

AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, NOVEMBER 13, 2018 AT 2:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

***Please note:** The City Council may take up items out of the order shown on any Agenda. The City Council reserves the right to discuss all or part of any item in an executive session at any time during a meeting or work session, as necessary and allowed by state law. Votes or final decisions are made only in open Regular or Special meetings, not in either a work session or executive session.*

INVOCATION: Mary Margaret Girty

NATIONAL ANTHEM: Kristen Loyd

1. City Council will discuss or receive reports on the following current matters or projects.
 - A. Review agenda items for regular meeting and attachments;
 - B. Update on Cross-Bar Ranch;
 - C. Discuss Boards and Commissions Appointments; and
 - D. Canadian River Municipal Water Authority (CRMWA) Update; and
 - E. Consider future Agenda items and request reports from City Manager.

2. **CONSENT ITEMS:**

It is recommended that the following items be approved and that the City Manager be authorized to execute all documents necessary for each transaction:

THE FOLLOWING ITEMS MAY BE ACTED UPON BY ONE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THE ITEMS IS NECESSARY UNLESS DESIRED BY A COUNCILMEMBER, IN WHICH EVENT THE ITEM SHALL BE CONSIDERED IN ITS NORMAL SEQUENCE AFTER THE ITEMS NOT REQUIRING SEPARATE DISCUSSION HAVE BEEN ACTED UPON BY A SINGLE MOTION.

A. **MINUTES:**

Approval of the City Council minutes for the meetings held on November 6, 2018.

B. **ORDINANCE NO. 7768:**

(Contact: Kyle Schniederjan, Director of Capital Project & Development Engineering)

This is the second and final reading of an ordinance adopting the City's CIP which will guide capital investment decisions for the next five years.

C. **CONSIDER – PURCHASE OF NEW SIGNAL SOFTWARE AND CONTROLLERS:**

(Contact: Michael Padilla, Transportation Superintendent)

Iteris, Inc. – Total amount \$318,500.00

This award includes:

Tactics Software – \$96,800.00

Traffic Signal Controllers (100) - \$221,700.00

This is a purchase for Traffic Signal Equipment to replace out-dated controllers and software originally installed in 2003.

D. **AWARD – HOSTED IVR SOFTWARE:**

(Contact: Rich Gagnon, Information Technology)

Selectron Technologies, Inc. -- \$249,620.80

This represents an agreement with Selectron to provide an Interactive Voice Response (IVR) system for Utility Billing.

E. **CONSIDER -- RIGHT OF WAY USE AGREEMENT:**

(Contact: Matt Thomas, City Engineer)

Bluefish Amarillo Pipeline, LLC (to pay the City the sum of \$1,000.00 per year)

This item is for the consideration and approval of a right of way use agreement to install a refined petroleum pipeline in the Whitaker Road and Southeast 3rd Avenue right of way. The pipeline is intended to deliver product from the existing pipeline in Southeast 3rd Avenue to the Love's Travel Stop at I-40 and Whitaker. This will eliminate approximately 2,000 fuel tanker truck deliveries a year.

3. **NON-CONSENT ITEMS:**

A. **MPEV CONSTRUCTION UPDATE:**

(Contact: Jerry Danforth, Facilities and Special Project Administrator)

B. **CONSIDER PURCHASE – REAL ESTATE LOCATED AT 701 SOUTHEAST 5TH AVENUE:**

(Contact: Andrew Freeman, Director of Planning and Development Services)

701 SE 5th LLC - \$700,000 plus closing costs and inspection related expenses

This item authorizes the City Manager to execute assignment of contract and other necessary documents for the purchase of a warehouse and land located at 701 Southeast 5th Avenue in Downtown Amarillo.

C. **APPROVAL – PARKING SOFTWARE AND HARDWARE:**

(Contact: Andrew Freeman, Director of Planning and Development Services)

NuPark -- Total first year purchase is \$102,595

(Approved interlocal with the National Cooperative Purchasing Alliance)

This item authorizes the City Manager to execute a systems agreement with NuPark for parking-related software and hardware, maintenance support, and related services. This includes an annual subscription cost starting at \$28,125, with one-time hardware costs of \$37,235 per vehicle for cameras, printers, and tablets.

D. **EXECUTIVE SESSION:**

City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:

(1) Section 551.087 -- Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by same:

(a) Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect:

(1) Project # 18-08-02 (Information Technology)

(2) Project # 18-09-03 (Transportation)

(b) City Economic Development Project #18-09 in the vicinity of Airport Boulevard and Tiltrotor Drive.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (Southeast 7th Avenue) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 9th day of November 2018.

Regular meetings of the Amarillo City Council stream live on Cable Channel 10 and are available online at:

<http://amarillo.gov/city-hall/city-government/view-city-council-meetings>

Archived meetings are also available.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	November 13, 2018	Council Priority	Excel in Communication
Department	Water Utilities		
Contact	Jonathan Gresham – Interim Director of Utilities Kent Satterwhite – General Manager, Canadian River Municipal Water Authority		

Agenda Caption

Work Session Item: Update from the Canadian River Municipal Water Authority (CRMWA)

Agenda Item Summary

Kent Satterwhite, General Manager, will give a quarterly update on CRMWA and discuss the historical background of the water rights.

Requested Action

Work session presentation and discussion.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

2A

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO



On the 6th day of November 2018, the Amarillo City Council met at 12:00 p.m. for a work session which was held in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

GINGER NELSON
ELAINE HAYS
FRED POWELL
EDDY SAUER
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 1
COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
COUNCILMEMBER NO. 4

Absent were none. Also in attendance were the following administrative officials:

JARED MILLER
MICHELLE BONNER
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
ASSISTANT TO THE CITY MANAGER
CITY SECRETARY

Mayor Nelson established a quorum, called the meeting to order, welcomed those in attendance and the following items of business were conducted:

PUBLIC COMMENT

Amy Powell, 5002 Crockett Street, spoke on a recent animal cruelty case not being investigated. She further stated Amarillo Police Department stated their hands were tied. She further stated there is a bill waiting to be passed by the Senate making it a criminal charge. Mr. Miller replied Kevin Starbuck would speak with Ms. Powell. He further replied they did receive a call at AM&W and APD and both did an investigation. The veterinarian at AM&W stated the skin that was found was a goat. Ms. Hays inquired as to the City's ability to search someone's home. Mr. Miller replied permission was not granted to enter the premises. Mike Fisher, 4410 Van Kriston Drive, stated Council ran on being conservative. He stated it was Election Day and Council was true to its color. He inquired if the City's retention bonuses were cut for employees. He also inquired if a variance was given for the signs in the parking garage. Claudette Smith, 4410 Van Kriston Drive, read from the Local Government Code. She stated public comment was not the same as a work session. She further stated that if Council had nothing to hid, they were not being transparent, and changes needed to be made. Misty Harvey, 5802 Shady Lane, compared Council's businesses with the AM&W duties. She further stated the City is a business and should be run as such. James Schenck, 6216 Gainsborough Road, commented on it being Election Day. He further stated public comment needed to be broadcast. Jill Humphrey, 7714 Pineridge Drive, stated Council may be listening, but she does not believe AM&W is listening. She further stated she was disturbed by the recent AM&W events. There were no further comments.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 6th day of November 2018, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 1
COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 4

Absent was Councilmember Sauer. Also in attendance were the following administrative officials:

JARED MILLER
MICHELLE BONNER
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
ASSISTANT TO THE CITY MANAGER
CITY SECRETARY

The invocation was given by Rev. Scott Higginbotham, Temple Baptist Church.

Proclamations were presented for "WRCA World Championship Ranch Rodeo Day," "National Hospice Month," and "National Bible Week."

Mayor Nelson established a quorum, called the meeting to order, welcomed those in attendance and the following items of business were conducted:

ITEM 1:

- A. Review agenda times for regular meeting and attachments;
- B. Martin Luther King, Jr. Street Renaming Update;
- C. Discussion on Traffic Management System upgrades; and
- D. Consider future Agenda items and request reports from City Manager.

CONSENT ACTION ITEMS

ITEM 2: Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Powell to approve the consent items, seconded by Councilmember Hays.

- A. **MINUTES:**
Approval of the City Council minutes for the meetings held on October 30, 2018.
- B. **CONSIDER -- APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH KAYUGA SOLUTION FOR THE PARKS AND RECREATION ASSET MANAGEMENT PLAN:**
(Contact: Michael Kashuba, Director of Parks and Recreation
Kayuga Solution -- \$170,240.00
Kayuga Solution was selected as the most qualified consult to assist Parks and Recreation with the development of a comprehensive Asset Management Plan that will include, but not be limited to, an assessment of the departments physical assets such as its buildings, shelters, trails/sidewalks, athletic complexes, splash pads, pools and associated elements, playgrounds, parks, benches, trash receptacles, drinking fountains, lights, etc.

C. CONSIDER -- PURCHASE OF 2.5 YARD LOADER INCLUDING QUICK DETACH HIGH LIFT ROLL OUT BUCKET AND FORKLIFT ATTACHMENTS:

(Contact: Glenn Lavender, Fleet Services Superintendent)

Award to best evaluated vendor: Associated Supply Co. -- \$163,542.00

This equipment will be used by the Solid Waste Disposal Landfill daily operations for wood grinding and compost programs.

D. AWARD -- REDI-MIX CONCRETE:

(Contact: Trent Davis, Purchasing Agent)

Thomas Redi-Mix Company -- \$336,161.00

This annual contract is for the use of Redi-Mix Concrete.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

NON-CONSENT ITEMS

ITEM 3A: Mayor Nelson presented the first reading of an ordinance adopting the City's CIP which will guide capital investment decisions for the next five years. This item was presented by Kyle Schniederjan, Director of Capital Project & Development Engineering. Ms. Hays inquired where the earmarked funds could be located. Mr. Schniederjan stated the street projects are identified in Fund 1420 and the projects allocated were not included in the Proposition 1 funds. Mr. Miller stated they are addressing ways to fund the projects with the current rate structure. Continuing to allocate millions of dollars to fund these projects. Mr. Schniederjan stated they would evaluate on how to get there. Ms. Hays asked if this strategy starts projects in the earlier years, before funding has been committed. Mr. Schniederjan replied it will not force us to commit in the future. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7768

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, APPROVING AND ADOPTING THE FIVE-YEAR COMMUNITY INVESTMENT PROGRAM FOR FY 2018-2019 THROUGH 2022-2023; AND MAKING CERTAIN FINDINGS; PROVIDING REPEALER; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

ITEM 3B: Mayor Nelson presented an item considering a professional services agreement with Kayuga Solution to assist Parks and Recreation with the development of a comprehensive Asset Management Plan that will include, but not be limited to, an assessment of the departments physical assets such as its buildings, shelters, trails/sidewalks, athletic complexes, splash pads, pools and associated elements, playgrounds, parks, benches, trash receptacles, drinking fountains, lights etc. This item was presented by Michael Kashuba, Director of Parks and Recreation. Mr. Kashuba stated this would help prioritize projects. Councilmember Smith inquired if this added to the future assets or helped with demand. Mr. Miller stated it would prioritize future needs. Councilmember Hays inquired why this type of task was not handled in-house. Mr. Kashuba stated he did not have the staff available with the different levels of skill. Motion was made by Councilmember Powell, seconded by Councilmember Hays, that this item be approved as presented.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell and Smith; voting NO were none; the motion carried by a 4:0 vote of the Council.

Items taken out of order.

ITEM 3C: Andrew Freeman, Director of Planning and Development Services presented this item. Mr. Miller stated the executive session provided Council with an overview, and if Council chose to go forward on this item it would be approved next week. Mr. Freeman stated that the City was interested in purchasing the property at 701 Southeast 5th Avenue east of the Civic Center. It has been negotiated through a blind buyer process.

The asking price was \$800,000, it was negotiated to \$700,000. The funding source is the Civic Center building fund. The roof was replaced in December 2013. The plumbing report did not note any major issues. The City would then own the entire block. This warehouse would meet the immediate space needs for the Civic Center operations and storage. It provides flexibility in the future for either expansion or development of space for parking. Staff asked to delay this decision until November 13.

ITEM 3D: Mr. McWilliams advised at 2:08 p.m. that the City Council would convene in Executive Session per Texas Government Code: (1) Section 551.072 - Discuss the purchase, exchange, lease, sell, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: (a) Discuss purchase of real estate in the Downtown Business District.

Mr. McWilliams announced that the Executive Session was adjourned at 2:35 p.m. and reconvened the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

DRAFT



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	November 13, 2018	Council Priority	Economic Development and Redevelopment, Fiscal Responsibility
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan, PE		

Agenda Caption

Second Reading of an Ordinance Adopting the Amarillo Community Investment Program (CIP) FY 18/19-FY 22/23

This item is a public Hearing and first reading of an ordinance adopting the City’s CIP which will guide capital investment decisions for the next five years.

Agenda Item Summary

This item considers and Ordinance adopting the City’s 5-year CIP which will guide capital investments over the next five years including allocation of proceeds from debt issued based on authorization by the voters in November 2016 election.

Requested Action

Conduct Public Hearing and approve the Ordinance adopting the FY 18/19-FY 22/23 Community Investment Plan

Funding Summary

See the Community Investment Plan document and the approved FY 18/19 Annual Budget

Community Engagement Summary

Extensive community outreach, workshops, multi-media presentations, Council workshops and an election was held in 2016. Workshops, multi-media presentations and Council workshops were held in 2017 and 2018.

Staff Recommendation

Recommend approval of the proposed Ordinance

ORDINANCE NO. 7768

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, APPROVING AND ADOPTING THE FIVE-YEAR COMMUNITY INVESTMENT PROGRAM FOR FY 2018-2019 THROUGH 2022-2023; AND MAKING CERTAIN FINDINGS; PROVIDING REPEALER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City Council of the City of Amarillo, Texas, has directed the City staff to prepare and present a statement of capital projects planned for the next succeeding five (5) fiscal years, with estimates of their cost; and

WHEREAS, the City Manager has presented in detail to the City Council a proposed Community Investment Program (CIP) for Fiscal Years 2018-2019 through 2022-2023; and

WHEREAS, the City Council has considered the input of the public and the recommendations of its staff and hereby determines it to be in the public interest to adopt a five-year Community Investment Program for Fiscal Years 2018-2019 through 2022-2023 to service the public health, safety and general welfare of the citizens; and

WHEREAS, a copy of the Community Investment Program for Fiscal Years 2018-2019 through 2022-2023 has been made available for public review and the City Council desires to adopt the Program; and

WHEREAS, the FY 2018-2019 through 2022-2023 Community Investment Program provides a general framework to guide project planning and financing over a five-year period; and

WHEREAS, the FY 2018-2019 through 2022-2023 Community Investment Program is based on general priorities and available financing as can be anticipated at the present time; and

WHEREAS, it is the intention of the City Council that the Community Investment Program will be updated annually and include five years of planned and affordable projects while considering projects that have been completed in the prior fiscal year.

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

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The certain compilation identified as the Proposed Community Investment Program for Fiscal Years 2018-2019 through 2022-2023, a copy of which is attached hereto, is hereby incorporated in full by this reference and is hereby adopted as the five-year Community Investment Program for the City of Amarillo, Texas.

SECTION 3. The Community Investment Program will be updated each year to recognize changes in the Program as the result of completed projects, changes in project cost and current financing capability of the City.

SECTION 4. The first year of the Community Investment Program will be adopted each year as the Community budget for the current fiscal year through the annual budget ordinance.

SECTION 5. Repealer. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 6. Effective Date. This ordinance shall become effective on and after its passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 6th day of November 2018; and **PASSED** on Second and Final Reading the 13th day of November 2018.

ATTEST:

Ginger Nelson, Mayor

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	November 13, 2018	Council Priority	Provide better Customer Service
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Department	Traffic Field Operations / 1732
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Agenda Caption

Consider – Purchase of New Signal Software and Controllers. This is a purchase for Traffic Signal Equipment to replace out-dated controllers and software originally installed in 2003.
Total amount of recommended award to Iteris, Inc. \$318,500.00.

The recommended award includes:

Tactics Software – \$96,800.00

Traffic Signal Controllers (100) - \$221,700.00

Agenda Item Summary

This is the first phase of planned improvements to the Traffic Light Management System. The new state of the art Tactics software would replace the existing outdated Actra Software which was originally purchased as a part of a project in 2003. The old software is no longer compatible with the City's computers and operating systems. The new software will provide service to the entire system and is compatible with both old and new controllers. In coordination with the software replacement in this first phase of the project is the proposed purchase of 100 traffic controllers for replacement in the Central Business District (CBD). This phase of the project will provide flexible Traffic control in the CBD for special events from a control center rather than the existing manual process. The replacement of remaining controllers across the city is scheduled in the subsequent phases over the next three years. These items are proprietary to Iteris, Inc. to maintain continuity in operations during the phased project. City staff will perform the work to replace the controllers.

Requested Action

Award these items to Iteris, Inc. These were last purchased in 2003 and have reached the end of their useful life.

Funding Summary

Funding for the amount of \$318,500.00 for the purchase of Traffic Signals Software and Traffic Signal Controllers will be out of job, 462025.17400.2040 Traffic Signal Improvements which is funded through voter approved Proposition 1 bond money, no state or federal funds will be used for these materials.

Community Engagement Summary

No community engagement was needed this is a product that is to be used by the Transportation Department benefitting the community by providing improved Traffic movements.

Staff Recommendation

Traffic Field Operations recommends acceptance of this purchase as offered.

Bid No. 6258 TRAFFIC SIGNAL CONTROLLERS
Opened 4:00 p.m. October 24, 2018

To be awarded as one lot		ITERIS, INC.
Line 1 Traffic signal controllers, per specifications		
1 ea		
Unit Price	\$96,800.000	
Extended Price		96,800.00
Line 2 Traffic signal controllers, per specifications		
1 ea		
Unit Price	\$0.000	
Extended Price		-
Line 3 Traffic signal controllers, per specifications		
100 ea		
Unit Price	\$2,217.000	
Extended Price		221,700.00
Bid Total		318,500.00
Award by Vendor		318,500.00

Amarillo City Council

Agenda Transmittal Memo



2D

Meeting Date	November 13, 2018	Council Priority	N/A
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Department	Information Technology, Rich Gagnon
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Agenda Caption

Award – Hosted IVR Software
Selectron Technologies, Inc. -- \$249,620.80

This represents an agreement with Selectron to provide an Interactive Voice Response (IVR) system for Utility Billing.

Agenda Item Summary

Under the terms of this agreement Selectron will develop, host, manage, and support an Interactive Voice Response (IVR) system which will interface with the Tyler Munis system currently being implemented for Utility Billing. This system is needed as a replacement for the current solution providing IVR capabilities for the Hansen Utility Billing system, which Tyler Munis is replacing.

Requested Action

Approval of award to Selectron Technologies, Inc. in the amount of \$249,620.80.

Funding Summary

This purchase will be funded from 52100.69300.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Bid No. 6272 SELECTRON IVR FOR UTILITY BILLING
Opened 4:00 p.m. November 6,2018

To be awarded as one lot		SELECTRON TECHNOLOGIES INC
Line 1 Interactive voice response, IVR solution developed, per specifications		
1 ea		
Unit Price	\$43,640.000	
Extended Price		43,640.00
Line 2 Support and update services, annual support for managed IVR (year2), per specifications		
1 ea		
Unit Price	\$51,495.200	
Extended Price		51,495.20
Line 3 Support and update services, annual support for managed IVR (year 3), per specifications		
1 ea		
Unit Price	\$51,495.200	
Extended Price		51,495.20
Line 4 Support and update services, annual support for managed IVR (year 4), per specifications		
1 ea		
Unit Price	\$51,495.200	
Extended Price		51,495.20

Line 5 Support and update services,
annual support for managed IVR (year 5),
per specifications

1 ea

Unit Price

\$51,495.200

Extended Price

51,495.20

Bid Total

249,620.80

Award by Vendor

249,620.80



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 13, 2018	Council Priority	
Department	Capital Projects & Development Engineering		
Contact	Matt Thomas, City Engineer		

Agenda Caption
CONSIDER: RIGHT OF WAY USE AGREEMENT
This item is to discuss and consider a proposed right of way use agreement between the City of Amarillo and Bluefish Amarillo Pipeline, LLC.

Agenda Item Summary
This item is for the consideration and approval of a right of way use agreement to install a refined petroleum pipeline in the Whitaker Road and SE 3 rd Avenue right of way. The pipeline is intended to deliver product from the existing pipeline in SE 3 rd Avenue to the Love's Travel Stop at I-40 and Whitaker. This will eliminate approximately 2000 fuel tanker truck deliveries a year.

Requested Action
That City Council approves agreement for City Manager Execution.

Funding Summary
There are no City funds required for this approval. Agreement includes payment on an annual basis to the City of Amarillo.

Community Engagement Summary
Bluefish pipeline conducted a public meeting and sent out mailers to all adjacent property owners.

Staff Recommendation
City staff recommends approval of agenda item.

RIGHT OF WAY USE AGREEMENT BETWEEN
CITY OF AMARILLO AND
BLUEFISH AMARILLO PIPELINE LLC

This Right of Way Use Agreement (this “**Agreement**”) is made and entered into this day of _____, 2018, by and between the City of Amarillo, Texas (the “**City**”) and Bluefish Amarillo Pipeline, LLC (the “**Licensee**”).

In consideration of the mutual obligations and covenants herein, the parties hereto do mutually agree as follows:

1. **Recitals.** The City is the owner of a public right of way (the “**Right of Way**”) more particularly described in Exhibit A.

The Licensee desires to utilize the Right of Way for the following purpose (the “**Permitted Use**”): the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of a 4- inch nominal diameter liquid refined product pipeline and related below-ground appurtenances (including cathodic protection apparatus, improvements, facilities, equipment, and other appurtenances) (collectively, the “**Pipeline**”).

2. **Grant of License.** Subject to the terms and conditions of this Agreement, the City grants the Licensee a permit to engage in the Permitted Use within the Right of Way (the “**Permit**”). This license does not authorize any taps, service lines, or other ports along the pipeline from Licensee’s site, except as is essential to serve the ~~single~~ customers at the end of this pipeline as originally installed.

3. **Compensation.** As compensation for the Permit, the Licensee shall pay the City the sum of \$1,000.00 per year or part of a year, due by December 31st of each year subject to a late penalty of ten percent (10%) if not paid by due date. The compensation is subject to an annual escalation of three percent (3%) per annum. The first payment is due no later than December 31, 2018.

4. **Location, Installation, Use, Maintenance, and Removal of Pipeline.**

- a. The Pipeline shall carry liquid refined product, and Licensee shall not use the Pipeline to carry any other material or use the Right of Way for any other purpose other than the Permitted Use without first obtaining written consent from the City.

- b. Unless specifically provided otherwise herein, the Licensee shall have no right to locate any surface installation on any part of the Right of Way or to fence the Right of Way or any part thereof except upon approval of the City.
- c. At its own expense, the Licensee shall install and construct the Pipeline of such materials and in such a manner that will not at any time be a source of danger to, nor unreasonably interfere with, the City's present or future use of the Right of Way, or the current use of the Right of Way by any public utility, or interfere with its use as a public way. The installation must provide a minimum cover of forty-eight inches (48"). If during installation it becomes evident that the Licensee's proposed installation will interfere with existing City installations or any existing underground installations, the Licensee shall modify its installation within the Right of Way to avoid the conflict and provide a minimum of 24" clearance to the existing utility line, after obtaining the City's approval for the change, at the sole expense of the Licensee.
- d. The Pipeline shall be constructed, installed, and maintained in conformity with plans and specifications which must be approved in advance by the City and which are made a part of this Agreement by reference. The Licensee shall pay all fees associated with the City's review of submitted plans. Before performing any construction, the Licensee shall notify the City and obtain all permits and insurance required by the City for work within the Right of Way and will pay all fees and reimburse the City for all reasonable and necessary costs incurred in inspecting and supervising the work performed. The contractor will be required during the installation to ensure stability of the trench during installation at all times and also prevent public access to any open trench during installation.
- e. After installation of the Pipeline, the Licensee shall back-fill, compact, repair, and repave all resulting trenches, curbs, gutters, and pavement to at or better than as near as practical to its original condition to the satisfaction of the City.
- f. If, in the judgment of the City, the Licensee at any time fails to perform its obligations under this section 4, the City, at the City's option, may perform whatever work the City deems necessary for the public safety, health, and welfare, and the Licensee shall reimburse the City within 30 days after the City submits a bill to the Licensee for the costs of performing such work. However, the City is not required to perform such work, and any failure by the City to perform the Licensee's obligations shall not release the Licensee from

liability for any loss or damage caused by the Licensee's failure to perform its obligations.

- g. Installation, maintenance, and removal of the Pipeline shall be accomplished in a manner which will not unreasonably impede City or public access on the applicable Right of Way or impede its use for operation and maintenance of infrastructure, as determined by the City. Upon removal of the pipeline, Licensee shall restore the surface as described in 'c.' above. The timing and manner of such construction, maintenance, and removal shall be done in compliance with the City's requirements.
- h. If the Pipeline or any part thereof is the cause of an emergency condition, and the City determines that the situation makes it unreasonable to notify the Licensee or await action by the Licensee, the City may take over whatever actions it deems necessary to remedy the emergency situation at the sole expense of the Licensee, and the Licensee will reimburse the City within 30 days after the City submits a bill to the Licensee for the costs of such actions.

5. As-Built Record Drawings. Upon completion of the construction and installation of the Pipeline, and any subsequent repairs and replacements, if applicable, the Licensee shall promptly provide the City with one set of reproducible as-built record drawings reflecting construction and installation as actually accomplished in the format required by the City.

6. Location Markers and Marking. As deemed necessary by the City, or as required by law, the Licensee shall furnish, install, and place signs to give notice and location of the Pipeline. Licensee shall install permanent markers situated so as not to impede use of the Right of Way by the City, members of the public, or public utilities on each side of the Right of Way where the Pipeline crosses the Right of Way. The permanent markers shall indicate the location of the Pipeline, the name and address of the Licensee, and a telephone number to contact for information regarding the Pipeline. The Licensee shall conduct periodic inspections of the markers to insure that such markers are legible and in place as required herein. Licensee shall provide access to the location of the Pipeline whenever requested to do so by the City, public utility, or any licensed Licensee excavating along the Right of Way.

7. Term. This Agreement shall remain in effect for a period of twenty five (25) years from the date of execution of this Agreement by the City, with automatic extensions of five (5) years each unless terminated by either party as described in section 8 below.

8. Early Termination. This Agreement may be terminated before the expiration of the twenty five-year term in the following ways:

a. The City may terminate this Agreement by giving the Licensee written notice of termination at least 90 days in advance of the termination under this section if necessary to accommodate a City project (including but not limited to construction or reconstruction of its roadways, installation of traffic signals, or burying of utilities) or for any other reason relating to the health, safety, or welfare of the City or the public at large or Licensee's breach of this Agreement. However, the City will make every effort to work in good faith with Licensee to accomplish its Project without terminating the Agreement, and after all good faith options are exhausted, the City has the right to terminate the Agreement.

b. The Licensee may terminate this Agreement by giving the City written notice of termination at least 90 days in advance of the termination.

9. Removal Upon Termination. Upon termination of this Agreement, the Licensee shall abandon the use of the Pipeline and ownership of the Pipeline to the City; provided however, on written notice to the Licensee within 60 days after the termination of this Agreement, the City may require the Licensee to abandon the Pipeline in place by using approved methods of abandonment, or if necessary, to remove the Pipeline and restore the Right of Way as nearly as possible to the condition it was in prior to removal, all at the sole expense of the Licensee. If, after termination and within 60 days after being directed to do so by the City, the Licensee fails to remove the Pipeline and restore the Right of Way, the City may perform the work and the Licensee shall reimburse the City within 30 days after the City submits a bill to the Licensee for the costs of such work. Termination of this Agreement for any reason shall not release the Licensee from any liability or obligation relating to the installation, operation, maintenance, or removal of the Pipeline or any other term of this Agreement.

10. Indemnity. Licensee shall indemnify and hold harmless City and its officers, employees, agents, successors, and assigns from and against liability for damage to the extent that the damage is caused by or results from an act of negligence, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the licensee or the licensee's agent, licensee under contract, or another entity over which licensee exercised control. Licensee shall be responsible for performing the work under this agreement in a safe and professional manner and shall be liable for engineer's negligence and that of licensee's employees, contractors, and agents.

11. Insurance. Licensee will-, at its own cost and expense, provide insurance coverage in accordance with City's insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement as Exhibit B and by reference made a part hereof. In addition, Licensee will provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim covering the design of the installation. Licensee shall furnish one copy each of the required Certificates of Insurance for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the City, such limits shall be certified and shall apply to the coverage afforded the City under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Licensee shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits.

12. Damages. Licensee shall repair or pay for all actual damages done to the Right of Way or other City property and improvements caused by the Licensee's operations related to the Pipeline. The Licensee shall be solely responsible for maintaining the Pipeline in a safe condition. Remedial or relocation work shall conform to all applicable portions of section 7 above.

13. Texas One Call System. During the Term of this Agreement, the Licensee shall maintain an active membership in the Texas One Call (811) system.

14. City Use. The City reserves the right to place or permit the placement, along, under, across and over the Right of Way and the Pipeline as many roads, streets, sidewalks, passageways, fire alarms, electric light and power lines, waterlines, storm drains, sanitary sewer lines, gas lines, telephone poles and telephone lines, and other utilities and facilities as the City may desire, so long as the integrity and operation of the pipeline is not impacted negatively, and they are a minimum of 24 inches away from the Pipeline and such additional placement does not interfere with the Licensee's Permitted Use and purposes. For the specific case of sanitary sewer taps, the city may install a fully encased, concrete reinforced sanitary sewer tap, located a minimum distance of 12 inches from the Bluefish pipeline. The city will take all necessary precautions to ensure the integrity and operation of the Pipeline.

15. Interference with City.

- a. Pipeline Outside of Location in As-Built Plans. Whenever, after the Licensee installs the Pipeline, the City reasonably determines in good faith that the Pipeline is not located as indicated on as-built plans provided to the City by the Licensee, and the Pipeline interferes with the City's reasonable use of the Right of Way, within 90 days following written request by the City, the Licensee shall immediately relocate the Pipeline to another location approved in advance by

the City, at the Licensee's sole expense, restoring the surface as nearly as possible to its prior condition.

b. Pipeline Inside of Location in As-Built Plans. If the Pipeline is at the location indicated on the as-built plans provided to the City by the Licensee and the Pipeline interferes with the City's reasonable use of its Right of Way, the City will provide written notice to the Licensee that relocation of the Pipeline is required and the Licensee shall relocate the Pipeline within 90 days of notice to the new location as approved in advance by the City, at the Licensee's sole expense, restoring the surface as nearly as possible to its prior condition. However, the City will make every effort to work in good faith with Licensee to accomplish its use without relocation, and after all good faith options are exhausted, the City can ask the Licensee to relocate the Pipeline.

16. Interference with Utility.

a. Pipeline Outside of Location in As-Built Plans. Whenever, after the Licensee installs the Pipeline, it is determined that the Pipeline is not located as indicated on as-built plans provided to the City by the Licensee, the Pipeline interferes with the reasonable use of the Right of Way by a public utility prior to execution of this Agreement, the Licensee shall immediately relocate the Pipeline to a location within the Right of Way approved in advance by the City. None of the related costs shall be paid by the City. The Licensee and the previously-franchised utility shall determine between themselves who will pay the cost of relocation and restoration of the surface.

b. Pipeline Inside of Location in As-Built Plans. If the Pipeline is at the location indicated on the as-built plans provided to the City by the Licensee and it is alleged by a public utility that the Pipeline interferes with the public utility's use of the Right of Way, the Licensee shall make a good faith effort to negotiate with the public utility to resolve any conflict. None of the related costs shall be paid by the City. The Licensee and the public utility shall determine between themselves who will pay the cost of relocation and restoration of the surface. If it is determined after good faith negotiations that relocation is the best option, then the Public Utility will pay for the cost of relocation of the Pipeline and restoration of the surface.

17. Entire Agreement. This Agreement contains the entire agreement of the parties regarding the Pipeline and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

18. Changes. Changes to this Agreement are not binding unless made in writing, signed by both parties.

19. Captions. The captions to the sections or paragraphs of this Agreement will not affect the meaning or construction of any of its provisions.

20. Binding Effect and Runs with the Land. This Agreement is binding upon and inures to the benefit of the successors and assigns of the parties and shall run with the land.

21. Compliance with Laws. The Licensee shall comply with all federal, state, and local laws, ordinances, regulations, and rules, and will not discriminate illegally against any person.

22. Applicable Law. This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas.

23. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain valid and enforceable if the remainder of this Agreement is reasonably capable of completion.

24. Assignment. The Licensee shall not assign, transfer, or convey any interest in this Agreement or the Permit other than to an affiliate, without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed.

25. Notice. For purposes of giving formal written notice to the Licensee, the Licensee's address is:

Bluefish Amarillo Pipeline LLC
Attn: John Degenstein
2500 Tanglewilde, Suite 470
Houston, Texas 77063
Phone: (701) 732-0742

Email: John.Degenstein@lcr-ny.com

For purposes of giving formal, written notice of the City, the City's address is:

City of Amarillo
Attn: Matt Thomas
P.O. Box 1971
Amarillo, Texas 79105
Phone: (806) 378-4227
Email: matthew.thomas@amarillo.gov

Written notice must be made either personally or by United States Mail, registered or certified, return receipt requested. If the notice is mailed, the notice will be complete when deposited in the United States Mail, postage paid, and addressed as required in this section. Notice of change of address will be given in the same manner as required by this Section.

26. City of Amarillo Municipal Code. If any of the provisions of this Agreement are inconsistent with the provisions of the City's requirements of Chapter 4-6, Article IV of the City of Amarillo Municipal Code, the provisions of the Municipal Code shall control.

27. Approval Required. This Agreement shall not become effective or binding until approved by the City Council.

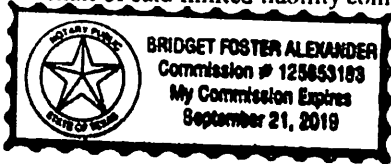
Licensee:

Bluefish Amarillo Pipeline, LLC, a Texas
limited liability company

By: John Degenstein
Manager
VP of Operations

STATE OF TEXAS §
COUNTY OF Harris §
 §

This instrument was acknowledged before me on the November 7 day of November 7 , 2018,
by John Degenstein VP of Operations manager of Bluefish Amarillo Pipeline LLC, a Texas limited liability
company, on behalf of said limited liability company.



Bridget Alexander
Notary Public, State of Texas

City: Houston

City of Amarillo, a Texas Municipal

Corporation

By: _____
Jared Miller, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF POTTER §

This instrument was acknowledged before me on the day of _____, 2018,
by Jared Miller, City Manager of the City of Amarillo, a Texas municipality, on behalf of said
municipality.

Notary Public, State of Texas

EXHIBIT A. DESCRIPTION OF RIGHT OF WAY LOCATIONS

1. S. Whitaker Road Easement:

- a. **The Amarillo Diesel Bluefish Pipeline System (BPL) will run 10 feet to the west of S. Whitaker Road's eastern edge. There will be one 4 inch nominal diameter that will be located a minimum of 4 feet below the surface of the road, for approximately 2138 feet ending at the Interstate 40 Right of Way. The pipelines will be designed and installed in accordance with requirements of 49 CFR Part 195 and ANSI/ASME B31.4 and will comply with the requirements of Chapter 4-6, Article IV of the City of Amarillo Municipal Code, Subsection 4.01 of the City of Amarillo Standard Specifications and any other requirements as may be imposed by the City of Amarillo.**
- b. **NOTE: AFTER THE CITY APPROVES THE SPECIFIC RIGHT OF WAY LOCATION, BLUEFISH AMARILLO PIPELINE WILL CONDUCT A FORMAL SURVEY AND INCLUDE THE METES AND BOUNDS DESCRIPTION ALONG WITH A FIGURE IN THIS EXHIBIT.**

2. City of Amarillo SE 3rd Avenue Crossing:

- a. **The Amarillo Diesel Bluefish Pipeline System (BPL) will cross SE 3rd Avenue from the north to the eastern corner of S. Whitaker Road on the south side of SE 3rd Avenue in Amarillo, Potter County, TX. The crossing will end on private property at least 10 feet inside of the property line from the east side of Whitaker and 20 feet inside the property line South of SE 3rd Avenue. The 8 inch casings will be vented at the property line for both pipelines.**
There will be two 4 inch piping crossings as part of this project. The pipelines will be designed and installed in accordance with requirements of 49 CFR Part 195 and ANSI/ASME B31.4 and will comply with the requirements of Chapter 4-6, Article IV of the City of Amarillo Municipal Code, Subsection 4.01 of the City of Amarillo Standard Specifications and any other requirements as may be imposed by the City of Amarillo.
The crossings will parallel each other and will maintain a minimum spacing of 3 feet between the two pipelines. The 4 inch pipelines will be contained within separate 8 inch steel casings. The crossings will be installed using conventional boring methods.
- b. **NOTE: AFTER THE CITY APPROVES THE SPECIFIC RIGHT OF WAY LOCATION, BLUEFISH AMARILLO PIPELINE WILL CONDUCT A FORMAL SURVEY AND INCLUDE THE METES AND BOUNDS DESCRIPTION ALONG WITH A FIGURE IN THIS EXHIBIT.**

EXHIBIT B. CERTIFICATE OF INSURANCE REQUIREMENTS

City OF AMARILLO, TEXAS

Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide minimum insurance coverage as listed below, prior to the execution of the contract and maintain coverage, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the owner. A certification of insurance will be placed on file with the Contracting Department of the City of Amarillo, prior to the execution of the contract.

TYPE OF COVERAGE	MINIMUM LIMITS
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WORKER'S COMPENSATION - Coverage A Worker's Compensation Insurance shall include a Waiver of Subrogation in favor of the City of Amarillo	Statutory
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EMPLOYERS LIABILITY - Coverage B	
Bodily Injury by Accident - each accident	\$100,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$100,000

COMMERCIAL GENERAL LIABILITY:

Coverage A - Each Occurrence	\$500,000
Coverage B - Personal & Advertising Injury	\$500,000
General Aggregate Other Than Products/ Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

NOTE:

- 1) Coverage for explosion, collapse, and underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include the City of Amarillo as an Additional Insured for all work performed for or on behalf of the City.

AUTOMOBILE LIABILITY:

Bodily Injury Liability - Each Person	\$250,000
Bodily Injury Liability - Each Occurrence	\$500,000
Property Damage Liability - Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.
- 2) Coverage must include the City of Amarillo as an Additional Insured for all work performed for or on behalf of the City.

In the event of any material change, non-renewal, or cancellation of any policy, contractor's insurance company will give thirty (30) days actual prior written notice to the Contracting Department of the City of Amarillo for such changes or cancellation.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	November 13, 2018	Council Priority	
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Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services
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Agenda Caption

Authorize City Manager to execute a systems agreement with NuPark for parking-related software and hardware, maintenance support, and related services

Total first year purchase is \$102,595. This includes an annual subscription cost starting at \$28,125, with one-time hardware costs of \$37,235 per vehicle for cameras, printers, and tablets

Agenda Item Summary

This agenda item authorizes the City Manager to execute an agreement with NuPark utilizing the recently approved interlocal with the National Cooperative Purchasing Alliance.

NuPark is a cloud-based smart parking management platform that will allow the City to gain greater efficiency as it relates to the downtown parking management plan that will include paid parking and time enforced parking. The system fully integrates with license plate recognition capabilities, as well as the city’s new ParkMobile system. The system will also communicate with existing court and financial software for ease of use.

The system includes accessibility from any device such as smartphones and tablets, built-in analytics to gain valuable insights in to how parking is being utilized. The system has built in citation management software and will include a website for online payments for those that receive a citation.

In the future, the system could also be expanded and used to monitor employee parking by utilizing permits by license plates.

About NuPark

NuPark provides the leading smart parking management platform designed to help parking professionals deliver amazing and convenient parking experiences. With over 245 years of combined team experience, NuPark is built by parking professionals, for parking professionals and is setting the bar for innovation and customer service in the parking industry. Its open, cloud-based solution streamlines and automates the process of managing, selling, and enforcing parking. By integrating license plate recognition (LPR) technology, real-time data access and syncing, electronic permitting, payments, citations, and appeals into one platform, NuPark more efficiently optimizes all aspects of a complex parking operation. Headquartered in Cedar Park, TX, NuPark serves as a trusted provider with customers in a variety of industries including higher education, municipalities, private operations, health care, commercial real estate, retail establishments, and transit authorities across the country.

Requested Action

Approval for City Manager to execute agreement

Funding Summary

Annual subscription fee of \$28,125 that increases annually and could also increase to a new level depending on the number of transactions in the system (permits + citations).
One-time hardware costs of \$33,335 per vehicle for mobile license plate recognition camera bundle plus accompanying handhelds at approximately \$3,900 per vehicle.
These costs will be covered by the revenue received from paid parking and overtime citations.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

Bid No. 6270 LICENSE PLATE SOFTWARE
Opened 4:00 p.m. November 1, 2018

To be awarded as one lot		NUPARK
Line 1 Hosted City Scout Tier 1 Subscription, per specifications		
1 ea		
Unit Price	\$28,125.000	
Extended Price		28,125.00
Line 2 Consumer Parking App, per specifications		
1 ea		
Unit Price	\$0.000	
Extended Price		-
Line 3 Rugged Handheld Enforcement Unit, per specifications		
2 ea		
Unit Price	\$3,900.000	
Extended Price		7,800.00
Line 4 Mobile LPR Enforcement Bundle, per specifications		
2 ea		
Unit Price	\$29,500.000	
Extended Price		59,000.00
Line 5 Mobile LPR Enforcement Hardware Installation, per specifications		

2 ea			
Unit Price	\$3,250.0000		
Extended Price		6,500.00	

Line 6 Zebra Printer, per specifications

2 ea			
Unit Price	\$585.0000		
Extended Price		1,170.00	
Bid Total		102,595.00	

Award by Vendor 102,595.00