

AGENDA

FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, SEPTEMBER 25, 2018 AT 1:00 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: Tate Maybin

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. Report on Mayor Nelson's Washington DC trip;
 - C. Reports and updates from City Councilmembers serving on outside boards:
Amarillo Local Government Corporation; and
 - D. 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 September 18, 2018.

B. **PURCHASE: 100 – THREE-CUBIC YARD SOLID WASTE DUMPSTERS:**

(Contact: Blair McCurdy Snow, Public Works)

Award by Competitive bid:

Roll Offs of America/USA

Total Award \$52,000.00

This item is the scheduled replacement of 100 three-cubic yard dumpsters. Annual purchase of replacement dumpsters allows the Solid Waste Division to maintain the current service level.

C. **APPROVAL – EMERGENCY REPAIRS TO LAWRENCE EAST PUMP:**

(Contact: Raymond Lee, Director of Public Works)

Awarded to: Odessa Pumps -- \$69,472.00

This item is the purchase of parts and services to repair the Lawrence Lake East Pump, which has suffered catastrophic failure. Immediate repair of the pump is required to maintain the playa lake system and insure proper flood management.

D. **CONSIDER AWARD -- ASBESTOS ABATEMENT AND DEMOLITION AT 1328 SOUTHEAST 10 AVENUE:**

(Contact: Randy Schuster, Building Official)

Howell Sand Company -- \$74,121.00

This item is to consider award of the contract for the asbestos abatement and demolition of the substandard structures located at 1328 Southeast 10th Avenue.

E. **CONSIDER APPROVAL – ADDENDEUM NO. 1 TO PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION SERVICES MANAGEMENT – HILLSIDE TERRRACE ESTATES 30” SEWER REPLACEMENT:**

(Contact: Floyd Hartman, Assistant City Manager)

Awarded to KSA Engineers, Inc.

Original Contract: \$ 477,500.00

Previous Addenda: N/A

Current Addendum: \$ 169,500.00

Revised Contract Total: \$ 647,000.00

This item is to consider approval of Addendum No. 1 to the Professional Service Agreement with KSA Engineers, Inc. to allow for additional construction services management as outlined in the addendum.

F. **CONSIDER PURCHASE AND CONSTRUCTION OF A VEHICLE STORAGE FACILITY FOR THE WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM CONTINGENT TO AUTHORIZATION BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) TO USE CURRENT FISCAL YEAR GRANT FUNDS:**

(Contact: Margaret Payment, WIC Director)

Panhandle Steel Buildings -- \$127,886.00

This item would authorize the City Manager to encumber City funds contingent on USDA approval to reimburse from current fiscal year WIC program grant funds for the purchase and construction of a modular metal building to be used for vehicle storage.

G. **CONSIDER AWARD – 2017-2021 COMMUNITY INVESTMENT PROGRAM 2017/2018 MILLING AND OVERLAY OF VARIOUS STREETS:**

(Contact: Kyle Schniederjan, P.E., CP&DE Director)

J. Lee Milligan, Inc. -- \$1,104,726.85

This item is to consider award of the construction contract for the milling and overlay of various streets comprised of Bell Street from 34th Avenue to Hillside Road as well as drainage improvements at the intersection of Bell Street and 45th Avenue.

3. **NON-CONSENT ITEMS:**

A. **DISCUSSION AND CONSIDERATION OF RESOLUTION:**

(Contact: Laura Storrs, Finance Director)

Discussion and consideration of a Resolution authorizing a Secondary Depository Bank Services Contract with Amarillo National Bank for the period beginning October 1, 2018 through June 30, 2019, then July 1, 2019 through June 30, 2020; the City shall have the option to extend the Contracts for three one-year periods after the original contract term.

B. **DISCUSSION AND CONSIDERATION OF RESOLUTION:**

(Contact: Laura Storrs, Finance Director)

Discussion and consideration of a Resolution authorizing a Secondary Depository Bank Services Contract with Wells Fargo, N.A. for the period beginning October 1, 2018 through June 30, 2019, then July 1, 2019 through June 30, 2020; the City shall have the option to extend the Contract for three one-year periods after the original contract term.

C. **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 551.072 – 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) Multiple properties located in the Central Business District.

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 21st day of September 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.

A

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO



On the 18th day of September 2018, the Amarillo City Council met at 12:00 p.m. for a work session which was in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

- | | |
|---------------|---------------------|
| GINGER NELSON | MAYOR |
| ELAINE HAYS | COUNCILMEMBER NO. 1 |
| FREDA POWELL | COUNCILMEMBER NO. 2 |
| EDDY SAUER | COUNCILMEMBER NO. 3 |
| HOWARD SMITH | COUNCILMEMBER NO. 4 |

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

- | | |
|-------------------|-------------------------------|
| JARED MILLER | CITY MANAGER |
| MICHELLE BONNER | DEPUTY CITY MANAGER |
| BRYAN MCWILLIAMS | CITY ATTORNEY |
| STEPHANIE COGGINS | ASSISTANT TO THE CITY MANAGER |
| FRANCES HIBBS | 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

James Schenck, 6216 Gainsborough Road, spoke on the Council meeting times and the sign-up period. Mike Fisher, 4410 Van Kriston Drive, stated property taxes were raised, but on paper it indicates they are not being raised. Councilmember Hays asked for clarification on the budget and tax wording. Mr. Miller stated the language is state mandated and this information would be clarified during the budget portion of the regular meeting. Claudette Smith, 4410 Van Kriston Drive, expressed the importance of Council's duties and representation. Camron Munger, 2201 Peach Tree Street, stated he runs nonprofits, and he had inquired why some groups can close Polk Street and some cannot. Jill Humphrey, 7714 Pineridge Drive, spoke on her passion for a no-kill shelter in Amarillo. She further stated PetSmart in Amarillo was the #1 store for animal adoptions. Mildred Darton, 2005 Northwest 14th Avenue, spoke on the success of the North Heights cleanup day on Saturday, September 15. Gary Prescott, 10101 Amarillo Boulevard West, spoke on an easement and documents that were lost. He requested an update on his easement. Signed up but did not appear Nathan Smith, 501 Fescue Street. 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 18th day of September 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
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:

The invocation was given by Davlyn Duesterhaus, BSA Staff Chaplain.

A proclamation was presented to Bishop James Martin Mims.

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:
There were no items presented.
- B. Policy Governance Leadership Discussions with Bob Schroeder:
- C. Reports and updates from City Councilmembers serving on outside boards:
Beautification and Public Arts Advisory Board:
Councilmember Sauer stated the first mural was unveiled at the Rick Husband International Airport yesterday.
Buy the Way Campaign:
Councilmember Hays spoke on the unveiling of "Lovin' Local Day," to be announced today for October 13, 2018; and
- D. Consider future Agenda items and request reports from City Manager.
Councilmember Sauer spoke on the gateways of our City and whose responsibility it was. There were no further items presented.

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, seconded by Councilmember Smith.

- A. **MINUTES:**
Approval of the City Council minutes for the meetings held on September 11, 2018.
- B. **ORDINANCE NO. 7752:**
(Contact: Kelley Shaw, Development Customer Service Coordinator)
This is the second and final reading of an ordinance assessing against each parcel of the property in the Heritage Hills Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be

approved on an annual basis. The Heritage Hills PID Advisory Board met August 30, 2018 to review the proposed FY 2018/19 budget and service plan. The Heritage Hills PID budget projects total maintenance and operation expenses for FY 2018/19 to be \$63,755. The Board recommends maintaining property owner assessment rates of \$0.08 per square foot. This will result in assessments totaling \$160,784. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Heritage Hills PID. Attached is the Heritage Hills Public Improvement District Fiscal Year 2018/19 budget, service plan, and associated ordinance and exhibit.

C. **ORDINANCE NO. 7753:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is the second and final reading of an ordinance assessing against each parcel of property in the Town Square Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be approved on an annual basis. The Town Square PID Advisory Board met August 30, 2018 to review the proposed FY 2018/19 budget and service plan. The Town Square PID budget projects total maintenance and operation expenses for FY 2018/19 to be \$83,043. The Board recommends property owner assessment rates remain at \$0.1111 per square foot. This will result in assessments totaling \$166,164. This decision was made in order to cover all operating costs as well as build up an operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Town Square PID. Attached is the Town Square Public Improvement District Fiscal Year 2018/19 budget, service plan, and associated ordinance and exhibit.

D. **ORDINANCE NO. 7754:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is the second and final reading of an ordinance assessing against each parcel of property in the Point West Public Improvement District (PID), which is allocated based on the percentage of total square footage owned within the PID, must be approved on an annual basis. The City Council has yet to establish a new Point West PID Advisory Board as there have been no nominations from the Developer or property owners coming forth to show interest in serving. The Developer of Point West Business Park is currently communicating with Point West PID property owners to recruit nominations and has communicated with Development Services staff that there will be the appropriate number of property owners submitting their Board interest forms by the end of September in order to be appointed by City Council at the appropriate time.

Development Services staff has contacted property owners within the PID regarding the proposed budget and service plan and have received no negative comments. The Developer has stated that last year's assessment rate is adequate and that no assessment increase is necessary for the 2018/19 budget and service plan. The Point West PID budget projects total maintenance and operation expenses for FY 2018/19 to be \$26,068. As mentioned above, the current assessment level remains adequate for all expenses and operating reserve and totals \$52,000.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Point West PID. Attached is the Point West Public Improvement District Fiscal Year 2018/19 budget, service plan, and associated ordinance and exhibit.

E. **ORDINANCE NO. 7755:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is the second and final reading of an ordinance assessing against each parcel of property in the Vineyards Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Vineyards PID Advisory Board met July 25, 2018 to review the proposed FY 2018/19 budget and service plan. The Vineyards PID budget projects total maintenance and operation expenses for FY 2018/19 to be \$3,738. The Board recommends keeping property owner assessment rates at \$50 per lot. This will result in assessments totaling \$7,950. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Vineyards PID. Attached is the Vineyards Public Improvement District Fiscal Year 2018/19 budget, service plan, and associated ordinance and exhibit.

F. **ORDINANCE NO. 7756:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is the second and final reading of an ordinance assessing against each parcel of property in the Quail Creek Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Quail Creek PID Advisory Board met August 29, 2018 to review the proposed FY 2018/19 budget and service plan. The Quail Creek PID budget projects total maintenance and operation expenses for FY 2018/19 to be \$7,047. The Board recommends keeping property owner assessment rates at \$350 per lot. This will result in assessments totaling \$10,150. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Quail Creek PID. Attached is the Quail Creek Public Improvement District Fiscal Year 2018/19 budget, service plan, and associated ordinance and exhibit.

G. **ORDINANCE NO. 7757:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is the second and final reading of an ordinance assessing against each parcel of property in the Tutbury Public Improvement District (PID), determined by a flat value per lot, must be approved on an annual basis. The Tutbury PID Advisory Board met September 4, 2018 to review the proposed FY 2018/19 budget and service plan. The Tutbury PID budget projects total maintenance and operation expenses for FY 2018/19 to be \$9,494. The Board recommends keeping property owner assessment rates at \$679 per lot. This will result in assessments totaling \$16,296. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Tutbury PID. Attached are the Tutbury Public Improvement District Fiscal Year 2018/19 budget, service plan, and associated ordinance and exhibit.

H. **ORDINANCE NO. 7758:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is the second and final reading of an ordinance assessing against each parcel of property in the Colonies Public Improvement District (PID), determined by multiplying a cost value per square foot of lot area, must be

approved on an annual basis. The Colonies PID Advisory Board met September 4, 2018 to review the proposed FY 2018/19 budget and service plan. The Colonies PID budget projects total maintenance, operation and debt service expenses for FY 2018/19 to be \$832,168. The Board recommended unanimously to maintaining the property owner assessment rates at \$0.10 per square foot. This will result in assessments totaling \$911,889. This decision was made in order to continue to cover all operating costs as well as an additional \$205,884 annual debt service payment resulting from a \$3 million bond issuance to reimburse the developer for improvement costs.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Colonies PID. Attached is the Colonies Public Improvement District Fiscal Year 2018/19 budget, service plan, and associated ordinance and exhibit.

I. **ORDINANCE NO. 7759:**

(Contact: Kelley Shaw, Development Customer Service Coordinator)

This is the second and final reading of an ordinance assessing against each parcel of property in the Greenways Public Improvement District (PID), determined by the placement of the lot within the neighborhood, must be approved on an annual basis. The Greenways PID Advisory Board met August 27, 2018 to review the proposed FY 2018/19 budget and service plan. The Greenways PID budget projects total maintenance, operation and debt service expenses for FY 2018/19 to be \$618,125. The Board recommends maintaining property owner assessment rates at \$720 for type A lots, \$600 for type B lots, \$864 for type D lots, and \$1,800 per acre for commercial property. This will result in assessments totaling \$643,362. This decision was made in order to continue to cover all operating costs as well as build up their operating reserve.

A service plan covering a period of at least five years must also be reviewed and approved. This plan defines the annual indebtedness and projected costs for improvements as well as maintenance of improvements within the Greenways PID. Attached is the Greenways Public Improvement District Fiscal Year 2018/19 budget, service plan, and associated ordinance and exhibit.

J. **ORDINANCE NO. 7760:**

(Contact: Cris Valverde, Planning & Development Services Assistant Director)

This is the second and final reading of an ordinance rezoning a 3.82 acre tract of unplatted land out in Section 43, Block 9, BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District (A) to General Retail District (GR). (Vicinity: Outlook Drive and Research Street.)

K. **APPROVAL -- LIQUID OXYGEN AND STORAGE SYSTEM ANNUAL CONTRACT RENEWAL AGREEMENT:**

(Contact: Jonathan Gresham, Interim Director of Utilities)

Westair Gas & Equipment, LP -- \$119,457.00

This item is the annual contract for liquid oxygen, industrial grade for production of Ozone used for drinking water treatment. This is an effective disinfectant to ensure clean water is supplied to City of Amarillo customers. City leases the maintenance and storage of a 9,000 gallon tank used to store liquid oxygen.

L. **CONSIDER – CHANGE ORDER NO. 3 – SEWER MAIN RELOCATION HOLLYWOOD ROAD FROM BELL STREET TO COULTER STREET:**

(Contact: Kyle Schniederjan, Capital Projects & Development Engineering)

Original Contract:	\$	4,504,294.00
Previous Change Orders:	\$	111,898.00
Current Change Order:	\$	164,940.00

Revised Contract Total: \$ 4,781,132.00

This item is for work which includes excavation, removal of existing pipe, and compaction of existing sanitary sewer main trench near Hollywood Road and Coulter Street. The original design calls for this existing sewer main to be abandoned in place and a new sewer line installed outside of the proposed new Loop 335. It was determined that the existing trench is failing and is not compacted to a level that will allow the construction of Loop 335 over the top. Change Order No. 3 is required to re-compact an existing utility trench within the area TxDOT is expanding Loop 335. Since the trench needs to be excavated prior to re-compaction, it is more economical to remove the existing pipe instead of abandoning it in place, as originally planned.

M. CONSIDER – AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

(Contact: Kyle Schniederjan, Capital Projects & Development Engineering)

Brandt Engineers Group -- \$19,425.00

The Agreement for Professional Services, associated with RFQ 03-16 and approved by City Council on February 23, 2016, is to provide Design, Bidding, Construction, Closeout, and Resident Project Representative (RPR) Phase services for the relocation of water and sewer utilities in the vicinity of the I-27/Loop 335 highway construction project. It was determined that the pre-existing trench is failing and a change order with the construction contractor is being proposed. The additional professional services are to manage the change order work.

Original Contract:	\$	411,820.00
Previous Amendments:	\$	259,460.00
Current Amendment:	\$	19,425.00
Revised Contract Total:	\$	690,705.00

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

NON-CONSENT ITEMS

ITEM 3A: Mayor Nelson presented the second and final reading of an ordinance adopting the City of Amarillo budget for the 2018/2019 fiscal year. This budget allows for the City to continue providing effective public services, programs and assistance to Amarillo residents in the upcoming year. This item was presented by Stephanie Coggins, Assistant to the City Manager. Councilmember Powell motioned to adopt Ordinance No. 7761. Adopting the budget for the fiscal year October 1, 2018, through September 30, 2019, for the City of Amarillo. It was seconded by Councilmember Hays and the following captioned ordinance passed on second and final reading:

ORDINANCE NO. 7761

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2018, THROUGH SEPTEMBER 30, 2019, FOR THE CITY OF AMARILLO; APPROPRIATING MONEY FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET; AMENDING VARIOUS TERMS AND PROVISIONS OF THE AMARILLO MUNICIPAL CODE TO ADD, MODIFY, INCREASE, OR DELETE VARIOUS FEES AND RATES; CHAPTER 8-5, ARTICLE IV, CONCERNING CERTAIN ENVIRONMENTAL HEALTH FEES; CHAPTERS 12-1 AND 12-4 CONCERNING PARK AND RECREATION FEES; CHAPTERS 18-2, 18-3, AND 18-4, CONCERNING VARIOUS WATER AND SEWER RATES; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3B: Mayor Nelson presented the second and final reading an ordinance approving the City of Amarillo tax roll, setting an ad valorem property tax rate and levying a tax on all property subject to taxation within the City for the 2018 tax year. This ordinance establishes an ad valorem tax rate of \$0.32698 per \$100.00 property valuation for City maintenance and operations expenses and \$0.04140 per \$100.00 property valuation for existing debt expenses resulting in a total ad valorem rate of \$0.36838 per \$100.00 property valuation. This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 1.80 percent and will raise taxes for maintenance and operations on a \$100,000 home by approximately \$0.00. This item was presented by Laura Storrs, Finance Director. Councilmember Powell moved that the property tax rate be increased by the adoption of a tax rate of \$0.36838, which is effectively a 1.80% increase in the tax rate. The motion was seconded by Councilmember Sauer and the following captioned ordinance passed on second and final reading:

ORDINANCE NO. 7762

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING TAX ROLL; SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF AMARILLO FOR THE TAX YEAR 2018; ESTABLISHING AN EFFECTIVE DATE; REPEALING CONFLICTING ORDINANCES.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3C: Motion was made by Councilmember Powell to ratify the Budget and Tax Rate, as adopted for Fiscal Year 2018-2019, recognizing such budget will require more revenue from property taxes than did the budget adopted last year, seconded by Councilmember Hays.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3D: Mr. McWilliams advised at 2:34 p.m. that the City Council would convene in Executive Session per Texas Government Code (1) Section 551.071 – Consult with Attorney about pending or contemplated litigation or settlement of same. Consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter: (a) Potter County, Cause # 107298-B-CV, Smith et al. v. Nelson, et. al.

Mr. McWilliams announced that the Executive Session was adjourned at 2:59 p.m. and recessed the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

Amarillo City Council

Agenda Transmittal Memo



B

Meeting Date	September 25, 2018	Council Priority	Infrastructure Initiative
Department	Solid Waste Division		
Contact	Blair McCurdy Snow Public Works		

Agenda Caption

Purchase: 100 - 3 Cubic Yard solid waste dumpsters.

Award by Competitive bid:
Roll Offs of America/USA
Total Award \$52,000.00

Agenda Item Summary

Scheduled replacement of 100 three yard dumpsters. Annual purchase of replacement dumpsters allows The Solid Waste Division to maintain the current service level.

Requested Action

Approval

Funding Summary

Solid Waste Collections account number 1431.51850

Community Engagement Summary

Continue to provide Solid Waste services.

Staff Recommendation

City staff recommends approval.

Bid No. 6190 3 CU TD REFUSE CONTAINERS
Opened 4:00 p.m. September 13,2018

To be awarded as one lot		ROLLS OFFS	WASTEQUIP
Line 1 Refuse carts, chutes, containers, and holders, per specifications 100 ea			
Unit Price	\$520.000	\$683.440	
Extended Price	52,000.00	68,344.00	
Bid Total	52,000.00	68,344.00	
Award by Vendor			
	52,000.00		

Amarillo City Council

Agenda Transmittal Memo



C

Meeting Date	9/25/2018	Council Priority	
Department	Public Works		
Contact	Raymond Lee, Director of Public Works		

Agenda Caption
Bid Approval- 41854, Emergency repairs to Lawrence East Pump

Agenda Item Summary
Consider the purchase of parts and services to repair the Lawrence Lake East Pump, which has suffered catastrophic failure. Immediate repair of the pump is required to maintain the playa lake system and insure proper flood management.

Requested Action
Approval of bid 41854 to Odessa Pumps for \$69,472.00

Funding Summary
560114.17400.1040 Playa Lake Maintenance will have an ending balance of \$437.60.

Community Engagement Summary
Drainage Utility has spoken to numerous residents in the general vicinity of Lawrence East.

Staff Recommendation
That City Council approve emergency bid 41854 to Odessa Pumps for \$69,472.00 to reduce the risk of flooding.

Bid No. 6212 EMERGENCY REPAIRS TO LAWRENCE EAST PUMP

Opened 4:00 p.m. September 17,2018

To be awarded as one lot		ODESSA PUMPS & EQUIPMENT
Line 1 Propeller Pumps,16dhlo-3 stg bowl assy, per specifications		
1 ea		
Unit Price	\$25,333.000	
Extended Price		25,333.00
Line 2 Propeller Pumps,12"x3" spider, per specifications		
6 ea		
Unit Price	\$384.000	
Extended Price		2,304.00
Line 3 Propeller Pumps,120"line shafting, per specifications		
6 ea		
Unit Price	\$1,154.000	
Extended Price		6,924.00
Line 4 Propeller Pumps,head shaft, per specifications		
1 ea		
Unit Price	\$1,671.000	
Extended Price		1,671.00

ODESSA PUMPS &
EQUIPMENT

To be awarded as one lot

Line 5 Propeller Pumps,shaft cplgs
1.94"x1.94", per specifications

7 ea

Unit Price

\$119.000

Extended Price

833.00

Line 6 Propeller Pumps,sandblasting, per
specifications

2 ea

Unit Price

\$820.000

Extended Price

1,640.00

Line 7 Propeller Pumps, TD & inspection-
partial asmb, per specifications

1 ea

Unit Price

\$1,600.000

Extended Price

1,600.00

Line 8 Propeller Pumps, 12"x10' fbe, per
specifications

5 ea

Unit Price

\$3,238.000

Extended Price

16,190.00

Line 9 Propeller Pumps, vertical 12"x7'
fbe, per specifications

1 ea

Unit Price

\$2,701.000

Extended Price

2,701.00

To be awarded as one lot		ODESSA PUMPS & EQUIPMENT	
Line 10 Propeller Pumps, vertical ug disch 12"x7' fbe blnk, per specifications			
1 ea			
Unit Price		\$4,436.000	
Extended Price			4,436.00
Line 11 Propeller Pumps, vertical id coating 64' column, per specifications			
1 ea			
Unit Price		\$2,720.000	
Extended Price			2,720.00
Line 12 Propeller Pumps, od coating 64' column & dch y ,per specifications			
1 ea			
Unit Price		\$3,120.000	
Extended Price			3,120.00
Bid Total			69,472.00
Award by Vendor			69,472.00

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	September 25, 2018	Council Priority	Community Appearance & Address Disadvantaged Areas of the Community
--------------	--------------------	------------------	---

Department	Building Safety
------------	-----------------

Agenda Caption

CONSIDER AWARD - Bid No. 6156 Asbestos Abatement and Demolition at 1328 SE 10th Avenue:

Howell Sand Company - \$74,121.00

Agenda Item Summary

This item is to consider award of the contract for the asbestos abatement and demolition of the substandard structures located at 1328 SE 10th Avenue.

Requested Action

Consider approval and award to Howell Sand Company - \$74,121.00

Funding Summary

This property is in the Community Development Block Grant (CDBG) target area. The owner applied and qualifies for CDBG funding that will be utilized to pay invoiced costs.

Community Engagement Summary

This project will improve community appearance and address disadvantaged areas of the community.

Staff Recommendation

City Staff is recommending approval and award of the bid and contract.

Bid No. 6156 2018 ASBESTOS ABATEMENT AND DEMOLITION: ABANDON MOTEL AND RESTAURANT 1328 SOUTH EAST 10TH AVE
Opened 4:00 p.m. August 9, 2018

To be awarded as one lot					HOWELL SAND CO., INC	TASMAN GEOSCIENCES	WCSA INC.	ADVANCED ENVIRONMENTAL SERVICES
Line 1 Propose to furnish all necessary Superintendence, Labor, Materials, Tools, Equipment, Machinery, Apparatus, and whatever else may be necessary to complete all work covered by this proposal within the time stated, in strict accordance ,per specifications								
1 ea								
Unit Price		\$74,121.000		74,121.00	\$83,700.000	83,700.00	\$95,754.000	\$124,400.000
Extended Price							95,754.00	124,400.00
Bid Total				74,121.00		83,700.00	95,754.00	124,400.00
Award to Vendor								
				74,121.00				

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	September 25, 2018	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Floyd Hartman		

Agenda Caption

CONSIDER APPROVAL – Addendum No. 1 (One) to Professional Services Agreement for Construction Services Management for RFQ #11-17

JOB # 521943 Hillside Terrace Estates 30” Sewer Replacement - \$169,500.00

KSA Engineers, Inc. - \$169,500.00

This item is to consider approval of Addendum No. 1 to the Professional Service Agreement with KSA Engineers, Inc. to allow for additional construction services management as outlined in the addendum.

Agenda Item Summary

Addendum No. 1 is to authorize additional construction services management to KSA Engineers to manage and oversee the construction of the new 30-inch pipeline.

Original Contract:	\$ 477,500.00
Previous Addenda:	N/A
Current Addendum:	\$ 169,500.00
Revised Contract Total:	\$ 647,000.00

Requested Action

Consider Addendum No. 1 (One) for approval.

Funding Summary

Funding for this project is available in the Project Budget Number 521943.17400.1170.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of Addendum No. 1 (One).

**ADDENDUM NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

Whereas, the City of Amarillo ("OWNER") and KSA Engineers, Inc. ("CONSULTANT") have executed an Agreement for Professional Services dated effective August 2, 2017 ("Agreement") for certain construction management services, resident project representation, and construction materials testing with respect to the replacement of the OWNER'S Hillside Terrace Estates 30" Sewer Replacement - Contract 2; and

Whereas, pursuant to Article IX of the Agreement, OWNER has requested that CONSULTANT provide additional construction management services and resident project representation associated with the Hillside Terrace Estates 30" Sewer Replacement Project (the "Additional Services"), said Additional Services being more particularly described in CONSULTANT'S letter to OWNER dated August 9, 2018, attached hereto as Exhibit A and by this reference made a part of this Addendum No. 1;

NOW THEREFORE the parties agree that the Agreement is changed by addition of the following:

- A. The Additional Services are hereby added to the Scope of Work, as defined in the Agreement.
- B. CONSULTANT agrees to accept for the Additional Services a fee, inclusive of expenses, of \$169,500.00. Payment to CONSULTANT will be made in accordance with Article II of the Agreement.

The parties acknowledge and agree that the Additional Services are to be performed in accordance with all of the terms and conditions of the Agreement, which terms and conditions the parties do hereby ratify and confirm.

EXECUTED by the parties as of the dates shown below, to be effective upon execution by the OWNER.

ATTEST:

Frances Hibbs
City Secretary

CITY OF AMARILLO
(OWNER)

By: _____
Jared Miller
City Manager

Date: _____

KSA ENGINEERS, INC.
(CONSULTANT)

By:  _____

Printed name: Mitchell L. Fortner, P.E.

Title: President _____

Date: 9-4-2018 _____



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	September 25, 2018	Council Priority	Civic Pride
Department	Women, Infants, and Children (WIC) Program		
Contact	Margaret Payton, WIC Director		

Agenda Caption

CONSIDER PURCHASE AND CONSTRUCTION OF A VEHICLE STORAGE FACILITY FOR THE WOMEN, INFANTS, AND CHILDREN (WIC) PROGRAM CONTINGENT TO AUTHORIZATION BY THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) TO USE CURRENT FISCAL YEAR GRANT FUNDS

Agenda Item Summary

This item would authorize the City Manager to encumber City funds contingent on USDA approval to reimburse from current fiscal year WIC program grant funds for the purchase and construction of a modular metal building to be used for vehicle storage. The project award is to Panhandle Steel Buildings in the amount of \$127,886.

Requested Action

Request City Council authorization for the City Manager to encumber funds contingent on USDA approval to reimburse from current fiscal year WIC program grant funds. USDA requires funds to be encumbered prior to the end of the fiscal year (9/30/2018). Project will be cancelled if USDA does not provide approval prior to the end of the fiscal year.

Funding Summary

411434.17400.1040 WIC Vehicle Storage. Awarded via Buy Board (#464-14) to Panhandle Steel Buildings in the amount of \$127,886. With USDA approval, 100% of project costs will be reimbursed from Federal grant funds.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends City Council authorization for the City Manager to encumber funds contingent on USDA approval to reimburse from current fiscal year WIC program grant funds.

Bid No. 6218 WIC VEHICLE STORAGE BUILDING
Opened 4:00 p.m. September 20, 2018

To be awarded as one lot		PANHANDLE STEEL BUILDING
Line 1 Building construction, per specifications		
1 ea		
Unit Price	\$127,886.000	
Extended Price		127,886.00
Bid Total		127,886.00
Award by Vendor		127,886.00

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	9/25/2018	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan, P.E., CP&DE Director		

Agenda Caption

CONSIDER AWARD – BEST VALUE BID # 6194
JOB # 420059 2017-2021 Community Investment Program 2017/2018 Milling and Overlay of Various Streets
J. Lee Milligan, Inc. - \$1,104,726.85

Agenda Item Summary

This item is to consider award of the construction contract for the milling and overlay of various streets comprised of **Bell Street** from 34th Avenue to Hillside Road as well as drainage improvements at the intersection of Bell Street and 45th Avenue.

Requested Action

Consider approval and award to the highest evaluated respondent. J. Lee Milligan, Inc. - \$1,104,726.85

Funding Summary

Funding for this project is available in Project Number 420059.17400.1040 and 420059.17400.1050.

Community Engagement Summary

This project will have modest impact to the neighborhood. City staff will update the public with press releases and public announcements through social media before and during the project.

Staff Recommendation

City Staff is recommending approval and award of the contract.

3A



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	September 25, 2018	Council Pillar	Fiscal Responsibility
Department	Finance		
Contact	Laura Storrs		

Agenda Caption

DISCUSSION AND CONSIDERATION OF RESOLUTION
(Contact: Laura Storrs)

Discussion and consideration of a Resolution authorizing a Secondary Depository Bank Services Contract with Amarillo National Bank for the period beginning October 1, 2018 through June 30, 2019, then July 1, 2019 through June 30, 2020; the City shall have the option to extend the Contracts for three one-year periods after the original contract term.

Agenda Item Summary

This resolution authorizes the City to designate Amarillo National Bank as a secondary depository bank for ATM services and payroll card services and to enter into a Secondary Depository Bank Services Contract with Amarillo National Bank for the period beginning October 1, 2018 through June 30, 2019, then July 1, 2019 through June 30, 2020; the City shall have the option to extend the Contracts for three one-year periods after the original contract term.

On January 8, 2018 the City issued a Request for Application (RFA) to all financial institutions within the City’s service area. The City received three applications. The applications were evaluated on criteria set within the RFA guidelines and the evaluation team selected the best evaluated respondents for optional bank depository services based on that criteria.

Requested Action

Adopt the Resolution authorizing the contract for secondary depository services with Amarillo National Bank.

Funding Summary

No City funds will be expended for this Bank Secondary Depository Contract.

Community Engagement Summary

N/A

Staff Recommendation

City staff is recommending approval of the Resolution.

RESOLUTION NO. 09-25-18-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS DESIGNATING A BANK TO INSTALL, OPERATE, AND MAINTAIN AUTOMATIC TELLER MACHINES (ATMS) ON PREMISES CITY PROVIDES AND AUTHORIZE SAME BANK TO ESTABLISH A BANK PAYROLL CARD SYSTEM IN A PROFESSIONAL SERVICES CONTRACT PURSUANT TO A REQUEST FOR APPLICATION WITH AMARILLO NATIONAL BANK; PROVIDING REPEALER CLAUSE; PROVIDING SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, the City of Amarillo received applications in the manner required by state law for Bank depository services as well as optional services including ATMs and a bank payroll card system on February 8, 2018; and

WHEREAS, the application of Amarillo National Bank is considered advantageous to the City; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Amarillo to designate Amarillo National Bank for installing, operating and maintaining ATMs as well as authorizing such Bank to establish a payroll card system on behalf of the City for the period beginning October 1, 2018 and continuing through June 30, 2020; and the City shall have the option to extend the Contract for three one-year periods after the original contract term.

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

SECTION 1. The City Council hereby declares that the date of designation of Amarillo National Bank to perform optional services installing, operating and maintaining ATMs as well as authorizing such Bank to establish a payroll card system on behalf of the City beginning October 1, 2018, with an expiration date of June 30, 2020.

SECTION 2. The City Manager is hereby authorized to execute the Professional Services Agreement attached hereto as Exhibit A, and any other documents necessary to effectuate such Contract.

SECTION 3. Should any part of this Resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this Resolution.

SECTION 4. Should any word, phrase, or part of this Resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

SECTION 5. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this
25th day of September, 2018.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

09/11/18 LSS



CITY OF AMARILLO – AMARILLO NATIONAL BANK
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“AGREEMENT”) is made and entered into by and between the CITY OF AMARILLO, TEXAS (“CITY”), a Home Rule Municipal Corporation situated in Potter and Randall Counties, State of Texas, and AMARILLO NATIONAL BANK (“BANK”), having its principal place of business in Amarillo, Potter County, Texas, upon the following terms, performable in Potter County, Texas.

WITNESSETH:

WHEREAS, CITY desires to provide sufficient premises for a BANK to install, operate, and maintain Automatic Teller Machines (“ATMs”) and authorize such BANK to establish a Bank Payroll Card system in accordance with options stated within the services described in the City of Amarillo, Texas Request for Application for Depository Bank Services released on January 8, 2018, hereinafter referred to as the “RFA,” and incorporated herein by reference;

WHEREAS, BANK agrees to provide such banking services to the CITY in accordance with BANK’s response to the RFA, hereinafter referred to as the “Application,” and incorporated herein by reference;

WHEREAS, all services rendered to CITY from BANK under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations, BANK’s standard operations, policies, and procedures and the City’s policies and procedures.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, terms, and conditions, both general and special, as hereinafter set forth, CITY hereby engages BANK to perform the following Scope of Services, and BANK agrees to accept those duties, responsibilities, and obligations as hereinafter set forth. The parties hereto agree as follows:

ARTICLE I
SCOPE OF SERVICES

- 1.01. CITY, through action of the City Council, on August 7, 2018, hereby designates and authorizes BANK to act on two options within the RFA Application to: (1) install,

operate, and maintain stand alone ATMs at each of the locations described in paragraph 1.10 and (b) operate and establish policies for a Bank Payroll Card system.

- 1.02. Such BANK services will be provided to CITY at the location made available for the installation of such stand alone ATMs.
- 1.03. All services rendered to the City by BANK under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations, City policies and procedures and the BANK's operations, policies, and procedures.
- 1.04. BANK agrees to provide those optional services described in the City's Request for Application for Depository Bank Services released on January 8, 2018. The RFA and BANK's response in the Application are incorporated herein by reference.
- 1.05. All services performed by BANK are subject to BANK's standard operations, policies, and procedures regarding public fund organizations, and BANK will consult with City as needed for general direction regarding City's policies and procedures.
- 1.06. All costs associated with maintaining, operating, and servicing of such ATMs will be paid by BANK, excluding electricity.
- 1.07. BANK may install on or above each ATM a sign(s), which identifies the ATM as an ATM owned by the BANK. The size and appearance of any such sign will be subject to the CITY's approval.
- 1.08. BANK will make a reasonable and good faith effort to advertise the location of the ATMs in a manner consistent with other ATMs owned and operated by BANK.
- 1.09. BANK will not hold the CITY liable for any destruction or theft of any ATM installed pursuant to this Agreement.
- 1.10. The ATM locations covered in this Agreement include the following: (1) Rick Husband International Airport, 1801 Airport Blvd, Amarillo, Texas 79111; (2) Amarillo Civic Center North Exhibit Hall, 401 S. Buchanan, Amarillo, Texas 79101; and (3) Amarillo Civic Center Coliseum Entrance, 401 S. Buchanan, Amarillo, Texas 79101.
- 1.11. CITY designates and authorizes the BANK to operate and establish policies for a Bank Payroll Card system in accordance with reasonable banking terms and conditions. BANK acknowledges that CITY will approve such policies to assure conflicts do not exist with CITY policies regarding payroll.
- 1.12. BANK agrees to adhere to all CITY policies and laws as well as state and federal laws in the performance of these services.
- 1.13. BANK accepts the premises for said ATMs in its present "As-Is" condition.

ARTICLE II
COMPENSATION AND TERM

- 2.01 CITY shall receive Seven Hundred and No/100 Dollars (\$700.00) per month per ATM location paid by the BANK for each month of this Agreement. Payment shall be due on the 15th day of each month. The BANK will not be required to pay CITY any revenue fees collected from non-BANK customers using the designated ATMs.
- 2.02 CITY and BANK agree that this Agreement will have a term of approximately two (2) years with the option for three (3) one year extensions under the same terms and conditions as mutually agreed upon by both parties. This Agreement shall be for the period beginning October 1, 2018 through June 30, 2019, then July 1, 2019 through June 30, 2020, with the option for three (3) one year extensions under the same terms and conditions as mutually agreed upon by both parties.

ARTICLE III
DEFAULT AND TERMINATION

- 3.01. Other remedies for nonpayment notwithstanding, if the monthly rent payment is not paid by BANK on or before the 15th day after the due date, then BANK will pay CITY a late payment charge of five percent (5%) of the past due amount, said late payment charge to be paid immediately upon receipt by BANK of written notice from CITY of late payment.
- 3.02. Upon BANK's failure to pay the monthly payment on the last day of each month or any late payment charge, as set forth herein above, or to keep any of the covenants of this Agreement, after having received at least thirty (30) days written notice of such deficiencies from CITY, CITY may declare this Agreement terminated at its discretion, and BANK shall have ten business days to enter, hold, occupy, and repossess the ATMs described above without liability. Furthermore, CITY may forfeit the Bank Payroll Card system at their discretion depending on the BANK's compliance with this Agreement.
- 3.03. CITY or BANK may terminate this Agreement without cause at any time by giving the other party sixty (60) days prior written notice thereof.

ARTICLE IV
INDEMNITY AND INSURANCE

- 4.01. BANK AGREES TO INDEMNIFY AND HOLD CITY HARMLESS FROM AND AGAINST ALL LIABILITY FOR INJURIES OR DEATH TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY ANY CONDITION OF AN ATM INSTALLED OR MAINTAINED BY BANK UNDER THIS AGREEMENT OR BY BANK'S OR ITS AGENTS' OR EMPLOYEES' USE OR OCCUPANCY OF CITY OWNED PREMISES IN CONNECTION WITH THIS AGREEMENT; INCLUDING INJURY, DAMAGE OR LOSS OCCASIONED BY ANY PREEXISTING CONDITION OF SUCH ATMS; AND PROVIDED FURTHER, BANK SHALL GIVE TO CITY PROMPT AND TIMELY NOTICE OF ANY CLAIM MADE OR SUIT INSTITUTED WHICH, IN ANY WAY, DIRECTLY OR INDIRECTLY, CONTINGENTLY OR OTHERWISE, AFFECTS OR MIGHT AFFECT CITY AS A RESULT OF THIS AGREEMENT, AND CITY SHALL HAVE THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.
- 4.02. BANK shall, at its own expense, at all times keep in force insurance of the following types, and in not less than the following amounts, issued by a company or companies with a Best Rating of A or better and insuring against all liability for accidents arising out of or in connection with this Agreement. At the time this Agreement is executed, BANK shall furnish to CITY certificates evidencing such insurance, and CITY shall further be furnished with a certificate to the effect that such insurance shall not be canceled or materially changed without thirty (30) days actual prior notice to CITY. The types and minimum limits of such insurance shall be as follows:

<u>Type</u>	
Workers' Compensation	
Coverage A	Statutory
General Liability	
Coverage A - Each Occurrence	\$500,000
Per Person	\$250,000
Property Damage	\$100,000

Insurance coverage must include CITY as an Additional Insured for General Liability and a waiver of subrogation in favor of CITY in the Workers' Compensation policy. Failure to maintain the required insurance coverage shall be cause for immediate termination of this Agreement.

V.

MISCELLANEOUS

- 5.01. This Agreement is not assignable.
- 5.02. All notices or demands which may be given by either party to the other under the terms of this AGREEMENT shall be in writing, signed by the party giving the notice or making the demand, and deemed validly served or delivered upon physical delivery or upon deposit in the United States mail, registered, returned receipt requested, postage and registration fees prepaid, addressed as follows:

CITY:

Ms. Laura Storrs, Finance Director
City of Amarillo
509 East 7th Avenue
Amarillo, TX 79101
(806) 378-6207

BANK:

Mr. Matt Ray, Assist. Vice-President
Amarillo National Bank
P.O. Box 1
Amarillo, TX 79105
(806) 378-8086

or to such other address as the addressee may designate by written notice to the other party delivered in accordance with the provisions of this Agreement.

- 5.03. Pursuant to the Texas Government Code, Chapter 2270, Title 10, Subtitle F, a business organization transacting investment business for the City shall verify that the business (1) does not boycott Israel currently; and (2) will not boycott Israel during the contract term. "Boycott Israel" means that the business refuses to deal with, terminates business activities with, or otherwise takes any action intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. By executing this document, you verify the above information as true. Notwithstanding the above, Bank is a federally chartered institution, and is bound to comply with applicable federal law, including, without limitation, 50 U.S.C. Section 4607.
- 5.04. This Agreement shall not be altered, changed, amended, or extended except by instrument in writing signed by the parties hereto. This Agreement contains the entire undertaking and understanding of the parties hereto, and CITY and BANK acknowledge that there is no other written or oral understanding or promises between the parties in respect to the ATMs or Bank Payroll Card system, and no representations, except those that may be contained herein, have been made to induce CITY or BANK to enter into this Agreement.

- 5.05. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable as long as said modification is reasonable within the intent the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.
- 5.06 This Agreement shall be governed by the laws of the State of Texas. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with exclusive venue in Potter County, Texas.
- 5.07. This Agreement is executed voluntarily and without any duress or undue influence. The parties acknowledge that they have read this Agreement and executed it under their full and free consent. No provision of this Agreement shall be construed against any party by virtue of the fact that such party or its counsel drafted such provision or the entirety of this Agreement.
- 5.08. Titles and headings of the various paragraphs hereof are included merely for the convenience of reference.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed this _____ day of _____ 2018.

CITY OF AMARILLO, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

AMARILLO NATIONAL BANK

By: _____

Name: _____

Title: _____

Date: _____

ATTEST

By: _____

Name: _____

Title: _____

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	September 25, 2018	Council Pillar	Fiscal Responsibility
Department	Finance		
Contact	Laura Storrs		

Agenda Caption

DISCUSSION AND CONSIDERATION OF RESOLUTION

(Contact: Laura Storrs)

Discussion and consideration of a Resolution authorizing a Secondary Depository Bank Services Contract with Wells Fargo, N.A. for the period beginning October 1, 2018 through June 30, 2019, then July 1, 2019 through June 30, 2020; the City shall have the option to extend the Contract for three one-year periods after the original contract term.

Agenda Item Summary

This resolution authorizes the City to designate Wells Fargo Bank, N.A. as a secondary depository bank for City funds and to enter into a Secondary Depository Bank Services Contract with Wells Fargo Bank, N.A. for the period beginning October 1, 2018 through June 30, 2019, then July 1, 2019 through June 30, 2020; the City shall have the option to extend the Contract for three one-year periods after the original contract term.

On January 8, 2018 the City issued a Request for Application (RFA) to all financial institutions within the City’s service area. The City received three applications. The applications were evaluated on criteria set within the RFA guidelines and the evaluation team selected the best evaluated respondents for optional bank depository services based on that criteria.

Requested Action

Adopt the Resolution authorizing the contract for secondary depository services with Wells Fargo Bank, N. A.

Funding Summary

Funding for the Bank Secondary Depository Contract is included in the City’s budget.

Community Engagement Summary

N/A

Staff Recommendation

City staff is recommending approval of the Resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS DESIGNATING A SECONDARY BANK DEPOSITORY SERVICES CONTRACT PURSUANT TO A REQUEST FOR APPLICATION WITH WELLS FARGO BANK, N.A.; PROVIDING REPEALER CLAUSE; PROVIDING SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, the City of Amarillo received applications in the manner required by state law for depository services on February 8, 2018; and

WHEREAS, the application of Wells Fargo Bank, N.A. is considered advantageous to the City as a secondary depository service listed as an optional service; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Amarillo to designate Wells Fargo Bank, N.A. as a secondary depository bank for City funds and to enter into a Depository Bank Services Contract with Wells Fargo Bank, N.A. for the period beginning October 1, 2018 and continuing through June 30, 2020; and the City shall have the option to extend the Contract for three one-year periods after the original contract term.

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

SECTION 1. The City Council hereby declares that the date of designation of Wells Fargo Bank, N.A. as a secondary depository bank for the City's funds is October 1, 2018, with an expiration date of June 30, 2020.

SECTION 2. The City Manager is hereby authorized to execute the Secondary Depository Bank Services Agreement attached hereto as Exhibit A, and any other documents necessary to effectuate such Contract.

SECTION 3. Should any part of this Resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this Resolution.

SECTION 4. Should any word, phrase, or part of this Resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

SECTION 5. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this

_____ day of September, 2018.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

DEPOSITORY BANK SERVICES AGREEMENT

This **DEPOSITORY BANK SERVICES AGREEMENT** hereinafter called the "Agreement," is made and entered into on the date last herein written by and between the CITY OF AMARILLO, TEXAS, hereinafter called the "DEPOSITOR," and WELLS FARGO BANK, NA, a National Banking Association, organized under the laws of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the "BANK," and provides as follows:

1. **Designation of Depository.** DEPOSITOR, through action of the City Council, on September ____, 2018, hereby designates BANK as a secondary depository bank for the period beginning October 1, 2018 through June 30, 2019, then July 1, 2019 through June 30, 2020 annually thereafter, with the option for three (3) one year extensions under the same terms and conditions as mutually agreed upon by both parties.

2. **General.** All services rendered to DEPOSITOR by BANK under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instructions of DEPOSITOR pursuant to BANK's standard operations, policies, and procedures.

3. **Scope of Services.** BANK agrees to provide the optional secondary services as described in the City of Amarillo, Texas Request for Application for Depository Bank Services released on January 8, 2018, hereinafter referred to as the "RFA". The RFA and BANK's response to the RFA, hereinafter referred to as the "Application", are incorporated herein by reference. BANK acknowledges that all services performed by BANK are subject to the approval of DEPOSITOR.

4. **City Representatives.** During the term of this Agreement, DEPOSITOR will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of DEPOSITOR in any and all matters of every kind arising under this Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of DEPOSITOR in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

5. **Custodian.** DEPOSITOR and BANK, by execution of this Depository Agreement, hereby designate the Bank of New York Mellon, hereinafter called "CUSTODIAN," to hold in an account maintained by the CUSTODIAN in the name of the BANK and subject to the control of DEPOSITOR, according to the terms and conditions of this Depository Agreement, the collateral described and pledged by BANK in accordance with the provisions of this Agreement.

6. **Custodian Fees.** Any and all fees associated with CUSTODIAN's holding of collateral for the benefit of the DEPOSITOR shall be paid by BANK, and the DEPOSITOR shall have no liability therefrom.

7. **Collateralization.** All funds on deposit with BANK to the credit of DEPOSITOR shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code, as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), City's Investment Policy, and Bank's Application, and in accordance with the Depository Pledge Agreement separately executed by the parties

8. **Entire Agreement.** The entire agreement between BANK and DEPOSITOR shall consist of this Agreement, City's RFA (except to the extent Bank took specific exceptions in the Bank's Application), Bank's Application, the Commercial Account Agreement, the Custodial Agreement with CUSTODIAN, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the "Banking Agreements"), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Agreement may not be amended, altered, or waived, except by

mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

9. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

10. **Compensation.** DEPOSITOR and BANK agree that any compensation for the performance of all duties and services is set forth in the Application accepted by DEPOSITOR. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

11. **Consideration.** The Banking Agreements are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

12. **Counterparts.** The Banking Agreements may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

13. **Authority to Execute.** The individuals executing the Banking Agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing the Banking Agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute the Banking Agreements in order for the same to be authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

14. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Potter County will be the venue for any lawsuit arising out of this Agreement.

15. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank: Mr. Carl Nicchio,
Relationship Manager/Vice President
Wells Fargo Bank, N.A.
1445 Ross Ave.
23rd Floor, Suite 2314
Dallas, Texas 75202-2711

City: Ms. Laura Storrs, Finance Director
City of Amarillo
P. O. Box 1971
Amarillo, Texas 79105-1971

Changes to notice information may be made by either party with written notification to the other party.

16. **Verification Not Boycotting Israel.** Pursuant to the Texas Government Code, Chapter 2270, Title 10, Subtitle F, a business organization transacting investment business for the City shall verify that the business (1) does not boycott Israel currently; and (2) will not boycott Israel during the contract term. "Boycott Israel" means that the business refuses to deal with, terminates business activities with, or otherwise takes any action intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. By executing this document, you verify the above

information as true. Notwithstanding the above, Bank is a federally chartered institution, and is bound to comply with applicable federal law, including, without limitation, 50 U.S.C. Section 4607.

17. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

18. **Binding Commitment.** Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and Texas Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

19. **Continuation.** Unless this Agreement is terminated sooner, Bank’s designation as the secondary City Depository will remain continuously in effect through June 30, 2020 subject to execution of the extension options if applicable.

Executed by the undersigned duly authorized officers of the parties hereto:

CITY OF AMARILLO, TEXAS

WELLS FARGO BANK, N.A.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:
By: _____
Name: _____
Title: _____

ATTEST
By: _____
Name: _____
Title: _____