX 76262
United States

Ship To

City of Roanoke
Blake Gore
201 Fairway Drive
Roanoke, TX 76262
United States

Your Sales Rep



David McDonald
4693413450
dmcdonald@phdtech.com

Phone (817) 491-6097
Fax

Phone (817) 491-6097
Fax

Here is the quote you requested.

Terms	P.O. Number	Ship Via
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Line	Qty	Description	Unit Price	Ext. Price
1		City of Roanoke - FD Gate Access		
2		<i>REQUIREMENTS: Customer to provide conduit with pull-string from building to pedestal, and pedestal to gate controller</i>		
3	1	Brivo Onair ACS300 IP door controller with WiFi & BLE for up to two (2) readers. Requires PoE, PoE+ or 12vdc Linear Power Supply	\$1,071.00	\$1,071.00
4	150	Cat6 Plenum Cable by the foot	\$0.50	\$75.00
5	250	Cat6 UV/Direct Burial Cable by the foot	\$0.65	\$162.50
6	1	18/4 UV/Direct Burial 500'	\$221.39	\$221.39
7	1	Floor mounted Overhead Door Contacts	\$26.99	\$26.99
8	1	Brivo branded HID Signo 40 single gang reader/keypad with Wiegand output. Default configuration supports Seos, iCLASS SE, iCLASS SR, iCLASS, HID Prox, Indala Prox, EM4102 Prox.	\$414.18	\$414.18
9	1	Miscellaneous Material: Varies for each job Ceiling grid wire Bolts and straps for cable Mounting hardware for various wall material Velcro Labels	\$50.00	\$50.00
10	1	PHD Project Management	\$260.00	\$260.00
11	1	Security Labor - Install Brivo ACS300 in southeastern room near back door - Install Cat6 from IT closet to ACS300 - Install Direct Burial Cat6 and 18/4 cable from ACS300 to gate controller and pedestal - Install card reader on pedestal - Make terminations between access control devices and gate controller	\$1,300.00	\$1,300.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - LABOR RATES ARE \$150 AN HOUR FOR THE FIRST HOUR WITH 15 MIN INCREMENTS FOLLOWING. ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A PER CASE BASIS - WE SPECIFICALLY DISCLAIM ANY VERBAL OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.

Line	Qty	Description	Unit Price	Ext. Price
		- Test & verify function with customer		
12		Hardware & Installation SubTotal		\$3,581.06
13		Recurring Monthly Service		
14	1	Brivo Access Monthly Subscription per door Tier 1 first two doors.	\$17.00	\$17.00
Recurring Amounts:			SubTotal	\$3,581.06
\$17.00 Billed Monthly			Tax	\$0.00
Signature of Acceptance:_____			Shipping	\$0.00
			Total	\$3,581.06

Please contact me if I can be of further assistance.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - LABOR RATES ARE \$150 AN HOUR FOR THE FIRST HOUR WITH 15 MIN INCREMENTS FOLLOWING. ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A PER CASE BASIS - WE SPECIFICALLY DISCLAIM ANY VERBAL OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 30% RESTOCKING FEE WITH ORIGINAL PACKAGING.



AGENDA ITEM

TO: Mayor & City Council

SUBJECT: Consider approval of an agreement between the City of Roanoke and Good Fulton & Farrell, Inc. for Architectural Design Services of the Roanoke Main Street Parking Garage.

MEETING DATE: May 14, 2024

DEPARTMENT: City Manager

ITEM SUMMARY:

Consider approval of an agreement between the City of Roanoke and Good Fulton & Farrell, Inc. for Architectural Design Services of the Roanoke Main Street Parking Garage.

INFORMATION:

We have developed a conceptual layout showing roughly **420 spaces spread over 4 stories**. We believe this should cost between \$9.24M and \$11.76M from a construction standpoint. This is based on a range of \$22,000 - \$28,000 per parking stall (which is how the industry looks at parking garage cost) The variables driving that \$2.52M range are:

- The construction assembly (cast-in-place vs precast concrete). Cast-in-place is more costly but more durable.
- The façade enhancements as determined by the city. It may be desired to clad in brick, perforated metal, etc. versus just the exposed concrete.
- No monetizing system is included currently (payment booth or knife arm gates).
- The inclusion of retail space at street level would push the cost to the higher range.

If we add escalation at 3% per year, Construction Cost Limit (CCL) will be in the range of \$9.52M - \$12.11M

Owner Development Costs (ODC) will be approximately \$250,000 and will include:

- Contingency



AGENDA ITEM

- Utility Fees
- Construction material testing
- Geotechnical Services
- IT Equipment (as needed to support security/ technology features)

STAFF RECOMMENDATION:

Recommend Approval

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

\$922,400

ATTACHMENTS:

1. Roanoke Parking Garage B101 2017 - Draft Agreement
2. Exhibit A - Proposal_Fixed Fee_Roanoke Parking Garage (1)
3. RPG Project Budget_24 05 02 (1)

DRAFT AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «fourteenth» day of « May » in the year « 2024»
(In words, indicate day, month and year.)

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

« »« »
City of Roanoke
500 S. Oak Street
Roanoke, TX 76262
»

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

«Good Fulton & Farrell, Inc. »« »
«3030 Nowitzki Way, Suite 400
«Dallas, TX 75219 »
«Telephone Number: 214-303-1500

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

«A four story public parking garage accommodating approximately 420 parking spaces
to be located on an approximate 3/4 acre site located at 102 S Hwy 377 in Roanoke and
Texas.
« »
« »

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

«[The City of Roanoke would like to accommodate approximately 420 parking spots in a parking garage. The Owner and Architect will validate this parking count in the initial phase of the project.

Further information regarding the project can be found in Exhibit A

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«Owner will provide survey of the property to the Architect.

Further information regarding the project can be found in Exhibit A

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

(Provide total and, if known, a line item breakdown.)

«Total Construction Cost Limit shall be approximately \$11,500,000.00 »

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

- .1 Design phase milestone dates, if any:

«To be determined »

- .2 Construction commencement date:

«To be determined »

- .3 Substantial Completion date or dates:

«To be determined »

- .4 Other milestone dates:

«None »

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

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«The delivery method is anticipated to be: Design-Bid-Build »

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

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

«To be determined »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

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

Cody Petree
City Manager
City of Roanoke
500 S. Main Street
Roanoke, TX 76262

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

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

«N/A

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

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

.1 Geotechnical Engineer:

Owner shall procure Geotechnical Engineering services. »
« »

.3 Other, if any:

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

Owner shall procure Boundary and Topographic Survey services

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

«Jason Cave, AIA »
«GFF, Inc. »
«3030 Nowitzki Way »
«Ste. 400 »
«Dallas, TX 75219 »
« »

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

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Mike Oler, PE
Managing Partner
Oler Senitz
« »
« »
« »

.2 Mechanical, Electrical and Plumbing Engineer:

Rob Irwin, PE
Project Manager
Telios Corporation
146 Payne Street
Dallas, TX 75207

.3 Civil Engineer:

Scott Gibson, PE
Team Leader, Associate Principal
TNP, Inc.
3200 S. Interstate 35E
Suite 1129
Denton, TX 76210

.4 Environmental Graphics Consultant:

Harry Mark, FAIA
RSM Design
408 West 8th Street

Suite 201
Dallas, TX 75208

- .5 Cost Estimator:
John Coakley, LCPE, LEED AP BD +C
CCM Construction Services, LLC
P.O. Box 120455
Arlington, TX 76012-0455

§ 1.1.11.2 Consultants retained under Supplemental Services:

« »

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

«GFF proposal dated May 2, 2024. »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, are not conditions of the Agreement and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, or other mutually acceptable written agreement, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

§ 2.5.4 Workers' Compensation at policy limits not less than \$500,000 each accident / \$100,000 each employee / \$500,000 policy limit.

§ 2.5.5 Employers' Liability with policy limits not less than «Five Hundred Thousand » (\$ «500,000 ») each accident, «One Hundred Thousand » (\$ «100,000 ») each employee, and «Five Hundred Thousand » (\$ « 500,000 ») policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «One Million » (\$ «1,000,000 ») per claim and «One Million » (\$ «1,000,000 ») in the annual aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services unless otherwise indicated in this Agreement or in Section 1.1.12. Services not set forth in this Article 3 are Supplemental or Additional Services.

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

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

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

by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

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

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Owner is hereby informed that governmental authorities may issue interpretations of applicable codes, statutes, and ordinances and other applicable governmental agency requirements during the term of this agreement, the timing of which are beyond the control of the Architect and which may cause Owner to incur additional unforeseen project costs and/or delays. Architect shall not be responsible for such unforeseen costs and/or delays.

§ 3.2 Schematic Design Phase Services

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

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

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

§ 3.2.5.1 The Architect shall develop a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. In the event a written response is not received within 14 days, Schematic Design shall be considered approved.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and

describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any known adjustments to the estimate of the Cost of the Work, and request the Owner's approval. In the event a written response is not received within 14 days, Design Development shall be considered approved.

§ 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 perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents, in effect at the time of document preparation and as reasonably interpreted.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of, subject to review by Owner's attorney, (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any known adjustments to the estimated Cost of the Work, take any action required under 6.5, and request Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

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

§ 3.5.2 Competitive Bidding

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

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

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

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

§ 3.5.3 Negotiated Proposals

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

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

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

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

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, for those elements of the project within Architect's scope of service and not in conflict with this Agreement, unless accepted by Architect in writing. If the Owner and Contractor modify AIA Document A201–2017 or use a different form, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement in writing.

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

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

§ 3.6.2 Evaluations of the Work

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

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

Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 Certificates for Payment to Contractor

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

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

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

§ 3.6.4 Submittals

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take

appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

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

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

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

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

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

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.30 Other Supplemental Services	Architect: Reference Exhibit A

§ 4.1.2 Description of Supplemental Services

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

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Incorporation of Ground Floor Retail Space as provided for in Exhibit A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

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

§ 4.2 Architect's Additional Services

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

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

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

- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

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

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

- .1 «Two » («2 ») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve (12) visits to the site by the Architect during construction
- .3 «One » («1 ») inspection 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 ») inspection for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-two (22) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project and promptly provide Architect with same, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs,

overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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

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

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

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

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

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

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, or if all of Architect's previous recommendations regarding construction cost and/or scope were not accepted, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation if such Cost of Work has been established as a condition of this Agreement in Article 12. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

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

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

§ 8.2 Mediation

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

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

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

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

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

☐

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

§ 8.3 Arbitration

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

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

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

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

§ 8.3.4 Consolidation or Joinder

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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

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

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

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

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

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

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

Fifteen percent (15%) of unbilled portion of Architect's fee.

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

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

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction except as follows: "Work" as used in this Agreement and further in relation to Architect's services on the project, including any documents issued or executed by Architect in the course of providing services under this Agreement, shall mean the construction and services as required by the contract documents, within the Architect's scope of services defined in this Agreement.

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

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

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

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

- .1 Stipulated Sum
(Insert amount)

«A fixed sum of Eight Hundred Twenty-Two Thousand, Nine Hundred Dollars (\$822,900) »

- .2 Percentage Basis
(Insert percentage value)

«N/A » («N/A ») % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

«N/A »

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

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

Ground Floor Retail Option: A fixed sum of Ninety Nine Thousand, Five Hundred Dollars (\$99,500)

Hourly rates equal to the following:

Principals:	Three Hundred Fifty to Five Hundred Twenty-Five (\$3500 - \$525) per hour
Other Staff:	Two and Ninety-Five Hundredths (2.95) times Direct Personnel Expense»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

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

«In accordance with amounts shown in 11.2. »

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

« »

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

Schematic Design Phase	«Fifteen »	percent (	«20 »	%)
Design Development Phase	«Twenty »	percent (	«15 »	%)
Construction Documents Phase	«Forty »	percent (	«30 »	%)
Procurement Phase	«Two »	percent (	«5 »	%)
Construction Phase	«Twenty-Three »	percent (	«30 »	%)
Total Basic Compensation	one hundred	percent (	100	%)

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

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

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

«Architect's hourly billing rates shall be as shown in 11.2. »

§ 11.8 Compensation for Reimbursable Expenses

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

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

- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

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

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

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

«Actual additional cost incurred annually. »

§ 11.10 Payments to the Architect

§ 11.10.2 Progress Payments

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

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

«1.25 » % «monthly »

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

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

«12.1 USE IF APPLICABLE: Design of a structurally supported slab is not included as part of this Agreement. In the event a structurally supported slab is desired, these services can be provided as an additional service.

12.2 USE IF APPLICABLE WHEN CIVIL HAS BEEN INCLUDED AS A BASIC SERVICE: Civil engineering services which are included as a Basic Service are on-site grading, and on-site utility plan only.

12.3 This contract shall include services provided on or after May 14th, 2024 through the ending date of the Agreement defined herein. All services provided prior to this time shall be due and payable as previously billed in addition to the amount set forth in Article 11.

12.4 Design of project identification signage shall be considered an additional service.

12.5 Platting, platting assistance, and services relating to special inspections which may be required by any codes or Owner including, but not limited to, special inspections described in Chapter 17 of the *International Building Code*, specialty permitting, including green permitting, any specialty consultants other than those specifically listed herein, low voltage (voice and data) and security are not included as a Basic Service.

12.6 THE OWNER AGREES TO LIMIT THE ARCHITECT'S LIABILITY TO THE OWNER DUE TO THE ARCHITECT'S NEGLIGENT ACTS, ERRORS, OR OMISSION, SUCH THAT THE TOTAL AGGREGATE LIABILITY OF THE ARCHITECT TO ALL THOSE NAMED SHALL NOT EXCEED ONE TIMES THE ARCHITECT'S FEE PAID BY OWNER FOR SERVICES RENDERED ON THIS PROJECT.

12.7 The Owner agrees that the sole liability for any and all claims resides GFF, Inc. and not the individual owners, shareholders or employees of GFF, Inc.

12.8 Services regarding trenching operations are not included as part of this Agreement. This includes, but is not limited to, trench design, trench shoring design, consultation regarding trenching, observation of trenching operations. The Owner agrees to require the Contractor to make all provisions for trenching operations.

12.9 The Owner has, or will, retain via separate contract, qualified professionals to assess the property for hazardous materials (including providing an asbestos survey stipulated in the Texas Asbestos Health Protection Act) and removing any such substance. As such, the Architect shall consider the building and site free of hazardous substances for the purposes of performing its work.

12.10 The Architect shall have the right to rely on the accuracy, thoroughness and completeness of all information provided by the Owner or Owner's Representative(s), including pricing, schedule, or other information provided by the Owner's construction manager, contractor, construction/cost advisor or similar party during all phases of the project, including pre-construction.

12.11 In the event the Owner elects to divide the project into multiple packages to accelerate the construction process, the Owner acknowledges this entails certain inherent risks. These include, but are not limited to, the inability to coordinate early release work with that of later packages, an increased incidence of change orders and field coordination changes, incomplete code interpretations and work in progress modifications. By utilizing multiple packages, the Owner agrees to accept these risks, and the costs and consequences associated with them, in order to achieve the perceived benefits of this process.

12.12 In the event the Architect is asked to participate in any "value engineering" process, including but not limited to utilizing substitution requests made by the Owner, Contractor, Owner's consultants, subcontractors or others, the Owner acknowledges this entails certain inherent risks. These include, but are not limited to reduced performance, increased life-cycle costs, coordination impacts pertaining to other elements of the project, unforeseen code implications, unanticipated schedule implications, and diminished overall value as a result of the proposing parties having a vested interest in such recommendations. If the Owner chooses to accept and/or directs the Architect to make revisions to the construction documents to include any value engineering recommendations and/or material substitution proposals made by others, the Owner agrees to accept these risks, and the costs and consequences associated with them, in order to achieve the perceived benefits of reduced construction cost, and hereby release Architect from any and all liability arising from same.

12.13 Preparation of a pollution control plan has not been included as a Basic Service.

12.14 Any language, term or condition of this Agreement to the contrary notwithstanding, the Architect makes no express or implied warranties, including warranties of merchantability or fitness for any purpose, regarding the Architect's service, which warranties are expressly disclaimed.

12.15 The Owner and the Architect understand, acknowledge, and agree that the Architect shall be acting as an independent contractor at all times during the performance of this Agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship.

12.16 Services related to sustainability including, but not limited to, the U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) program, are not included as a Basic Service unless specifically designated as such herein. In the event such services are provided, Owner understands and acknowledges that 1) credentialing programs (such as LEED) are exclusive programs of their respective credentialing agencies (such as USGBC); 2) independent credentialing agencies have sole authority with respect to interpreting and determining compliance with their standards and exercise broad discretionary power in doing so and 3) the Architect neither controls nor warrants the final outcome with respect to LEED or other such certifications.

12.17 Upon completion, the Architect may, as its opinion, utilize the Project to qualify for the Energy Efficient Commercial Building Federal Tax Deduction (197D) as permitted under IRS guidelines. If requested, the Owner shall acknowledge the Architect as the "Designer" of the Project by completing an allocation form (that Architect will provide) and shall allow Architects independent third-party evaluation firm (and its licensed inspector) reasonable access to perform a one-time, on-site inspection and certification of the Project's HVAC, interior lighting and/or building envelope systems.

12.18 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions. For the purpose of this Agreement the cost of such contributions and benefits shall be calculated as thirty seven one-hundredths (0.37) times direct salary of the applicable personnel.

12.19 The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX 78701-3942, Phone: 512/305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Chapter 1051 of the Texas Occupational Code.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Exhibits:

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

[☒] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

«Exhibit A – Architect’s Proposal Dated May 2, 2024 »

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

OWNER *(Signature)*

Cody Petree, City Manager

(Printed name and title)

ARCHITECT *(Signature)*

«Maria Gomez, AIA, Vice President»« »

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

May 2nd, 2024

Cody Petree
City Manager
City of Roanoke
500 S. Oak Street
Roanoke, TX 76262

RE: EXHIBIT A – PROPOSAL FOR CITY OF ROANOKE – MAIN STREET PARKING GARAGE

Dear Cody:

Thank you for the opportunity to submit a fixed fee design proposal on the above referenced project. We understand that The City of Roanoke (“Owner”) would like GFF Architects (“GFF”) to assist in delivering architectural design services for a new public parking garage. The location for the project consists of a +/- 3/4-acre tract of land along Highway 377, between Main Street and Bowie Street in Roanoke, Texas (the “Site”). Our team will provide great service throughout the duration of this project and look forward to a successful teaming arrangement between the City of Roanoke and GFF. This letter outlines our basic project understanding, the scope of services we propose and the related fees.

PROJECT UNDERSTANDING:

- The City of Roanoke, Texas controls a roughly 3/4-acre site that is located on the southeast corner of State Hwy 377 (Denton Hwy) and Main Street in Roanoke.
- The location is a prominent corner that has the potential to function as a gateway that leads visitors to S Oak Street, which is activated with retail, restaurants and other mixed uses.
- This project is for the design of a 4-level garage structure that marks the entrance to the district and supports the existing parking needs.
- Initial conceptual studies should consider the possibility of including about 6,000 sf of retail space on the ground floor along Main Street or Bowie Street as an option for consideration.
- The garage is anticipated to accommodate 420 spaces and be naturally ventilated cast-in-place structure.
- The Façade treatments will include a branding element with the intent of marking this as a gateway to the district.
- We anticipate having a landscaped pedestrian entry plaza along Main Street.
- The landscape design fee is limited to designing elements on the ground and does not anticipate shade structures, custom site furnishings, or planting in upper levels.
- The City will provide a survey of the existing conditions, including topography and tree survey, as well as a geotechnical study of the soils on the site.
- At this time, there is no need for a Parking Access Revenue Control System (PARCS) but the building will include rough-in conduit for future power and data such that such system can be added at a later time.
- The site and garage construction are expected to take 12 months.
- For the purposes of this proposal we anticipate construction will be completed by October of 2025.
- All work is expected to be issued as one package and will be constructed at the same time.
- Design and documentation of off-site improvements, cross-access agreements and parking agreements as required by the City, TxDot and any other entity is by others.
- The anticipated Construction Cost Limit (CCL) is between \$9.5M - \$12M depending on amenities included and market forces at the time of bidding.

PROJECT TEAM:

Owner's Team

Cody Petree
Jeriahme Miller

City Manager
Assistant City Manager

GFF Architects Team

Maria Gomez, AIA
Jason Cave, AIA
Garrett Barker, AIA

Architect

Principal-in-Charge
Project Director
Project Manager

SCOPE OF SERVICES:

Basic Services

- Provide Architectural, Civil, Landscape, Structural, MEP, Parking, Signage consulting services from Schematic Design through the conclusion of Construction Documents, for the project described above, per the terms of the AIA B 101, Standard Form of Agreement Between Owner and Architect, 2017 edition. Basic services include 100 hours of Bidding, Negotiation and Permitting. Any hours spent beyond that amount will be additional services.
- Provide standard Contract Administration services for reviewing shop drawings, attending jobsite meetings, clarifying the intent of the construction documents, etc., per the terms of the AIA B 101, 2017 edition for up to 12 months. Basic Services shall include up to 14 site visits consisting of 1 site visit per month and 2 punch list visits. Services beyond these amounts shall be Additional Services.
- Pre-construction cost estimates for the Architect's 100% SD, 100% DD, 50% CD phase submittals.
- GFF will attend up to (2) Planning & Zoning or City Council meetings.

Supplemental Services

- Consultants other than those listed above.
- Retail space option: GFF will explore the incorporation of ground floor retail space into the project as part of basic services. If this option is selected by the Owner, the documentation of this retail design shall become a supplemental service.

Owner Provided Services

The Owner shall furnish the following services to the Architect, when such services are required to complete the project.

- Boundary and Topographical survey
- Tree Survey
- Platting Services

Exclusions from Architect's Services

The need for the below services is not anticipated at this time, however, the Architect could provide them as Additional Services, when authorized by the Owner in order to complete the project.

- Off-site street ROW alterations and improvements
- Off-site utility engineering, including storm water utilities
- Hydrologic and hydraulic analysis, including streams and flood plains
- Underfloor drainage and foundation French drain systems
- Subsurface utility engineering (SUE)
- Construction staking
- Incorporating the Contractor's field changes into the contract documents
- Waters of the United States delineation
- Threatened and endangered species habitat assessment
- Historical cultural resources assessment
- Traffic impact analysis
- Traffic control/signal studies or implementation
- Environmental or hazardous materials issues
- Leadership in Energy and Environmental Design (LEED) certification
- Energy modeling and utility bill estimates
- Preparation of systems life cycle cost analysis (LCA)
- Fueling systems and canopies
- Public Community Meetings beyond the (2) identified above
- Professional models and renderings produced out-of-house
- Virtual reality animation modeling and rendering

PROJECT MILESTONES:

- Architect's anticipated submittals and Owner review meetings by phase:
 - 100% Schematic Design
 - 100% Design Development

- 50% Construction Documents
- 95% Construction Documents/ Permitting Set/ Bid Set
- Issue for Construction Set (no Owner review meeting)

FEES:

We propose to perform this work for a fixed sum as follows:

Basic Services Fees	\$822,900
Supplemental Services	
• Retail Space Design	\$99,500
Total Fees and Expenses Allowance	\$922,400

The above fees are based on a maximum \$11.5 million construction contract amount. The total final executed construction contract amount shall not exceed \$11.5 million.

Additional services not included in Basic Services, will be billed monthly as charges are incurred. We propose to perform this work on an hourly basis at the following rates:

Principals: \$345 – \$405/ hour depending on the individual

Other Staff: 2.95 x Direct Personnel Expense

• *Reimbursable Expenses*

In addition to the basic services fees, printing, deliveries, travel, plots, taxes on goods or services, and other reimbursable expenses per AIA B 101, 2017, Ed. will be invoiced at 1.1 times invoice amount, or the equivalent for in-house expenses.

OTHER PROVISIONS:

- Terms and conditions shall be as set forth in AIA B101, 2017, Ed., unless otherwise specifically set forth herein. "Work", as used therein and further in relation to the Architect's Services, including any documents issued or executed by Architect in the course of providing services under this Agreement, shall mean the construction and services required by any contract documents, within the scope of services set forth in this agreement.
- The Owner has or will retain, via separate contract, qualified professionals to assess the property for hazardous materials (including providing an asbestos survey stipulated in the Texas Asbestos Health Protection Act) and removing any such substances. As such, the Architect shall consider the building and site free of hazardous substances for the purpose of performing its work.
- Design, coordination and documentation of off-site improvements, cross-access agreements and parking agreements as required by the City, the lender or any other entity is by others.
- GFF shall have the right to rely on the accuracy, thoroughness, and completeness of all information provided by the Owner or Owner's representative(s), including pricing, schedule, or other information provided by the Owner's Construction Manager, Contractor, or similar advisor during all phases of the project, including pre-construction.
- In the event the Owner elects to divide the project into multiple packages to accelerate the construction process, the Owner acknowledges this entails certain inherent risks. These include, but are not limited to, the inability to coordinate early release work with that of later packages, an increased incidence of change orders and field coordination changes, incomplete code interpretations, and work-in-progress modifications. By utilizing multiple packages, the Owner agrees to accept these risks, and the costs and consequences associated with them, in order to achieve the perceived benefits of reduced construction time.

- This proposal is based on all buildings being designed, documented, permitted, and constructed at the same time. Should Owner elect to proceed with the project in phases, GFF can provide that as an additional service.
- In the event GFF is asked to participate in any "value engineering" process, including but not limited to utilizing substitution requests made by the Owner, Contractor, Owner's consultants, subcontractors or others, the Owner acknowledges this entails certain inherent risks. These include, but are not limited to reduced performance, increased life-cycle costs, coordination impacts pertaining to other elements of the project, unforeseen code implications, unanticipated schedule implications, and diminished overall value as a result of the proposing parties having a vested interest in such recommendations. If the Owner chooses to accept and/or directs the Architect to make revisions to the construction documents to include any value engineering recommendations and/or material substitution proposals made by others, the Owner agrees to accept these risks, and the costs and consequences associated with them, in order to achieve the perceived benefits of reduced construction cost, and hereby release Architect from any and all liability arising from same.
- Services regarding trenching operations are not included as part of this agreement. This includes, but is not limited to, trench design, trench shoring design, consultation regarding trenching, and observation of trenching operations. The Owner agrees to require the Contractor to make all provisions for trenching operations.
- Any language, term or condition of this Agreement to the contrary notwithstanding, the Architect makes no express or implied warranties.
- NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE OWNER AGREES TO LIMIT ARCHITECT'S LIABILITY DUE TO ACTS, ERRORS OR OMISSIONS ALLEGED IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN TORT OR CONTRACT, SUCH THAT THE TOTAL AGGREGATE LIABILITY OF THE ARCHITECT SHALL NOT EXCEED ONE TIMES THE ARCHITECT'S FEE PAID BY OWNER FOR SERVICES RENDERED ON THIS PROJECT.
- The Owner agrees that the sole liability for any and all claims resides with GFF, Inc. and not the individual owners, shareholders or employees of GFF, Inc.
- The Owner and the Architect understand, acknowledge, and agree that the Architect shall be acting as an independent contractor at all times during the performance of this Agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship.
- The parties acknowledge that no set of plans and specifications is free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the Standard of Care. All costs of architectural errors, omissions or other changes which result in "betterment" or "value added" to the Owner shall be borne by the Owner, not the Architect, (to the extent of the betterment or value added) and shall not be the basis of a claim. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from errors and omissions, and the Architect shall not be liable therefore unless the aggregate additional costs (less betterment) of the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the Standard of Care.
- The following are not included as a Basic Service: the design of a structurally-suspended slab, tower crane foundation(s), services relating to exterior signage or graphics (other than that specifically required by code), platting, platting assistance, services relating to special inspections which may be required by any codes or Owner including, but not limited to, special inspections described in Chapter 17 of the *International Building Code*, specialty permitting, including green permitting, any specialty consultants other than those specifically listed herein, low voltage (voice and data) and security.
- Owner has or will provide a site-specific geotechnical report for the site for our use in designing the structural systems for the buildings. Should the report indicate a structured or suspended floor slab is required, GFF and its Consultants can provide that design as an additional service.
- Owner represents and warrants that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to perform its obligations under this Agreement.

- Payment shall be due within 30 days from the date of the invoice (Net 30). All invoices that remain unpaid after 30 days will be assessed a service charge of 1.25% per month, compounded monthly. Architect will stop work if any payment becomes more than 60 days past due and will resume work only upon receipt of payment for all past due amounts.
- Services related to the incorporation of environmentally responsible design including, but not limited to, the U.S. Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) program, are not included as a Basic Service unless so designated herein. In the event such services are provided, Owner understands and acknowledges that 1) credentialing programs (such as LEED) are exclusive programs of their respective credentialing agencies (such as USGBC); 2) independent credentialing agencies have sole authority with respect to interpreting and determining compliance with their standards and exercise broad discretionary power in doing so and 3) the Architect neither controls nor warrants the final outcome with respect to LEED or other such certifications.
- Upon completion, the Architect may, at its option, utilize the Project to qualify for the Energy Efficient Commercial Building Federal Tax Deduction (179D) as permitted under IRS guidelines. If requested, the Owner shall acknowledge the Architect as the "Designer" of the Project by completing an allocation form (that Architect will provide) and shall allow the Architect's independent third-party evaluation firm (and its licensed inspector) reasonable access to perform a one-time, on-site inspection and certification of the Project's HVAC, interior lighting and/or building envelope systems.
- If, at the Owner's request, the Architect's Work is delayed by more than 60 cumulative days, the Architect's compensation may be adjusted accordingly.
- This proposal shall be valid for a period of up to 60 days from the date of the proposal.

If this proposal is acceptable, please sign and return one (1) copy to my office, to signify your acceptance, which shall also serve as our authorization to proceed. As an alternative, in the event services or instruments of service are provided by Architect and accepted by you, this shall also constitute acceptance of this proposal.

Thank you again for the opportunity to be a part of your team.

Sincerely,
GFF

Jason Cave, AIA
Associate Principal + Director of Civic Practice

cc: Evan Beattie, AIA, LEED AP
Allison Hubbard, MBA
Jim West, AIA LEED AP
Maria Gomez, AIA

ACKNOWLEDGED AND APPROVED:

Signature

Date

Name/Title

The Texas Board of Architectural Examiners, PO Box 12337, Austin, TX 78711-2337, Phone: 512/305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Chapter 1051 of the Texas Occupational Code.

Master Version 03.22.2024

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Project Budget Worksheet

Roanoke Main Street Parking Garage

GFFdesign



May 2, 2024

Total Project Budget (All Phases)	\$13,000,000
Owner's Total Probable Costs (CCL + ODC + PF&E)	\$13,000,000

Construction Contract Limit (CCL)	Quantity	Cost/ SF	Estimated Cost
Parking Garage	130,000		\$11,500,000
Total Projected Construction Contract Limit (CCL)			\$11,500,000

Owner's Development Cost (ODC)			Subtotal
Owner's Contingency (outside of construction contract)	3.0%		\$345,000
Building Permit Fees			N/A
Utility Company Fees			\$17,600
Construction Material Testing and Inspections			\$98,000
IT Equipment			\$50,000
Geotechnical Services			\$42,000
Furniture, Fixtures & Equipment			\$25,000
Total Owner's Development Cost (ODC)			\$577,600

Professional Fees & Expenses (PF&E)			
Architectural & Engineering Basic Services			\$822,900
Reimbursable Expenses			Included
Grc Reimbursable Expenses			\$99,500
Total Professional Fees & Expenses (PF&E)	Total		\$922,400

Assumptions:

- 1 Start of Design is June 2024
- 2 Start of Construction is April 2025



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: May 4, 2024 General Election Canvass

MEETING DATE: May 14, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action on approval of Ordinance No. 2024-105 canvassing and certifying the election returns, including the returns of early voting ballots cast in connection with the General Election held on May 4, 2024, to elect the Mayor and three (3) City Council members, one (1) per Ward, all for three (3) year terms.

INFORMATION:

Texas Election Code: Chapter 67

Section 67.003. TIME FOR LOCAL CANVASS

(a) Repealed by Acts 2017, 85th Leg., R.S., Ch. 992 (H.B. 929), Sec. 3, eff. September 1, 2017. (b) Except as provided by Subsection (c), each local canvassing authority shall convene to conduct the local canvass at the time set by the canvassing authority's presiding officer not later than the 11th day after election day and not earlier than the later of:

- (1) the third day after election day;
- (2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or
- (3) the date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States.

(c) In an election described by Section 65.051(a-1), the time for the local canvass may be set not later than the 14th day after election day.

PLEASE NOTE:

The total number of votes cast, listed in the ordinance, are preliminary numbers and could change by a small amount, depending on timely ballots.



AGENDA ITEM

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 2024-105

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

1. ORD NO 2024-105 - Canvass General Election Results May 4 2024
2. ORD NO 2024-105 - Canvass General Election Results May 4 2024 - Spanish
3. ORD NO 2024-105 - Canvass General Election Results May 4 2024 - Vietnamese
4. Exhibit A - Denton County - Unofficial Results Cumulative
5. Exhibit A - Tarrant County - Unofficial Results Cumulative
6. ORD NO 2024-104 - Unopposed Candidate Councilmembers Wards 1 - 2 - 3 - English

ORDINANCE NO. 2024-105

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, CANVASSING AND CERTIFYING THE ELECTION RETURNS, INCLUDING THE RETURNS OF EARLY VOTING BALLOTS CAST IN CONNECTION WITH THE GENERAL ELECTION HELD ON MAY 4, 2024, TO ELECT THE MAYOR AND THREE (3) CITY COUNCIL MEMBERS, ONE (1) PER WARD, ALL FOR THREE (3) YEAR TERMS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, on May 4, 2024, a general election was held in the City of Roanoke, Texas, to elect the Mayor and three (3) City Councilmember, one (1) per Ward in Ward 1, Ward 2 and Ward 3, all to a three-year term of office; and

WHEREAS, Ordinance 2024-104 was passed and approved on March 26, 2024, declaring unopposed candidate for office of Councilmember Ward 1, Councilmember Ward 2, and Councilmember Ward 3, canceling the election for Ward 1, Ward 2, and Ward 3 for those purposes; and

WHEREAS, the official returns, including returns of early voting ballots cast, of the presiding judges of the General Election have been presented and delivered; and the City Council acting in capacity as the Canvassing Board and has duly canvassed said returns in accordance with the law; and

WHEREAS, the returns of the General Election, including the returns of the early voting ballots, duly and legally made, determined that each candidate for the office of Mayor, to a three-year term of office received the following votes:

Name of Candidate	Total Number of Absentee Votes	Total Number of Early Votes	Total Number of Votes Received on Election Day	Total Number of Votes Received
Sean Turner	6	206	128	340
Carl "Scooter" Gierisch, Jr.	17	766	259	1,042

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

Section 1. FINDINGS INCORPORATED

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2.

That the City Council officially finds and determines an election was duly ordered to be held in the City of Roanoke, Texas, on the 4th day of May, 2024, to elect the Mayor and three (3) City Councilmember, one (1) per Ward in Ward 1, Ward 2 and Ward 3, all to a three-year term of office.

Section 3.

That the City Council of Roanoke, Texas, officially finds and determines that only residents of the City of Roanoke, Texas, were allowed to cast votes at said election.

Section 4.

That pursuant to the applicable provisions of the Texas Local Government Code, and the Texas Election Code, the City Council of the City of Roanoke, Texas, officially finds and determines and declares the results of said election to be that:

- (a) Carl "Scooter" Gierisch, Jr. is hereby elected as Mayor at large to a three (3) year term of office by a majority vote of the voters.
- (b) Hogan Page was previously declared elected as Councilmember in Ward 1 to a three (3) year term per City Ordinance No. 2024-104, which previously declared the unopposed candidate elected to office.
- (c) Bryan Moyers was previously declared elected as Councilmember in Ward 2 to a three (3) year term per City Ordinance No. 2024-104, which previously declared the unopposed candidate elected to office.
- (d) David Thompson was previously declared elected as Councilmember in Ward 3 to a three (3) year term per City Ordinance No. 2024-104, which previously declared the unopposed candidate elected to office.

Section 5.

That the Mayor is hereby authorized and directed to execute and deliver Certificates of Election to the successful candidates elected at the General Election, as specified in Section 4 of this Ordinance.

Section 6.

That the Mayor is hereby authorized and directed to execute and deliver the Canvass of the General Election, a copy of which is attached hereto as ***Exhibit A***, in accordance with the election laws of the State of Texas, and to take all other action necessary in connection therewith.

Section 7.

That the City Secretary of the City of Roanoke is hereby authorized and directed to publish this Ordinance, or its caption in one issue of the official City newspaper as required by Section 52.013 of the Texas Local Government Code.

Section 8.

That this Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 14th day of May, 2024.

APPROVED:

Carl E. Gierisch, Jr., Mayor

ATTEST:

April S. Hill, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

EXHIBIT A
ORDINANCE 2024-105

THE CITY OF ROANOKE, TEXAS
CANVASS OF GENERAL ELECTION

I, the undersigned Mayor of the City of Roanoke, Texas, and Presiding Officer of the Canvassing Authority of the City met, on May 14, 2024, with the City Council, sitting as the Canvassing Board to canvass the returns of the General Election held on May 4, 2024, at the Roanoke Public Library, 308 S. Walnut Street, Roanoke, Texas.

I DO HEREBY CERTIFY that the figures on the tally sheets correspond with the figures on the returns.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the seal of the City of Roanoke, Texas to be affixed hereto, this the 14th day of May, 2024.

SEAL

Carl E. Gierisch, Jr., Mayor and Presiding
Officer of the Canvassing Authority
Roanoke, Texas

ORDENANZA NO. 2024-105

UNA ORDENANZA DEL CONCEJO MUNICIPAL DE LA CIUDAD DE ROANOKE, TEXAS, QUE ESCRUTA Y CERTIFICA LOS RESULTADOS DE LAS ELECCIONES, INCLUYENDO LOS RESULTADOS DE LAS BOLETAS DE VOTACIÓN ANTICIPADA EMITIDAS EN RELACIÓN CON LA ELECCIÓN GENERAL CELEBRADA EL 4 DE MAYO DE 2024, PARA ELEGIR AL ALCALDE Y A TRES (3) MIEMBROS DEL CONCEJO MUNICIPAL, UNO (1) POR DISTRITO, TODOS POR PERÍODOS DE TRES (3) AÑOS; Y ESTABLECIENDO UNA FECHA DE VIGENCIA INMEDIATA.

CONSIDERANDO, que el 4 de mayo de 2024, se llevó a cabo elección general en la Ciudad de Roanoke, Texas, para elegir al Alcalde y tres (3) Miembros del Consejo de la Ciudad, uno (1) por Distrito en el Distrito 1, Distrito 2 y Distrito 3, todos a un mandato de tres años; y

CONSIDERANDO, que la Ordenanza 2024-104 fue aprobada el 26 de marzo de 2024, declarando candidato sin oposición para el cargo de Miembro del Consejo del Distrito 1, Miembro del Consejo del Distrito 2 y Miembro del Consejo del Distrito 3, cancelando la elección para el Distrito 1, Distrito 2 y Distrito 3 para aquellos propósitos; y

CONSIDERANDO, que se han presentado y entregado los resultados oficiales, incluidos los resultados de las boletas de votación anticipada emitidas, de los jueces que presiden la Elección General; y que el Consejo Municipal actuando en calidad de Junta de Escrutinio y ha escrutado debidamente dichos resultados de conformidad con la ley; y

CONSIDERANDO, que los resultados de la Elección General, incluidos los resultados de las boletas de votación anticipada, debida y legalmente realizadas, determinó que cada candidato al cargo de Alcalde, por un período de tres años, recibió los siguientes votos:

Nombre del candidato	Número total de votos ausentes	Número total de votos anticipados	Número total de votos recibidos el día de las elecciones	Número total de votos recibidos
Sean Turner	6	206	128	340
Carl "Scooter" Gierisch, Jr.	17	766	259	1,042

POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE ROANOKE, TEXAS ORDENA:

Sección 1. HALLAZGOS INCORPORADOS

Los hallazgos expuestos anteriormente se incorporan al cuerpo de esta Ordenanza como si estuvieran plenamente establecidas en el mismo.

Sección 2.

Que el Concejo Municipal encuentra y determina oficialmente que se ordenó debidamente una elección a celebrarse en la Ciudad de Roanoke, Texas, el día 4 de mayo de 2024, para elegir al Alcalde y tres (3) Miembros del Consejo, uno (1) por Distrito en Distrito 1, Distrito 2 y Distrito 3, todos por un mandato de tres años.

Sección 3.

Que el Concejo Municipal de Roanoke, Texas, encuentra y determina oficialmente que solo a los residentes de la Ciudad de Roanoke, Texas, se les permitió emitir votos en dicha elección.

Sección 4.

Que de conformidad con las disposiciones aplicables del Código de Gobierno Local de Texas y el Código Electoral de Texas, el Concejo Municipal de la Ciudad de Roanoke, Texas, encuentra y determina y declara oficialmente que los resultados de dicha elección son los siguientes:

- (a) Por la presente, se elige a Carl "Scooter" Gierisch, Jr. como Alcalde general por un mandato de tres (3) años por mayoría de votos de los votantes.
- (b) Hogan Page fue declarado previamente electo como Miembro del Consejo en el Distrito 1 por un período de tres (3) años según la Ordenanza Municipal No. 2024-104, que previamente declaró electo para el cargo al candidato sin oposición.
- (c) Bryan Moyers fue declarado previamente electo como Miembro del Consejo en el Distrito 2 por un período de tres (3) años según la Ordenanza Municipal No. 2024-104, que previamente declaró electo para el cargo al candidato sin oposición.
- (d) David Thompson fue declarado previamente electo como Miembro del Consejo en el Distrito 3 por un período de tres (3) años según la Ordenanza Municipal N° 2024-104, que previamente declaró electo para el cargo al candidato sin oposición.

Sección 5.

Que por la presente se autoriza y ordena al Alcalde a ejecutar y entregar Certificados de Elección a los candidatos elegidos en la Elección General, como se especifica en la Sección 4 de esta Ordenanza.

Sección 6.

Que por la presente se autoriza y ordena al Alcalde a ejecutar y entregar el Escrutinio de la Elección General, una copia del cual se adjunta al presente como **Anexo A**, de acuerdo con las leyes electorales del Estado de Texas, y a tomar todas las demás medidas necesarias en conexión con el mismo.

Sección 7.

Que por la presente se autoriza y ordena al Secretario Municipal de la Ciudad de Roanoke publicar esta Ordenanza, o su título en una edición del periódico oficial de la Ciudad, según lo exige la Sección 52.013 del Código de Gobierno Local de Texas.

Sección 8.

Que esta Ordenanza entrará en vigor a partir de su fecha de aprobación de conformidad con la ley, y así se ordena.

ACEPTADO, APROBADO Y ADOPTADO por el Concejo Municipal de la Ciudad de Roanoke, Texas, el día 14 de mayo de 2024.

APROBADO:

Carl E. Gierisch, Jr., Alcalde

DA FE:

April S. Hill, Secretaria Municipal

APROBADO EN FORMA:

Jeff Moore, Abogado Municipal

ANEXO A
ORDENANZA 2024-105

LA CIUDAD DE ROANOKE, TEXAS
ESCRUTINIO DE ELECCIÓN GENERAL

Yo, el abajo firmante Alcalde de la Ciudad de Roanoke, Texas, y Presidente de la Autoridad de Escrutinio de la Ciudad, me reuní el 14 de mayo de 2024 con el Concejo Municipal, actuando como Junta de Escrutinio para escrutar los resultados de la Elección General celebrada el 4 de mayo de 2024, en la Biblioteca Pública de Roanoke, 308 S. Walnut Street, Roanoke, Texas.

POR LA PRESENTE CERTIFICO que las cifras de las actas de escrutinio corresponden con las cifras de los resultados.

EN FE DE LO CUAL, firmo el presente y hago que se estampe el sello de la ciudad de Roanoke, Texas, el día 14 de mayo de 2024.

SELLO

Carl E. Gierisch, Jr., Alcalde y Presidente de
la Autoridad de Escrutinio
Roanoke, Texas

SẮC LỆNH SỐ 2024-105

MỘT SẮC LỆNH CỦA HỘI ĐỒNG THÀNH PHỐ THÀNH PHỐ ROANOKE, TEXAS, KIỂM PHIẾU VÀ XÁC NHẬN KẾT QUẢ BẦU CỬ, BAO GỒM CẢ BẢN THỐNG KÊ CÁC LÁ PHIẾU BỎ PHIẾU SỚM LIÊN QUAN ĐẾN CUỘC TỔNG TUYỂN CỬ ĐƯỢC TỔ CHỨC VÀO NGÀY 4 THÁNG 5 NĂM 2024, ĐỂ BẦU THỊ TRƯỞNG VÀ BA (3) ỦY VIÊN HỘI ĐỒNG THÀNH PHỐ, MỘT (1) ỦY VIÊN MỖI KHU VỰC, TẤT CẢ ĐỀU CÓ NHIỆM KỲ BA (3) NĂM; VÀ QUY ĐỊNH NGÀY CÓ HIỆU LỰC NGAY LẬP TỨC.

XÉT RẰNG, vào ngày 4 tháng 5 năm 2024, một cuộc tổng tuyển cử đã được tổ chức tại Thành phố Roanoke, Texas, để bầu ra Thị trưởng và ba (3) Ủy viên Hội đồng Thành phố, một (1) Ủy viên mỗi Khu vực ở Khu vực 1, Khu vực 2 và Khu vực 3, tất cả đều có nhiệm kỳ ba năm; và

XÉT RẰNG, Sắc lệnh 2024-104 đã được thông qua và phê duyệt vào ngày 26 tháng 3 năm 2024, tuyên bố ứng cử viên không có đối thủ cho chức vụ Ủy viên Hội đồng Khu vực 1, Ủy viên Hội đồng Khu vực 2 và Ủy viên Hội đồng Khu vực 3, hủy bỏ cuộc bầu cử cho Khu vực 1, Khu vực 2 và Khu vực 3 vì những mục đích đó; và

XÉT RẰNG, các bản thống kê chính thức, bao gồm cả bản thống kê phiếu bầu sớm, của các thẩm phán chủ tọa cuộc Tổng tuyển cử đã được trình và chuyển giao; và Hội đồng Thành phố có vai trò là Ban Kiểm phiếu và đã kiểm tra các bản thống kê nói trên một cách hợp pháp theo quy định của pháp luật; và

XÉT RẰNG, các bản thống kê cuộc Tổng tuyển cử, bao gồm cả bản thống kê các lá phiếu bầu sớm, được thực hiện hợp lệ và hợp pháp, đã xác định rằng mỗi ứng cử viên cho chức vụ Thị trưởng, với nhiệm kỳ ba năm sẽ nhận được số phiếu bầu sau:

Tên Ứng cử viên	Tổng số phiếu khiếm diện	Tổng số phiếu bầu sớm	Tổng số phiếu nhận được vào ngày bầu cử	Tổng số phiếu nhận được
Sean Turner	6	206	128	340
Carl "Scooter" Gierisch, Jr.	17	766	259	1.042

DO ĐÓ, HỘI ĐỒNG THÀNH PHỐ ROANOKE, TEXAS ĐÃ QUYẾT ĐỊNH:

Phần 1. KẾT QUẢ TỔNG HỢP

Những kết quả nêu trên được tổng hợp vào nội dung của Sắc lệnh này như thể được nêu đầy đủ trong sắc lệnh này.

Phần 2.

Rằng Hội đồng Thành phố chính thức xét thấy và xác định một cuộc bầu cử đã được yêu cầu tổ chức hợp lệ tại Thành phố Roanoke, Texas, vào ngày 4 tháng 5 năm 2024, để bầu Thị trưởng và ba (3) Ủy viên Hội đồng Thành phố, một (1) Ủy viên mỗi Khu vực tại Khu vực 1, Khu vực 2 và Khu vực 3, tất cả đều có nhiệm kỳ 3 năm.

Phần 3.

Rằng Hội đồng Thành phố Roanoke, Texas, chính thức xét thấy và xác định rằng chỉ cư dân của

Thành phố Roanoke, Texas, mới được phép bỏ phiếu tại cuộc bầu cử nói trên.

Phần 4.

Theo các điều khoản hiện hành của Bộ luật Chính quyền Địa phương Texas và Bộ luật Bầu cử Texas, Hội đồng Thành phố Thành phố Roanoke, Texas, chính thức xét thấy, xác định và công bố kết quả của cuộc bầu cử nói trên là:

- (a) Carl “Scooter” Gierisch, Jr. theo đây được bầu làm Thị trưởng với nhiệm kỳ ba (3) năm theo đa số phiếu của cử tri.
- (b) Hogan Page trước đây đã được tuyên bố được bầu làm Ủy viên Hội đồng tại Khu vực 1 với nhiệm kỳ ba (3) năm theo Sắc lệnh Thành phố Số 2024-104, trước đó đã tuyên bố ứng cử viên không có đối thủ đã được bầu vào chức vụ.
- (c) Bryan Moyers trước đây đã được tuyên bố được bầu làm Ủy viên Hội đồng Khu vực 2 với nhiệm kỳ ba (3) năm theo Sắc lệnh Thành phố Số 2024-104, trước đó đã tuyên bố ứng cử viên không có đối thủ đã được bầu vào chức vụ.
- (d) David Thompson trước đây đã được tuyên bố được bầu làm Ủy viên Hội đồng Khu vực 3 với nhiệm kỳ ba (3) năm theo Sắc lệnh Thành phố Số 2024-104, trước đó đã tuyên bố là ứng cử viên không có đối thủ đã được bầu vào chức vụ.

Phần 5.

Rằng Thị trưởng được ủy quyền và chỉ đạo thực hiện và trao Giấy chứng nhận bầu cử cho các ứng cử viên trúng cử trong cuộc Tổng tuyển cử, như quy định tại Mục 4 của Sắc lệnh này.

Phần 6.

Rằng Thị trưởng được ủy quyền và chỉ đạo thực hiện và chuyển giao Bản kiểm phiếu cuộc tổng tuyển cử, một bản sao được đính kèm dưới đây là **Phụ lục A**, phù hợp với luật bầu cử của Bang Texas, và thực hiện mọi hành động cần thiết khác theo đó.

Phần 7.

Rằng Thư ký Thành phố của Thành phố Roanoke theo đây được ủy quyền và chỉ đạo công bố Sắc lệnh này hoặc chú thích của sắc lệnh trên một số báo chính thức của Thành phố theo yêu cầu của Mục 52.013 của Bộ luật Chính quyền Địa phương Texas.

Phần 8.

Rằng Pháp lệnh này sẽ có hiệu lực kể từ ngày được thông qua theo quy định của pháp luật và được quy định như vậy.

ĐƯỢC THÔNG QUA, ĐƯỢC PHÊ DUYỆT VÀ ĐƯỢC THỰC HIỆN bởi Hội đồng Thành phố Roanoke, Texas vào ngày 14 tháng 5 năm 2024.

ĐÃ PHÊ DUYỆT:

Carl E. Gierisch, Jr., Thị trưởng

XÁC NHẬN:

April S. Hill, Thư ký Thành phố

BIỂU MẪU ĐƯỢC PHÊ DUYỆT:

Jeff Moore, Luật sư Thành phố

PHỤ LỤC A
SẮC LỆNH 2024-105

HỘI ĐỒNG KIỂM PHIẾU CỦA CUỘC TỔNG TUYỂN CỬ
THÀNH PHỐ ROANOKE, TEXAS

Tôi, Thị trưởng ký tên dưới đây của Thành phố Roanoke, Texas, và Quan chức Chủ tọa của Cơ quan Kiểm phiếu của Thành phố đã có cuộc gặp mặt, vào ngày 14 tháng 5 năm 2024, với Hội đồng Thành phố, với tư cách là Hội đồng Kiểm phiếu để kiểm phiếu kết quả cuộc Tổng tuyển cử được tổ chức vào ngày 4 tháng 5 năm 2024, tại Roanoke Public Library, 308 S. Walnut Street, Roanoke, Texas.

TÔI XÁC NHẬN rằng các số liệu trên bảng kiểm kê tương ứng với các số liệu trên bản thống kê.

ĐỂ LÀM BẰNG CHỨNG, tôi đồng ý đóng dấu của Thành phố Roanoke, Texas vào đây, đây vào ngày 14 tháng 5 năm 2024.

DẤU

Carl E. Gierisch, Jr., Thị trưởng và Quan
chức Chủ tọa của Cơ quan Kiểm phiếu
Roanoke, Texas

Roanoke Cumulative

Denton County

Unofficial Results

Joint, General and Special Elections

Registered Voters

1384 of 6481 = 21.35%

Precincts Reporting

3 of 3 = 100.00%

Run Time 8:04 AM
Run Date 05/06/2024

5/4/2024

Page 1

City of Roanoke Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Sean Turner		6	26.09%	205	21.11%	128	33.07%	339	24.55%
Carl "Scooter" Gierisch		17	73.91%	766	78.89%	259	66.93%	1,042	75.45%
Cast Votes:		23	100.00%	971	100.00%	387	100.00%	1,381	100.00%
Undervotes:		0		0		2		2	
Overvotes:		0		1		0		1	

City of Roanoke Councilmember Ward 1

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Hogan Page		5	100.00%	201	100.00%	65	100.00%	271	100.00%
Cast Votes:		5	100.00%	201	100.00%	65	100.00%	271	100.00%
Undervotes:		4		60		21		85	
Overvotes:		0		0		0		0	

City of Roanoke Councilmember Ward 2

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Bryan Moyers		4	100.00%	283	100.00%	111	100.00%	398	100.00%
Cast Votes:		4	100.00%	283	100.00%	111	100.00%	398	100.00%
Undervotes:		3		48		32		83	
Overvotes:		0		0		0		0	

City of Roanoke Councilmember Ward 3

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
David Thompson		7	100.00%	287	100.00%	104	100.00%	398	100.00%
Cast Votes:		7	100.00%	287	100.00%	104	100.00%	398	100.00%
Undervotes:		0		93		56		149	
Overvotes:		0		0		0		0	

*** End of report ***

Cumulative Report

EN24 Joint Elections

Run Time 10:57 PM

Run Date 05/04/2024

Tarrant County

Joint General and Special Elections

5/4/2024

Page 29

Unofficial Results

Ballots Cast

83166

City of Roanoke Mayor

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Sean Turner		0	0.00%	1	100.00%	0	0.00%	1	100.00%
Carl 'Scooter' Gierisch		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	1	100.00%	0	0.00%	1	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Cumulative Report

EN24 Joint Elections

Run Time 10:57 PM

Run Date 05/04/2024

Tarrant County

Joint General and Special Elections

5/4/2024

Page 30

Unofficial Results

Ballots Cast

83166

City of Roanoke Councilmember, Ward 1

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Hogan Page		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

City of Roanoke Councilmember, Ward 2

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Bryan Moyers		0	0.00%	1	100.00%	0	0.00%	1	100.00%
Cast Votes:		0	0.00%	1	100.00%	0	0.00%	1	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

ORDINANCE NO. 2024-104

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE SATURDAY, MAY 4, 2024, GENERAL ELECTION, ELECTED TO OFFICE; CANCELING THE GENERAL ELECTION IN THE CITY OF ROANOKE, TEXAS, FOR PURPOSE OF ELECTING ONE (1) COUNCILMEMBER FOR WARDS 1, 2, AND 3; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the general city election was called for Saturday, May 4, 2024, for the purpose of electing a City Council member to the City Council for Wards 1, 2, and 3; and

WHEREAS, the filing deadlines for placement on the ballot and list of write-in candidates has concluded; and

WHEREAS, the City Secretary for the City of Roanoke, Texas, certifies in writing that no person has made a declaration of write-in candidacy, and that the candidates on the ballot for Wards 1, 2, and 3 are unopposed for election to said offices; and

WHEREAS, under these circumstances Section 2.053 of the Texas Election Code, authorizes the City Council of the City of Roanoke, Texas, to declare the candidate elected to office, and cancel the election for office of Councilmember in Wards 1, 2, and 3.

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

Section 1. That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. That the following candidates, unopposed in the Saturday, May 4, 2024, general city election, are declared elected to office, and shall be issued a certificate of election following the time the election would have been canvassed:

Office of Councilmember Ward 1	Hogan Page
Office of Councilmember Ward 2	Bryan Moyers
Office of Councilmember Ward 3	David Thompson

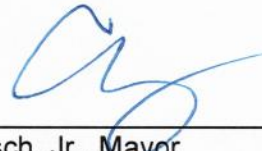
Section 3. That the May 4, 2024, general city election is canceled in Wards 1, 2, and 3, for the purpose of electing a City Councilmember to Wards 1, 2 and 3, and the City Secretary is directed to cause a copy of this Ordinance to be posted on election day at each polling place that would have been used in the general election.

Section 4. That it is declared to be the intent of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance is declared invalid by the judgment or decree of a court of competent jurisdiction, the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance since the City Council would have enacted them without the invalid portion.

Section 5. That this Ordinance shall take effect upon its final passage, and it is so ordained.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the **26th** day of **March, 2024**.

APPROVED:



Carl E. Gierisch, Jr., Mayor

ATTEST:



April S. Hill, City Secretary

APPROVED AS TO FORM:



Jeff Moore, City Attorney



CERTIFICATION OF UNOPPOSED CANDIDATES
By the City Secretary

I, April S. Hill, hereby certify that I am the City Secretary of the City of Roanoke, Texas, and the authority responsible for preparing the ballot for the May 4, 2024, General Election. I further certify no person has made a declaration of write-in candidacy and the following candidates are unopposed:

Hogan Page is unopposed for the office of Councilmember in Ward 1.

Bryan Moyers is unopposed for the office of Councilmember in Ward 2.

David Thompson is unopposed for the office of Councilmember in Ward 3.



April S. Hill, City Secretary
City of Roanoke, Texas

Dated this 26th day of March, 2024.



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: 2024 - Issue Certificates of Election, Statements & Oaths

MEETING DATE: May 14, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Issue Certificates of Election, Statements of Elected/Appointed Officers and the Oath of Office to the Mayor and City Council Members in Ward 1, Ward 2, and Ward 3.

INFORMATION:

Texas Election Code

Section 67.016. CERTIFICATE OF ELECTION.

(a) After the completion of a canvass, the presiding officer of the local canvassing authority shall prepare a certificate of election for each candidate who is elected to an office for which the official result is determined by that authority's canvass.

Statement of Officer & Oath of Office

Article XVI, Section 1 of the Texas Constitution requires all elected or appointed state and local officers to take the official oath of office and to subscribe to the antibribery statement before entering upon the duties of their offices.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None



AGENDA ITEM

TO: Mayor and Council

SUBJECT: Façade Grant: Lotus Vietnamese Cuisine - 310 S Oak St.

MEETING DATE: May 14, 2024

DEPARTMENT: Economic Development

ITEM SUMMARY:

Consideration and action for a façade grant application from Ninthalak Chanthath of Lotus Vietnamese Cuisine at 310 S Oak St. Roanoke, TX.

INFORMATION:

A façade application grant was received and reviewed by staff for improvements to the exterior of the building requesting an amount of \$7,594.50 which is 50% of the final project cost of \$15,189. The improvements include the removal of the existing signage and the design and installation of two new front lit dimensional letter signs.

STAFF RECOMMENDATION:

The improvements meet the guidelines set forth by the city's Façade Grant Program. Staff recommends approval of the amount requested.

SPECIAL CONSIDERATION:

City Council approved funding in the amount of \$50,000 for the Façade Grant Program for the 2023-2024 fiscal year.

FINANCIAL CONSIDERATION:

The current fund balance for the Façade Grant Program is \$10,759. If approved, a remainder of \$3,164 will be available for future grant requests.

ATTACHMENTS:

1. 310 S Oak - Grant Application, receipts, pictures

Complete
application
received:
04/23/2024

SL



FAÇADE GRANT PROGRAM APPLICATION

1. Name of Applicant(s): Lotus Vietnamese cuisine (Ninthalak Chanthakath)
2. Name of Business: _____
3. Mailing Address of Applicant: 2016 Misty Creek Dr, Arlington, TX 76017
4. Project Address: 310 S Oak St, Roanoke, TX 76262
5. Does the applicant own the building? _____ Yes ☒ No

(If the answer to #5 is no, please provide a letter from the building owner declaring approval of the project.)

6. Estimated Project Cost: \$ 15,189.00

(Attach a detailed cost breakdown supported by one or more quotes from recognized contractors or suppliers with a written description of work to be completed. Include photo of the site to be improved and a sketch or photos of planned improvements.)

7. Total Grant Request (not to exceed 50% of project cost or \$15,000) \$ 7594.50
(Matching funds will be provided up to \$15,000 for applicants, per budget year, who receive grant approval of Roanoke City Council after satisfactory inspection and completion of improvement as per agreement. Work must commence within 90 days after acceptance of grant and should be complete or significantly under progress within one year of issuance of said grant.)
8. Proposed project start date: 10/2/2023
9. Proposed project completion date: 11/16/2023
10. What is (are) the existing uses of the building? Retail / restaurant
11. Will the proposed project result in a change of the use of the building?
Yes _____ No ☒ If Yes, please explain the change _____

12. The following are attached to this application:

- | | |
|--------------|---|
| <u>*Note</u> | A written description of the proposed project |
| <u>✓</u> | A drawing or rendering of the proposed project |
| <u>✓</u> | A detailed cost breakdown of the proposed project |
| <u>✓</u> | Quotes from contractors or suppliers |
| <u>✓</u> | An approval letter from the building owner |

*Staff note: The applicant indicated to staff that the grant will go towards the cost of replacing the old signage on the building with new signage.

The undersigned applicant affirms that:

1. The information in the application is true and accurate.
2. The applicant has read and understands the conditions of the Façade Grant Program.
3. The City of Roanoke has reserved the right in its sole discretion to reject this application.

Applicant Signature: _____

Date: _____

Business Name: _____

Address: _____

Phone: _____

Cost Proposal

de SIGN co

1325 WHITLOCK LN STE 106
Carrollton, TX 75006 US
+1 4698828441
Info@deSIGNcotx.com



INVOICE

BILL TO
Lotus Vietnamese Cuisine
310 S Oak St Ste 300
Roanoke, TX 76262

SHIP TO
Lotus Vietnamese Cuisine
310 S Oak St Ste 300
Roanoke, TX 76262

INVOICE 1796
DATE 10/17/2023
TERMS Net 30
DUE DATE 11/16/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Front Lit Channel Letters	Front and Side Elevation : 2 signages Front lit channel letters on wireway FACE: White acrylic with black perforated vinyl Coil: black Trimcap: 1" trimcap Logo with Lotus Cuisine letters only	2	5,100.00	10,200.00
	Procurement Permit	2 sign permits including permit fee and inspection	2	450.00	900.00
	Installation	install 2 new signs	1	3,000.00	3,000.00
	Sign Removal	remove existing signs	1	650.00	650.00
	Discount	Referral discount	1	-650.00	-650.00

Terms and Conditions

1. Quotes are good for 30 days.
 2. A 50% deposit is required with balance due at installation.
 3. A 10% Daily interest charge will be apply to ALL open balances after 3 days of complete installation.
 3. There is a 3% processing fee for all credit card transaction.
 4. 3 Year Warranty on all UL Listed LED lights and 1 Year Warranty on Power Supply on sign products.
- By signing this quote, you agree on the terms and conditions of this agreement
Signature _____ Date _____
We value your business and appreciate the trust you have in us.

SUBTOTAL	14,100.00
TAX	1,089.00
TOTAL	15,189.00
PAYMENT	15,189.00
BALANCE DUE	\$0.00
	PAID

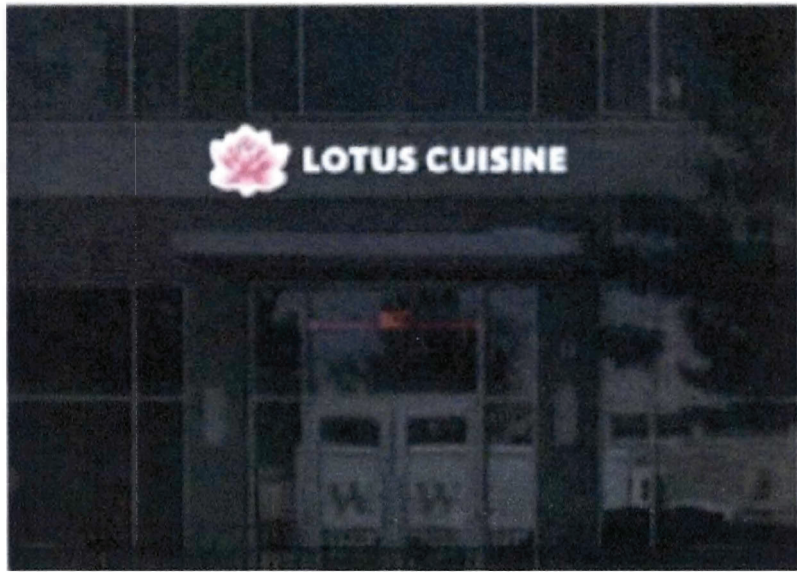


LOTUS CUISINE/CHANNEL LETTER
OPTION 2

MOCKUP BY DAY



MOCKUP BY NIGHT



MEASUREMENTS



LOTUS CUISINE

CHANNEL
LETTERS

FACE COLOR



TRIM COLOR



RETURN COLOR



WIREWAY



After Picture 1



After Picture 2



Before





AGENDA ITEM

TO: Mayor and City Council

SUBJECT: CCPD Appointment to Fill Vacancy

MEETING DATE: May 14, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action to appoint one (1) member to the Roanoke Crime Control and Prevention District board for an unexpired term ending September 2024.

INFORMATION:

LOCAL GOVERNMENT CODE TITLE 11. PUBLIC SAFETY SUBTITLE C.CHAPTER
363. CRIME CONTROL AND PREVENTION DISTRICTS
SUBCHAPTER C. DISTRICT ADMINISTRATION

Sec. 363.101. BOARD OF DIRECTORS. (a) A district is governed by a board of seven directors appointed in the same manner as provided for the selection of temporary directors under Section 363.052(a).

Sec. 363.052. TEMPORARY BOARD. (a) Not later than the 60th day after the date a district is proposed to be created by a governing body, the governing body shall appoint seven persons that reside in the proposed district to serve as temporary directors of the district.

(b) Not later than the 75th day after the date the district is proposed, the temporary board shall organize. The directors of the temporary board shall elect one of the directors as presiding officer of the board not later than the 15th day after the date of the appointments under Subsection (a).

(c) A temporary director who is not serving as presiding officer may designate another person to serve in the director's place.

(d) The governing body shall fill a vacancy in the office of a temporary director in the same manner that it originally filled the vacant position.

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION:



AGENDA ITEM

Sec. 363.102. FILING OF OFFICER'S BOND. (a) Before assuming the duties of the office, each director or officer, including a person designated under Section 363.101(c), must execute a bond for \$5,000 payable to the district, conditioned on the faithful performance of the person's duties as director or officer.

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None



AGENDA ITEM

TO: Mayor and City Council

SUBJECT: KRB - Change Meeting Time & Frequency

MEETING DATE: May 14, 2024

DEPARTMENT: City Secretary

ITEM SUMMARY:

Consideration and action on approval to move the Keep Roanoke Beautiful board meetings to 6:00 p.m., the first Wednesday of every other month, to start in June.

INFORMATION:

The Keep Roanoke Beautiful (KRB) board held a meeting on May 1, 2024, to discuss the ongoing issue with attendance and not making quorum at meetings. To help alleviate this issue, the KRB board members have requested City Council approval to move their meetings to 6:00 p.m., the first Wednesday of every other month, starting in June.

STAFF RECOMMENDATION:

Staff recommends approval of the change.

SPECIAL CONSIDERATION:

FINANCIAL CONSIDERATION:

ATTACHMENTS:

None