

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, AUGUST 22, 2017 AT 4:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 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.*

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
 - (1) Review agenda items for regular meeting and attachments;
 - (2) Presentation and report of the Amarillo Convention and Visitor Council;
 - (3) Discussion on Downtown Parking; and
 - (4) Consider future Agenda items and request reports from City Manager.
- B. City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:
 - (1) Attorney consultation. 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, in accordance with the Texas Open Meetings Act, Texas Government Code, Section 551.071.
 - (a) Consultation with attorney regarding status of negotiations – MPEV lease agreement and related matters.

REGULAR MEETING ITEMS

INVOCATION: Greg Dowell, Amarillo Central Church of Christ

PUBLIC COMMENT: Citizens who desire to address the City Council with regard to matters on the agenda or having to do with the City's policies, programs, or services will be received at this time. The total time allotted for comments is 30-minutes with each speaker limited to three (3) minutes. City Council may not discuss items not on this agenda, but may respond with factual, established policy information, or refer to staff. The City Council may choose to place the item on a future agenda.
(Texas Attorney General Opinion. JC-0169.)

1. **CONSENT AGENDA:**

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 of the special and regular meetings held on August 15, 2017.

B. **AWARD – PROFESSIONAL ENGINEERING SERVICES:**

(Contact: Ron Burton, Water Production Superintendent)

Awarded to: Alan Plummer Associates, Inc. – Not to exceed \$162,500

This item is for the design of the rehabilitation of Filter Nos. 5-8 and design of Filter to Waste capability for Filters Nos. 1-8. Also, includes design of

backwash recovery from the lagoons to the piping upstream of the ozone contactor.

- C. **AWARD -- SNOW REMOVAL EQUIPMENT (SRE) AND MODIFICATIONS FOR AIRPORT BUILDING 502:**
(Contact: Mike Conner, Airport Director)
Awarded to: Haynes Fire Protection -- \$118,950.00
This item awards the bid for Snow Removal Equipment (SRE) fire suppression system repair and upgrades for Building 502 at the Amarillo Rick Husband international Airport.
- D. **APPROVAL -- AMENDMENT OF CONTRACT NO. CP1704 BETWEEN THE CITY OF AMARILLO, TEXAS AND THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS: STATE ENERGY CONSERVATION OFFICE (AGREEMENT-IN-PRINCIPLE PROGRAM):**
(Contact: Chip Orton, Emergency Management Coordinator)
This amendment is a yearly occurrence where funds are transferred to cover costs as we reevaluate costs near the end of the fiscal year. Money is being transferred from other and Benefits accounts to cover Salaries and Indirect Costs.
- E. **APPROVAL -- INTERLOCAL AGREEMENT BETWEEN THE CITY OF AMARILLO, TEXAS AND THE VILLAGE OF LAKE TANGLEWOOD:**
(Contact: Chip Orton, Emergency Management Coordinator)
This item approves an interlocal agreement between the City of Amarillo, Texas and the Village of Lake Tanglewood for the ability of the Office of Emergency Management to activate the Village's Outdoor Warning Sirens and for Radio Communications to maintain and repair the same.
- F. **APPROVAL -- CITY MANAGEMENT EXECUTION OF STANDARD UTILITY AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR 12" WATER MAIN RELOCATION IN I-40 EAST BOUND FRONTAGE ROAD AT BELL STREET:**
(Contact: Floyd Hartman, CIP Director)
This item is to approve the Agreement for City execution for the relocation of an existing water main in TxDOT right-of-way.
- G. **APPROVAL -- CITY MANAGEMENT EXECUTION OF EMERGENCY WORK AUTHORIZATION WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR RELOCATION OF SANITARY SEWER MAIN IN BELL STREET SOUTH OF I-40:**
(Contact: Floyd Hartman, CIP Director)
This item is to approve the Emergency Work Authorization for City execution for the relocation of an existing sanitary sewer main.
- H. **APPROVAL -- LICENSE AND HOLD HARMLESS AGREEMENT:**
License and Hold Harmless Agreement to encumber two (2) 5' x 80' subsurface areas of public right-of-way (South Tyler Street and Southwest 4th Avenue) for underground fiber optic lines between Block 1, Glidden and Sanborn Unit No. 13, Block 35, Glidden and Sanborn Unit No. 8, and Block 34, Glidden and Sanborn Unit No. 1, all in Section 169, Block 2, AB&M Survey, Potter County.
- I. **APPROVAL -- AVIATION CLEAR ZONE EASEMENT:**
Aviation Clear Zone Easement being 4,950 feet above mean sea level above the plat of Osage Acres Unit No. 7, an addition to the City of Amarillo, being a replat of a portion of Lot 21, Osage Acres Unit No. 1, in Section 148, Block 2, AB&M Survey, Randall County, Texas.

J. **ACCEPTANCE – TEXAS TRAFFIC SAFETY GRANT AGREEMENT – STEP COMPREHENSIVE GRANT:**

(Contact: Sergeant Wes Hill, Amarillo Police Department)

Grantor: Texas Department of Transportation

Grant Amount: \$169,048.88

Match Amount: 42,677.50

Total Awarded: \$211,726.38

This item accepts the Fiscal Year 2018 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources to fund patrol and enforcement of speed enforcement, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.

REGULAR AGENDA

2. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7676:**

(Contact: AJ Fawver, Planning & Zoning Director)

This is a public hearing and first reading to rezone Lots 1, 2, 4 through 8, and a portion of lot 3, Block 24, Mrs. M. D. Oliver Eakles Unit No. 1, in Section 171, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 351(PD-351) to Residential District 1 (R-1) with Specific Use Permit 3 (S-3) (Vicinity: Southwest 24th Avenue and South Van Buren Street.)

3. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7677:**

(Contact: AJ Fawver, Planning & Zoning Director)

This is a public hearing and first reading to rezone a 24.37 acre tract of land in Section 191, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agriculture District (A) to Residential District 3 (R-3). (Vicinity: Temecula Creek Boulevard and Cabernet Way.)

4. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7678:**

Contact: AJ Fawver, Planning & Zoning Director)

This is a public hearing and first reading of an ordinance annexing into the City of Amarillo, Potter County, Texas, on petition of property owner, territory generally described as a 154.68 acre tract located northwest of the city northwest of the intersection of Ravenwood Drive and Tascosa Road (RM 1061), and extending north/northwest adjacent to the westernmost line of Tascosa Road (RM 1061) for a distance of 5,562', and out of an 883.57 acre tract situated in Section 24, Block 9, B.S.&F. Survey; describing the territory annexed; finding that all necessary and required legal conditions have been satisfied; providing for amendment of the boundaries and official map of the City; approving a service plan therefore; subjecting the property situated therein to bear its pro rata part of taxes levied; providing rights and privileges as well as duties and responsibilities of inhabitants of said territory; directing the filing of the ordinance in the manner required by law; directing notice to service providers and state agencies; providing a severability clause; declaring compliance with open meetings act; and, providing an effective date.

5. **RESOLUTION – APPROVAL OF AMARILLO CONVENTION AND VISITOR COUNCIL 2017/2018 BUDGET:**

(Contact: Dan Quandt, Convention and Visitor Council)

This resolution approves the 2017/2018 Amarillo Convention and Visitor Council budget with funding from hotel/motel occupancy tax revenue collected within the City. The Amarillo Convention and Visitor Council performs tourism, convention and cultural events, promotions and recruitment efforts for the City.

6. **RESOLUTION – APPROVAL OF AMARILLO ECONOMIC DEVELOPMENT CORPORATION 2017/2018 BUDGET:**

(Contract: Barry Albrecht, Amarillo Economic Development Corporation)

This resolution approves the FY2017-18 Amarillo Economic Development Corporation budget. This budget is funded by an existing one-half cent local sales tax and is utilized to attract and develop industrial, manufacturing and

associated economic development enterprises as well as to retain and expand existing qualified businesses. These activities create employment and economic development opportunities for our community. This budget is recommended for approval by the Amarillo Economic Development Corporation Board of Directors.

7. **RESOLUTION- AUTHORIZING SUBMISSION OF A LOAN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD'S (TWDB) CLEAN WATER STATE REVOLVING FUND PROGRAM FOR THE REPLACEMENT OF LIFT STATION 32:**

(Contact: Floyd Hartman, CIP Director)

This agenda item is requesting City Council approval for a resolution approving the submission of a loan application for an additional \$12,500,000 to fund the anticipated construction, construction engineering services, special services, financial services, and contingencies to replace the existing Lift Station 32. The TWDB approval for the planning and design of the project was included in TWDB project #73663 of which \$2,615,473 is still available for construction. The City's consultant has prepared plans and specification bid documents to a sufficient level for the project to qualify to apply for the construction funding.

8. **RESOLUTION – CREATION AND APPOINTMENT OF THE CITIZEN ADVISORY COMMITTEE FOR PHOTOGRAPHIC TRAFFIC SIGNAL ENFORCEMENT SYSTEMS:**

(Contact: Michael Padilla, Traffic Field Superintendent)

This resolution creates and appoints members to a citizen advisory committee for the photographic traffic signal enforcement system as required by state law. The Photographic Traffic Signal Enforcement Citizen Advisory Committee must consist of one member appointed by each member of the City Council. The Citizen Advisory Committee will review traffic engineering studies and advise City Council on the installation and operation of the photographic traffic signal enforcement system.

9. **RESOLUTION - APPROVING THE 2017 WATER CONSERVATION PLAN:**

(Contact: Russell Grubbs, Director of Utilities)

The 2017 Water Conservation Plan is comprehensive and will help secure the City's future water supply.

10. **AWARD – SEWER MAIN REHAB BY PIPEBURSTING AT VARIOUS LOCATIONS:**

Awarded to: Vaught Services, Inc. -- \$1,898,269.00

(Contact: Alan Harder, Civil Engineer)

This item is to approve the construction contract for Wastewater Collection Improvements for the replacement of select sanitary sewer lines utilizing the pipebursting method. The location of this project targets specific areas identified by the Wastewater Collection Department.

11. **APPROVAL – LOCATION INCENTIVES AGREEMENT BY AND BETWEEN AMARILLO ECONOMIC DEVELOPMENT CORPORATION AND FAIRLY CONSULTING GROUP, LLC/OCCUNET, LLC:**

(Contact: Barry Albrecht, Amarillo Economic Development Corporation)

This item is approval of a performance-based incentive to Fairly Consulting Group, LLC/Occunet, LLC for the creation of new employment positions in Amarillo. The expansion of The Fairly Group will bring 100 new jobs to Amarillo with a gross annual payroll of \$5,700,000. The Fairly Group is headquartered in Amarillo and provides risk management and medical cost containment services to companies across the nation. The Fairly Group also operates offices in Houston and Denver.

This expansion project prescribes The Fairly Group create jobs first and then receive incentive payments upon the achievement of annual performance metrics. Should The Fairly Group meet or exceed its stipulated performance metrics under this Agreement, the Amarillo Economic Development Corporation's total investment in this expansion project shall be \$1,800,000. The Fairly Group must create new jobs above its current headcount of 72 employees and corresponding payroll of \$6,200,000.

This project was approved by the Amarillo Economic Development Corporation Board of Directors at its regular meeting on August 15, 2017.

MISCELLANEOUS

1. Planning and Zoning Commission, minutes of July 24, 2017.

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 18th day of August 2017.

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

www.amarillo.gov/granicus

Archived meetings are also available.



STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 15th day of August 2017, the Amarillo City Council met at 4:00 p.m. for a work session, and the regular session was held at 5:00 p.m. 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 H. MILLER
BOB COWELL
MICK MCKAMIE
BLAIR SNOW
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
MANAGEMENT ANALYST
CITY SECRETARY

The invocation was given by Bryan Van Meter, Amarillo Fire Department. Mayor Nelson led the audience in the Pledge of Allegiance.

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

Mr. Miller introduced the new Human Resources Director, Mitch Normand.

PUBLIC COMMENT:

Jerri Glover, 5707 Berget Drive, commented on the recent IT department layoffs. She also stated she understood Council was looking at reducing library services at the North and East Branch Libraries. She stated this would be discrimination and needed to be thoroughly thought-out. Tracy Shea, 7707 River Road, spoke in support of the PACE program which offered different financing options, and was a great tool for Amarillo to use. Rupert Brashears, 2422 Poplar Street, stated he was glad the way the City does business. James Scheneck, 6216 Gainsborough Street, stated the budget should be focused on the police force. He further stated the need to hold costs down for citizens. William Roper, 6114 Dartmouth Street, stated the proposal to rename Meadow Drive was because it was the street Officer Justin Scherlen grew up on. He further stated a nonprofit has agreed to help defer any cost with anyone changing addresses. David Monrail, 11304 West Season Drive, Austin, stated he appalled the Council in allowing citizens to come forth and participate in the MPEV design. [Cynthia Palacios, 7821 Cpt. Woodrow Call Trail, signed up to speak but did not come forward.] There were no further comments.

ITEM 1: 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 Items B-E of the consent agenda, seconded by Councilmember Smith.

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.

Motion was made by Councilmember Powell to approve Item A of the consent agenda as corrected, seconded by Councilmember Sauer.

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.

- A. **MINUTES:**
Approval of the City Council minutes of the regular meetings held on August 8, 2017.
- B. **AVIATION CLEAR ZONE EASEMENT:**
A Aviation Clear Zone Easement being 4,500 feet above mean sea level above the plat of Proffitt Subdivision Unit No. 1, an suburban subdivision to the City of Amarillo, being a tract of unplatted land in Section 144, Block 2, AB&M Survey, Randall County, Texas.
- C. **AWARD – ANIMAL FOOD FOR THE ANIMAL SHELTER:** (Contact: Richard Havens, Director of Animal Management & Welfare)
Award to: Legend & White Animal Health Corp. -- \$57,673.06
This is to award the contract for providing animal food/feed to the Animal Management & Welfare Shelter.
- D. **AWARD – PROFESSIONAL SERVICES FOR FIBER OPTIC SOLUTIONS:** (Contact: Rich Gagnon, Information Technology Director)
Award to: Josh Franklin Drilling, LLC – Not to Exceed \$200,000
This contract may be utilized by City departments, in coordination with the Information Technology Department, to evaluate, recommend, and implement fiber optic solutions on as as-needed basis.
- E. **AWARD – ARCHITECTURAL AND ENGINEERING CONTRACT FOR FIRE STATION 3:** (Contact: Jerry Danforth, Facilities & Special Projects Admin.)
Award to: Lavin Architects -- \$117,000
This award is for the Architectural and Engineering Services for the design and construction of the New Fire Station 3. This is a one-time purchase for a custom design and engineering service. (Vicinity: 1.515 acre tract of land out of Section 38, Block, 9, BS&F Survey, Randall County, Texas.)

REGULAR AGENDA

ITEM 2: Michelle Bonner, Assistant City Manager and Chief Financial Officer, presented this item. Ms. Bonner stated that the City of Amarillo is considering a tax rate of \$0.36364. This proposed rate will raise more taxes than last year's tax rate. The tax on an average home last year was \$326.98. She announced the meeting times to adopt the tax rate as August 29 and September 5. There would be a second public hearing and then two readings to adopt the tax rate. Mr. Miller stated they looked for ways to attract positions by creating an environment, and starting pay. Ms. Bonner stated the budget does include funding on the pay plan that was implemented last year. Mayor Nelson opened the Public Hearing. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Smith to set the tax rate at .36364 per \$100 evaluation, seconded by Councilmember Sauer. Councilmember Hays stated the Council did a fair amount of work to not raise taxes. The increase is from the I&O which was approved by the voters in Propositions 1 and 2. Mayor Nelson closed the public hearing.

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.

Mayor Nelson stated the need to set the dates for public hearings on the tax rate. Motion was made by Councilmember Powell to set the hearing dates for the tax rate as August 29 and September 5, seconded by Councilmember Smith.

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 3. Mayor Nelson presented an item to consider the adoption of the Align Amarillo Economic Development Strategic Plan. This item was presented by Andrew Freeman, Economic Development Manager. Mr. Freeman introduced Tony DeLisi with Avalanche. Mr. DeLisi stated they assessment the incentive options and Type A versus Type B. They recommended staying with the Type A. Mayor Nelson opened a public hearing on this item. There were no comments. Councilmember Smith suggested

quarterly reviews of the plan to make sure they were on track. Mayor Nelson, stated she was excited to begin implementing the suggestions and to improve the communication. Mr. Schenck inquired about a Type B not being done and there not being a public vote. Mayor Nelson stated they have been cautioned against Type B. Mayor Nelson closed the public hearing. Motion was made by Councilmember Sauer, seconded by Councilmember Powell, that this item be adopted.

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 4. Mayor Nelson presented a resolution considering a request from Officer William Roper to rename Meadow Drive to Justin Scherlen Drive. (Vicinity: An entire block segment of Meadow Drive between Southwest 34th Avenue and South Western Street.) This item was presented by AJ Fawver, Planning & Zoning Director. Councilmember Smith asked if all nine people who spoke were against changing the name. Ms. Fawver replied six were not in favor of renaming the street. Mayor Nelson inquired if there was a procedure for changing the name of a park. Ms. Fawver replied it was not something the City current has and would require some research. Mayor Nelson recognized the people in the audience in support. Councilmember Sauer stated before changing the name he would like to see all available alternatives. Councilmember Powell stated she was in favor of honoring Officer Scherlen but wanted to evaluate the policies before moving forward and to be fair across the entire city.

Mayor Nelson invited the parents of Officer Scherlen to the podium. She stated it was an honor to have them at the meeting. Mr. Scherlen stated they were honored and they appreciated seeing democracy in action. He appreciated all the work Mr. Roper has done, the great police department and all first responders. He further stated he would like to see the other eight officers who have died in the line of duty honored along with other city employees. Mayor Nelson inquired if they had any preference. Mrs. Scherlen stated they were greatly honored to even be considered. Mr. Roper stated he planned on putting a bronze plaque with a short bio up so someone could learn why the street was renamed. Councilmember Smith stated he recalled Chief Ed Drain agreeing to come to Amarillo shortly after visiting with Officer Scherlen. Motion was made by Councilmember Powell to table the renaming request until reviewing the renaming policies or any other policies we may need, seconded by Councilmember Hays.

RESOLUTION NO. 08-15-17

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS: RENAMING PUBLICLY DEDICATED STREETS, FORMERLY KNOWN AS MEADOW DRIVE TO JUSTIN SCHERLEN DRIVE, AS IS MORE FULLY DESCRIBED HEREIN; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND 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 5. Mayor Nelson presented a resolution which discontinues the Subcommittee on Economic Development Policies Guidelines which served as an Advisory Committee to the City Council. Motion was made by Councilmember Sauer, seconded by Councilmember Powell, that the Resolution below be approved.

RESOLUTION NO. 08-15-17-1

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS DISCONTINUING THE SUBCOMMITTEE TO SERVE AS ADVISORY COMMITTEE TO THE CITY COUNCIL AND TO WORK WITH CITY STAFF, PARTNERS AND STAKEHOLDERS IN THE DEVELOPMENT OF DRAFT ECONOMIC DEVELOPMENT POLICIES AND GUIDELINES.

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 6. Mayor Nelson presented an item approving a grant to expand the ACE Scholarship program to all Amarillo ISD high schools. The expansion of the ACE Scholarship will cover the cost of up to 60-credit hours at Amarillo College only. This project will include five partners to cover the investment of the ACE expansion with each

partner investing \$3,507,998.22 toward the sustainability of this project. These funds are to be paid over a six-year timeframe. This item was presented by Barry Albrecht, President of the Amarillo Economic Development Corporation. Clay Stribling, Amarillo Area Foundation, announced the expansion of ACE to cover every Amarillo Independent School District in Amarillo. Mr. Albrecht stated the AEDC Board also gave their approval today. Motion was made by Councilmember Powell, seconded by Councilmember Hays, that this item be approved.

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 7: Mr. Cowell introduced Populous Architects, Mike Sabatini and Steve Caudle, Principle Project Manager. Mr. Cowell stated an RFP for a Contractor at Risk is available. He also stated the Architects have presented and received input from the community in a number of ways. Mr. Cowell stated by the end of the week, the designs would be narrowed from 14 to 2. He further stated the designs will be changed substantially. Mr. Sabatini presented a the Multi-Purpose Events Venue (MPEV) designs.

Items taken out of order.

ITEM 8. Mayor Nelson presented the contract for Photographic Traffic Enforcement. This item was presented by Raymond Lee, Public Works Director. Mr. Lee stated they suggested renewing the contract with additional cameras installed at new intersections. Councilmember Hays stated she appreciated the gathering of the legislative material, comparisons with other cities. Mayor Nelson acknowledged the Traffic Advisory Board members in attendance and for their service. Motion was made by Councilmember Powell to renew the contract with additional cameras at additional intersections that have been identified, seconded by Councilmember Smith. Councilmember Hays stated her decision was made at the request of Chief Drain who supports the program.

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 9. Mayor Nelson stated this tabled this item.

Mayor Nelson advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor



Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 22, 2017	Council Priority	Long-term Plan for Infrastructure Initiative
Department	52220 Surface Water Treatment – Ron Burton, Water Production Superintendent		

Agenda Caption

Award of contract for professional engineering services for Alan Plummer Associates, Inc. in an amount not to exceed \$162,500.00 for the design of the rehabilitation of Filter No’s 5-8 and design of Filter to Waste capability for filters 1-8. Also includes design of backwash recovery from the lagoons to the piping upstream of the ozone contactor.

Agenda Item Summary

This agreement for engineering services is for the design of the rehabilitation of Filters 5-8. Alan Plummer previously designed the rehabilitation of Filters 1-4. The rehabilitation includes the demolition, removal and replacement of the existing media and underdrain for filters 5-8. Alan Plummer will also prepare plans and specifications for Filter to Waste for the all 8 filters. Filter to Waste helps eliminate the spike in turbidity for better water quality. Also included in the design will be the addition of backwash recovery.

Requested Action

Consider, approval and award of engineering services contract.

Funding Summary

The engineering services will be funded through the Capital Improvements Program budgeting JDE#523070 from FY 2016/2017. The agreement is for a fee of not to exceed \$162,500.00

Community Engagement Summary

During design of this project the impact on the community will be minimal.

City Manager Recommendation



INTER-OFFICE MEMORANDUM

August 11, 2017

To: Bob Cowell
Deputy City Manager

Thru: Russell Grubbs *RG 8/11/17*
Director of Utilities

From: Jonathan Gresham *JG 8/11/17*
Assistant Director of Utilities

Subject: Professional Services Agreement for Alan Plummer for the Design and Rehabilitation of Filters at the Osage Water Treatment Plant

Attached is the prepared Professional Services agreement for design and rehabilitation of filters 5-8 and the design of filter to waste capacity of filters 1-8. Alan Plummer will also design layouts for the addition of backwash recovery.

Alan Plummer previously designed the rehabilitation of Filters 1-4. The rehabilitation includes the demolition, removal and replacement of the existing media and underdrain for filters 5-8. Alan Plummer will also prepare plans and specifications for Filter to Waste for the all 8 filters. Filter to Waste helps eliminate the spike in turbidity for better water quality. Also included in the design will be the addition or backwash recovery.

The engineering services are being paid from the Capital Improvements Program JDE#523070. I recommend approval of the Professional Service Agreement for the design and rehabilitation of filters 5-8 and additional improvements at the Osage Water Treatment Plant. Per approval Alan Plummer will start immediately.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("OWNER") and Alan Plummer and Associates, Inc., a Texas corporation with its corporate office at 1320 South University, Suite 300, Fort Worth, Tarrant County, Texas ("ENGINEER").

OWNER hereby engages ENGINEER to perform the following services ("Services"):

Basic Engineering Services at OWNER'S Osage Water Treatment plant.

The Services are fully described in the Scope of Work attached as Attachment A to this Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth.

I.

ENGINEER agrees to accept for all Services to be provided under this Agreement a maximum fee not to exceed \$162,500. ENGINEER'S fees is based on a lump sum for the Design Phase, Bid Phase, and Construction Phase of the Services as outline in Attachment A, part IV - Compensation. The maximum fee includes expenses.

II.

If ENGINEER cannot perform the Services for the maximum fee, ENGINEER agrees to complete the Services at its own expense without any further obligation by OWNER for payment.

III.

ENGINEER will be paid in full by OWNER upon completion and acceptance of work included in each Activity set forth in Attachment A. ENGINEER'S request for payment shall be in writing and of sufficient detail to fully identify the work performed. Payments will be made by OWNER within 30 days of receipt of billing.

IV.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the Services on schedule. OWNER'S representative for purposes of this Agreement shall be the Director of Utilities or the Director's designee. ENGINEER will begin work within five days after receipt of written notification to proceed from OWNER and shall complete the Services in accordance with the time schedules referenced in Attachment A.

V.

ENGINEER agrees that all products, including but not limited to all documents, materials, data, drawings, information, techniques, procedures, and results of the work ("Work Product") arising out of or resulting from the particular and defined Scope of Work that will be provided hereunder, shall be the sole and exclusive property of OWNER, and are deemed "Works Made for Hire". ENGINEER agrees to and does hereby assign the same to OWNER. It is understood that the ENGINEER does not represent such data to be suitable for reuse on any other project or for any other purpose. OWNER'S reuse of the data without the ENGINEER'S specific written verification or adaptation will be at OWNER'S risk, without liability to the ENGINEER. ENGINEER is entitled to maintain copies of all products mentioned above that are produced or used in the execution of this Agreement.

VI.

ENGINEER agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of OWNER unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by ENGINEER or its employees and agents shall be used by ENGINEER and its employees and agents solely and exclusively in connection with the performance of the Scope of Work.

VII.

ENGINEER agrees that OWNER or its duly authorized representatives shall, until the expiration of four years after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices, and records of ENGINEER involving transactions related to this Agreement, which books, documents, papers, invoices, and records Engineer agrees to maintain for said time period.

VIII.

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of ENGINEER.

IX.

ENGINEER shall furnish at ENGINEER'S own expense, all materials, supplies and equipment necessary to carry out the terms of this Agreement.

X.

If ENGINEER is requested in writing by OWNER to provide any additional or special services, ENGINEER and OWNER will agree in writing as to the price for such additional or special services before any additional or special services are provided. If additional or special services are requested, compensation shall be on a cost-reimbursable basis.

XI.

ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER AND ITS EMPLOYEES FROM AND AGAINST DAMAGES, CLAIMS, JUDGMENTS, COSTS, REASONABLE ATTORNEYS' FEES, INTEREST, EXPENSES, AND LIABILITIES OF ANY KIND ARISING OUT OF THE NEGLIGENT PERFORMANCE OF ENGINEER OR ENGINEER'S AGENTS, SUBCONTRACTORS, OR EMPLOYEES UNDER THIS AGREEMENT. ENGINEER 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 ENGINEER'S EMPLOYEES, SUBCONTRACTORS, AND AGENTS.

XII.

ENGINEER will provide insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to ENGINEER. ENGINEER shall require statutory workman's compensation coverage of any subcontractors hired by ENGINEER. In addition, Engineer shall provide Professional Liability Insurance in the amount of \$500,000 for the Services.

XIII.

ENGINEER shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal, and local governments and which are in effect at the time of the performance of this Agreement.

XIV.

Either party shall have the right to terminate this Agreement by giving the non-terminating party seven days prior written notice. Upon receipt of notice of termination, ENGINEER will cease any further work under this Agreement and OWNER will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by ENGINEER under this Agreement will be the property of OWNER.

XV.

In the event OWNER finds that any of the Work Product produced by ENGINEER under this Agreement does not conform to the Scope of Work, then ENGINEER will be given ten days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these ten days ENGINEER has failed to make any drawings, documents, or reports conform to the specifications, OWNER may terminate this Agreement and will only owe for billings submitted prior to termination and for work accepted by OWNER. All finished or unfinished Work Product prepared by ENGINEER shall become the OWNER'S property.

XVI.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay"). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

XVII.

ENGINEER'S address for notice under this Agreement is as follows:

Alan Plummer and Associates, Inc.
Attention: Alan E. Davis
1320 S. University Drive, Suite 300
Fort Worth, Texas 76107-5765
Telephone: 817-806-1700
Fax: 817-870-2536
Email: adavis@apaienv.com

OWNER'S address for notice under this Agreement is as follows:

City of Amarillo
Attention: Russell Grubbs, Director of Utilities
P.O. Box 1971
Amarillo, TX 79105-1971
Telephone: (806) 378-4266
Fax: (806)378-3027
E-Mail: russell.grubbs@amarillo.gov

Any notice given pursuant to this Agreement shall be effective as of the date of receipt if sent by registered or certified mail, or as of the date of sending if sent by fax or email, when sent to the address or number stated in this Agreement.

XVIII.

All obligations of OWNER are expressly contingent upon appropriation by the Amarillo City Council of sufficient, reasonably available funds.

XIX.

ENGINEER shall provide experienced and qualified personnel to carry out the work to be performed by ENGINEER under this Agreement and shall be responsible for and in full control of the work of such personnel. ENGINEER agrees to perform the Scope of Work hereunder as an independent contractor and in no event shall the employees or agents of ENGINEER be deemed employees of OWNER. ENGINEER shall be free to contract for similar services to be performed for others while ENGINEER is under Agreement with OWNER.

XX.

ENGINEER agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of the Services. ENGINEER further

agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246 as amended from time to time.

XXI.

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

XXII.

OWNER and ENGINEER hereby each binds itself, its successors, legal representatives, and assigns to the other party to this Agreement, and to the successors, legal representatives, and assigns of such party in respect to all covenants of this Agreement. Neither party will be obligated or liable to a third party as a result of this Agreement.

XXIII.

Neither OWNER nor ENGINEER will assign, sublet, or transfer interest in this Agreement without the prior written consent of the other.

XXIV.

This Agreement is entered into and is to be performed in the State of Texas. OWNER and ENGINEER agree that the law of the State of Texas shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County.

XXV.

In no event shall the making by the OWNER of any payment to ENGINEER constitute or be construed as a waiver by the OWNER of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the OWNER in respect to such breach or default.

XXVI.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the parties signs.

OWNER:

City of Amarillo, a Texas municipal corporation

By: _____
Jared Miller, City Manager

ATTEST:

Frances Hibbs, City Secretary

ENGINEER:

Alan Plummer and Associates, Inc., a Texas corporation

By: 
Alan E. Davis, PE, Principal



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	08/22/2017	Council Priority	Infrastructure
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Department	Aviation	Contact Person	Mike Conner
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Agenda Caption

Award Bid No. 5797 – Building 602 + SRE Shop Fire System Repairs + Modifications for Airport
Total Bid Amount: \$118,950.00 to be awarded to Haynes Fire Protection

Agenda Item Summary

This item is award of the bid for Building 602 and Snow Removal Equipment (SRE) fire suppression system repair and upgrade. Included in the bid scope were the following items:

1. Replacement of approximately 2,600 fire sprinkler heads.
2. Rebuild back-flow preventer on 10 inch water main.
3. Replace two pumps and pump controller.

Requested Action

Award bid for total contract in the amount of \$118,950.00 to Haynes Fire Protection.

Funding Summary

Funding for this project will be from project 540098 Leased Hangar Repairs. This project is in the Airport's approved 16/17 CIP Budget.

Community Engagement Summary

N/A.

Staff Recommendation

Staff recommends award of bid no. 5797 in full to Haynes Fire Protection.

PURCHASING DEPARTMENT

BID EVALUATION AND RECOMMENDATION FORM

City Departments **must complete** this form for all bids over \$10,000.00.

DATE 8/11/2017

Bid Recommendations properly completed and submitted **by the close of business on Wednesday** will be presented to the City Manager's office for consideration of placement on the **following Friday's City Council Agenda**. City Council consideration will occur the Tuesday following placement on the agenda.

BID ITEM Building 602 + SRE Shop Fire System Repairs + Modifications- Airport
BID NO. 5797

DEPARTMENT Aviation

DEPARTMENT HEAD APPROVAL  DATE 8/11/17

DIVISION DIRECTOR APPROVAL _____ DATE _____

REFER TO INSTRUCTIONS ABOVE FOR ASSISTANCE IN COMPLETING THE ITEMS BELOW:

1. ITEM USE; PROJECT DESCRIPTION:

A. Please state what is being purchased and give a detailed project description.

1) Materials and installation for fire suppression systems in Building 602 and SRE Shop.

B. Is this purchase an addition, replacement or a one-time purchase? If this is a replacement, please include a description of what is being replaced.

Replacement of existing fire suppression system components.

C. Provide a color copy of drawings, sketches, or photos of the items you are recommending. (Capital, equipment, utilities, public works, etc).

2. BID EVALUATION; RECOMMENDATION:

A. Vendor name and total dollar amount to be awarded.

Haynes Fire Protection- \$118,950.00.

B. Is it being awarded to the low bidder? If not, why?

Yes- Haynes Fire Protection was the only low responsive bidder.

C. Were specifications met? If not met, what exceptions were taken and accepted?

Yes, bid was accepted.

D. Is this vendor proprietary? If item is proprietary, include a detailed justification. At a minimum, state how and why proprietary item is necessary or advantageous.

No.

E. State the last procurement date for this item, if applicable, and indicate the total average percentage of increase or decrease in price since last purchase.

Similar project was completed in City FY15/16 budget. Purchase price remains flat.

F. If this is being purchased on any type of contract, (HGAC, Buyboard, etc.), please state why this would be advantageous to the City of Amarillo.

N/A.

3. **FUNDING SOURCE:**

A. Identify budgeted account, job or grant number(s) including description(s) and indicate if state and/or federal funds will be utilized for this purchase.

540098.17400.1040 – Leased Hangar Repairs.

B. Provide budget account balance. Provide completion status of all job or grant expenditures **showing remaining balance** of job, grant or capital account.

\$291,854.38.

C. Provide a comparison of the actual bid price vs. budget estimate if applicable

\$118,950.00 (actual) vs. \$120,000.00 (budget).

D. For job or grant accounts, provide original date that it was set up

October 1, 2016.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	08/22/2017	Council Priority	
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Department	Emergency Management	Contact Person	Chip Orton
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Agenda Caption

Amendment of Contract No. CP1704 between the City of Amarillo, Texas and the Texas Comptroller of Public Accounts: State Energy Conservation Office (Agreement-In-Principle Program).

Agenda Item Summary

This amendment is a yearly occurrence where funds are transferred to cover costs as we reevaluate costs near the end of the fiscal year. Money is being transferred from Other and Benefits accounts to cover Salaries and Indirect Costs.

Requested Action

The Office of Emergency Management has reviewed the amendment and recommends that the City Council authorize the City Manager to execute the document.

Funding Summary

Texas Comptroller of Accounts: State Energy Conservation Office

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this amendment.

AMENDMENT NO. 1
CONTRACT NO. CP1704

BETWEEN

City of Amarillo ("Contractor")
P.O. Box 1971
Amarillo, Texas 79105-1971

AND

Texas Comptroller of Public Accounts ("Comptroller")
State Energy Conservation Office
111 E. 17th Street, Room 311
Austin, Texas 78774

I. Recitals

WHEREAS, Comptroller and Contractor entered into an interlocal cooperation contract, Contract No. CP1704 ("Contract"), effective October 1, 2016 through September 30, 2021, for certain services related to the Pantex Program and the Agreement in Principle between the State of Texas and the U.S. Department of Energy; and

WHEREAS, Comptroller and Contractor desire to execute this Amendment No. 1 ("Amendment") to move funds between budget categories and to make other amendments as provided herein;

NOW, THEREFORE, Comptroller and Contractor hereby agree to amend the Contract as follows:

II. Amendment

Attachment B, Budget, is hereby deleted in its entirety and replaced with the revised Attachment B, attached hereto and incorporated herein.

III. Terms and Conditions

1. Except as expressly stated herein, all other terms of the Contract remain unchanged, are in full force and effect, and are hereby ratified and affirmed by the parties.
2. In the event of a conflict between the Contract and this Amendment, this Amendment controls.

[Remainder of page intentionally left blank]

IV. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Amendment on behalf of the respective parties named below.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of July 25, 2017.

Texas Comptroller of Public Accounts

City of Amarillo

by _____
Mike Reissig
Deputy Comptroller

by _____
Jared Miller
City Manager

Date: _____

Date: _____

AMENDMENT NO. 1 TO CONTRACT NO. CPI704

ATTACHMENT B
BUDGET

	FY17 Budget	Move Funds Between Categories	Revised TOTAL Budget
<u>PERSONNEL</u>¹			
Salaries	\$ 77,871.00	\$9,739.55	\$ 87,610.55
Benefits	\$ 35,428.00	(\$5,239.55)	\$ 30,188.45
<u>TRAVEL</u>²			
Airfare, per diem, mileage, and other direct travel expenses	\$ 5,000.00		\$ 5,000.00
<u>EQUIPMENT</u>³	\$ 10,000.00		\$ 10,000.00
<u>SUPPLIES</u>	\$ 9,500.00		\$ 9,500.00
<u>OTHER</u>	\$ 24,000.00	(\$6,507.00)	\$ 17,493.00
<u>INDIRECT COSTS</u>	\$ 22,660.00	\$2,007.00	\$ 24,667.00
<u>TOTAL BUDGET</u>	<u>\$184,459.00</u>	<u>\$ -0-</u>	<u>\$184,459.00</u>

¹ Chip Orton shall be Project Director for this project and shall be responsible for the overall supervision and conduct of the project on behalf of Contractor.

² Out-of-state travel requires prior approval of Comptroller. All actual, reasonable travel expenses will be reimbursed at state authorized rates.

³ Equipment is defined as tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit. Title to and control over all equipment over \$1,000 purchased in connection with this Contract shall remain with the Contractor as long as it is being used for the purpose for which it was intended under the terms of this Contract.



E

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	09/05/2017	Council Priority	
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Department	Emergency Management	Contact Person	Chip Orton
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Agenda Caption

Interlocal Agreement Between the City of Amarillo, Texas and the Village of Lake Tanglewood concerning the ability for the Office of Emergency Management to activate the Village’s Outdoor Warning Sirens and for Radio Communications to maintain and repair the same.

Agenda Item Summary

City of Amarillo Office of Emergency Management was approached by the Village of Lake Tanglewood and asked to activate, operate, and monitor two outdoor warning sirens with the City of Amarillo Radio Communications Department maintaining and repairing the sirens for a fee.

Requested Action

The City of Amarillo Legal Department drafted the document with guidance from the Office of Emergency Management. Both departments have reviewed the document and the Village of Lake Tanglewood Mayor has signed it. OEM requests that the City Council authorize the City Manager to execute the document.

Funding Summary

The Village of Lake Tanglewood, Texas

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Interlocal Agreement.

17

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS
AND THE VILLAGE OF LAKE TANGLEWOOD**

This Agreement is made between the City of Amarillo, Texas thru the Office of Emergency Management (hereafter, "AMARILLO") and the Village of Lake Tanglewood (hereafter, "LAKE TANGLEWOOD"). Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791, Texas Government Code, as amended, providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

1. Entity. Each party is a local government within the State of Texas, Amarillo being a home rule municipality and LAKE TANGLEWOOD being a political subdivision of the State of Texas organized under Chapter 7 of the Texas Local Government Code.

2. Public Benefit & Purpose. The respective governing body of each party finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and, that the division of costs fairly compensates the performing party for the services performed under this Agreement; and, the performance of this Agreement is in the common interest of both parties

3. Current revenues. Both the party performing a service and the party paying for the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the party.

4. City Obligation. AMARILLO now promises to perform and provide to LAKE TANGLEWOOD certain services as described in Exhibit A.

5. LAKE TANGLEWOOD Obligation. LAKE TANGLEWOOD hereby (a) accepts the duties, terms, conditions, limitations, procedures, fees, and scope of services stated in Exhibit A and, (b) agrees to perform its obligations stated therein, (c) including timely payment for services.

6. Exhibit incorporated. The provisions of Exhibit A are incorporated herein by this reference as though stated verbatim. The governing body of each Party hereby authorizes its point-of-contact official (named elsewhere herein) to mutually agree (without the need of further approval by either governing body) to make minor adjustments in the operational procedures, allocated duties, rights, etc. described in Exhibit A to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustments do not require or constitute a change in fees or costs, or creates a material change in the performance required of a party.

7. Liability. The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function or services described. This agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and

functions. Each Party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

8. Venue. Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall lie in the county in which the defendant Party is located and, if located in more than one county, in the county in which the principal offices of the defendant Party are located.

9. Effective date & Term. This Agreement shall become effective on the first day after it has received approval of both governing bodies. This Agreement shall remain in full force and effect for a term of two (2) years from the effective date. This Agreement shall automatically be renewed for two (2) additional two-year terms unless and until a Party cancels it by giving sixty (60) days written notice to the other Party.

10. Contacts. The point of contact for each Party shall be as specified in Exhibit A.

11. Severance & Survival. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any request, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraphs 5 through 8, inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

12. Amendments. This Agreement contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this agreement and Exhibit A, then the terms of Exhibit A shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

VILLAGE OF LAKE TANGLEWOOD

By: _____

Title: Don Carver, Mayor

Date: 7-17-2017

CITY OF AMARILLO, TEXAS

By: _____

Title: Jared Miller, City Manager

Date: _____

EXHIBIT A

1. Purpose. The purpose of this Exhibit A and the Interlocal Agreement to which it is attached, is to state the terms, conditions, and consideration by which the AMARILLO will provide services to LAKE TANGLEWOOD for public purpose and benefit.

2. SCOPE OF SERVICES. - Services to LAKE TANGLEWOOD are to be provided as follows on an as-needed basis:

A. Outdoor Warning System Maintenance

- 1 Monitor, maintain and repair the outdoor warning sirens owned by LAKE TANGLEWOOD.
- 2 Provide Expertise and Assistance to LAKE TANGLEWOOD Emergency Management Coordinator
- 3 Provide On-Site Professional Assistance to the LAKE TANGLEWOOD Emergency Management Coordinator
- 4 Conduct at least one annual on-site inspection jointly with the LAKE TANGLEWOOD Emergency Management Coordinator

B. Outdoor Warning Activations

- 1 Activate the outdoor warning sirens as needed at the request of LAKE TANGLEWOOD Mayor, Emergency Management Coordinator, Assistance Emergency Management Coordinator, Police Chief, or Fire Chief.
- 2 Activate the outdoor warning sirens for LAKE TANGLEWOOD in the event of a Tornado Warning or severe hail in the jurisdiction as notified by the National Weather Service Amarillo Office.
- 3 Duty officers in the Amarillo / Potter / Randall Office of Emergency Management are authorized to active sirens per request of LAKE TANGLEWOOD authorized activators list or with subsequent information of a Tornado Warning or Severe Hail within LAKE TANGLEWOOD from National Weather Service Amarillo office
- 4 *The Village of Lake Tanglewood will retain the ability to activate the outdoor warning sirens on its own for local emergencies, events and/or testing.*
- 5 *Duty officers in the Amarillo/Potter/Randall Office of Emergency Management will activate the sirens in accordance with their system testing procedures/protocols.*

3. COMPENSATION.

In consideration of the services described in the foregoing paragraphs to be rendered by AMARILLO, LAKE TANGLEWOOD agrees to make the following payment to AMARILLO from available funds:

A. AMARILLO will invoice LAKE TANGLEWOOD the following:

- 1 Annual Fee - \$500 to monitor and activation standby of the outdoor warning system
- 2 Cost per repair or on-site inspection - \$50 per repair or inspection.
- 3 Parts purchased to repair a malfunctioning siren *will be invoiced at the cost paid for by the City of Amarillo.*
- 4 *All charges / invoices are to be paid within 30 days of receipt by LAKE TANGLEWOOD.*

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 22, 2017	Council Priority	Infrastructure Initiative
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Department	Capital Projects & Development Engineering	Contact Person	Floyd Hartman
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Agenda Caption

Approval – City Management Execution of Standard Utility Agreement with Texas Department of Transportation for 12” Water Main Relocation in I-40 East Bound Frontage Road at Bell Street

This item is to approve the Agreement for City execution for the relocation of an existing water main in TxDOT right-of-way.

Agenda Item Summary

Approval of the Standard Utility Agreement will allow TxDOT to reimburse an estimated 99% of the City's costs, both construction and engineering services, to relocate approximately 530 linear feet of 12” water main. The relocation of the water main is necessary due to the expansion of TxDOT's right-of-way and corresponding work with the Bell St. overpass.

Requested Action

Consider Standard Utility Agreement for approval.

Funding Summary

There is no direct cost associated with the execution of the Agreement. The construction contract is currently funded and was awarded previously to West Texas Utility Contractors, Inc. under Project Budget Number 523095.17400.1040 by City Council on July 25, 2017.

Community Engagement Summary

The approval of the Standard Utility Agreement will have minimal impact on the community. The community engagement process will be an integral part of the construction phase of this project, and the project management team will be involved.

Staff Recommendation

City Staff is recommending approval of the Agreement.

STANDARD UTILITY AGREEMENT

District: 04-Amarillo
Federal Project No.: NH 2017(935)
ROW CSJ: 0275-01-195
Highway Project Letting Date: April 2017

U-Number: **U15101**
County: Potter
Highway: IH0040
From: 430 ft west of Bell St.
To: Bell St.

This Agreement by and between the State of Texas, acting by and through the Texas Transportation Commission, ("**State**"), and City of Amarillo, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements as designated by the **State** and approved by the Federal Highway Administration within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: water main relocations at IH0040 and Bell Street, from Sta. 781+52.95 to Sta. 787+06; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **State** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **State**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **State** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **State** participation.

All conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. **Utility** shall supply, upon request by the **State**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by **State**, or may, with the **State's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to **State** not later than 90 days after completion of the work.

When requested, the **State** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 90 percent (90%) of the eligible cost as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Initial Date
TxDOT

Initial Date
Utility

Alternatively, **State** agrees to pay **Utility** an agreed lump sum of \$N/A as supported by the attached estimated costs. The **State** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **State** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **State** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **State** reimbursement.

This agreement in its entirety consists of the following elements:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Statement Covering Contract Work – ROW-U-48 (Attachment "D");
6. Eligibility Ratio (Attachment "F");
7. Betterment Calculation and Estimates (Attachment "G");
8. Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment "H");
9. Inclusion in Highway Construction Contract (if applicable) (Attachment "I"); and
10. Utility Joint Use Acknowledgment - ROW-U-JUA and/or Utility Installation Request - Form 1082 (Attachment "E").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **State and Utility**.

This agreement is subject to cancellation by the **State** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **State**. However, the **State** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The State Auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that TxDOT makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

Initial Date
TxDOT

Initial Date
Utility

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: City of Amarillo
Name of Utility

By: _____
Authorized Signature

Bob Cowell
Print or Type Name

Title: Deputy City Manager

Date: _____

EXECUTION RECOMMENDED:

Director of TP&D (or designee), Amarillo District

THE STATE OF TEXAS

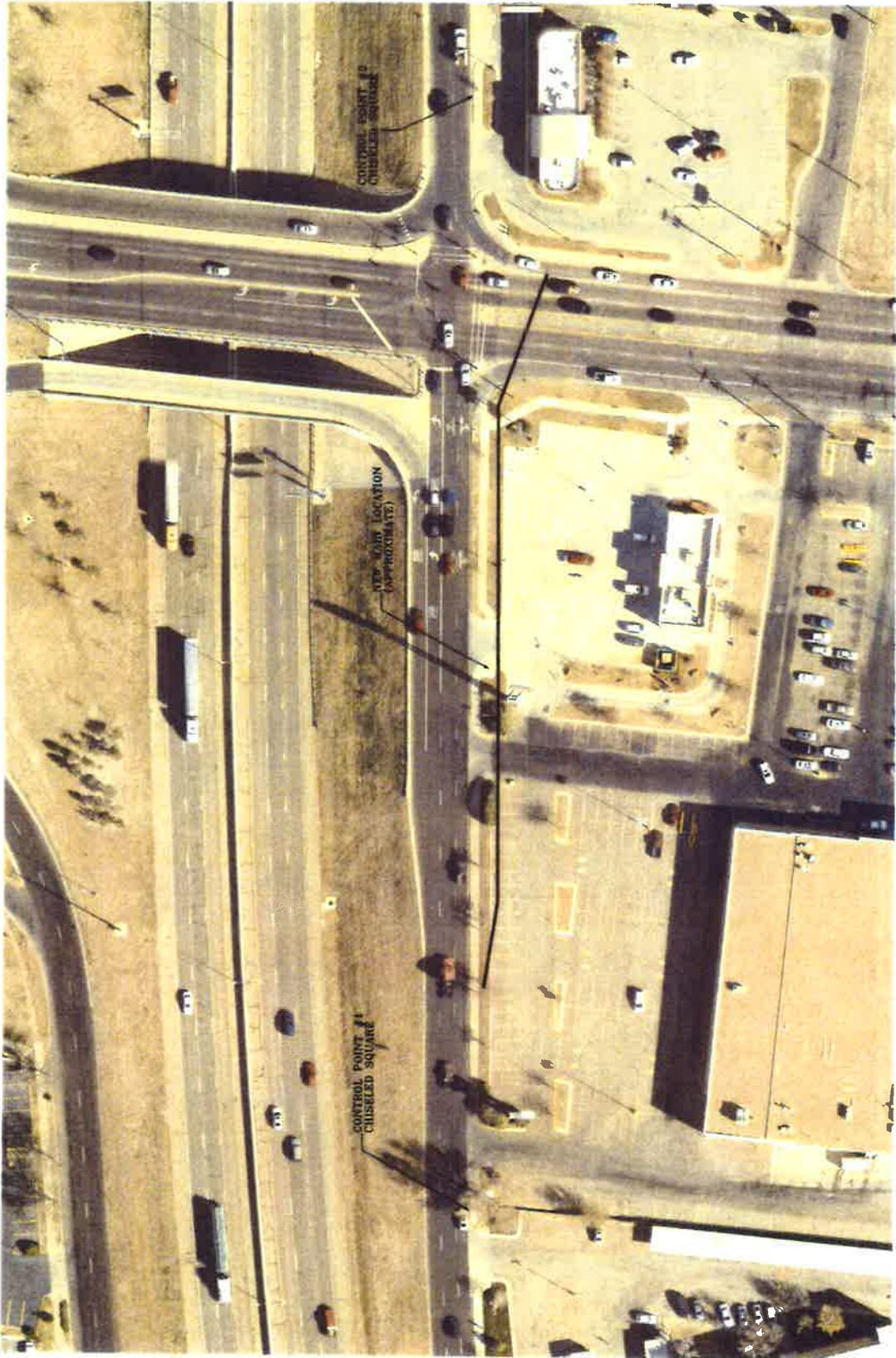
Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
District Engineer (or designee)

Date: _____

Initial Date
TxDOT

Initial Date
Utility



CONTROL POINTS:
NAVD 88

CONTROL POINT #1
N - 3714111.23
E - 535232.070
ELEV. 3731.183704.34
CHISELED SQUARE ON BOC
WEST OF CASH SAVER
BUS STOP NEAR COVERED
BUS STOP

CONTROL POINT #2
N - 3714111.23
E - 534087.730
ELEV. 3701.67
CHISELED SQUARE ON BOC
ON ISLAND NORTH OF
DONUT STOP

CONTROL POINTS

DESIGNED BY: ME	
DRAWN BY: ME	
PRINT SCALE: 1" = 20'	
VERT SCALE: 1" = 4'	

12" WM RELOCATION
IN I-40 EAST
BOUND FRONTAGE
ROAD AT BELL ST.

	JOB NO. 523095
	DATE 3/28/2017
	SHEET 2
FILE NO.	

City of Amarillo (Water)
IH-40

From: 430 ft West of Bell St.
To: Bell St.

ROW CSJ: 0275-01-195
CCSJ: 0275-01-189
Potter County
U-Number: U-15101

Attachment "F"

Eligibility Ratio

Eligibility Ratio is 100 % based on this being an
Interstate Highway Project.

On Interstate Highways, Texas Transportation Code Section 203.092 provides that utility reimbursement for facility relocations is dependent upon whether the relocation costs are eligible for federal participation. No proof of property interest is required because pursuant to current State and Federal Law, Federal Participation is 100% of all eligible costs.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 22, 2017	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering	Contact Person	Floyd Hartman

Agenda Caption

Approval – City Management Execution of Emergency Work Authorization with Texas Department of Transportation for Relocation of Sanitary Sewer Main in Bell Street South of I-40

This item is to approve the Emergency Work Authorization for City execution for the relocation of an existing sanitary sewer main.

Agenda Item Summary

A City sanitary sewer main was damaged during the TxDOT bridge construction project at I-40 and Bell Street. A temporary solution has been implemented, but the permanent solution is the relocation of the sewer main. We anticipate 100% reimbursement of the City’s cost to implement the temporary and permanent solutions. Execution of the Emergency Work Authorization establishes a date from which TxDOT authorizes the City to accrue and track costs in advance of a Standard Utility Agreement. A subsequent Standard Utility Agreement will establish reimbursement of the City’s costs. The permanent solution is anticipated to include the abandonment of approximately 1450 linear feet of sanitary sewer main and the installation of approximately 975 linear feet of sanitary sewer main.

Requested Action

Consider the Emergency Work Authorization for approval.

Funding Summary

There is no direct cost associated with the execution of the Authorization. Job 523259 has been set up for City maintenance costs, as well as the design and construction of the permanent solution. This job will be funded from the Sewer E&I fund.

Community Engagement Summary

The approval of the Emergency Work Authorization will have minimal impact on the community. The community engagement process will be an integral part of the construction phase of this project, and the project management team will be involved.

Staff Recommendation



EMERGENCY WORK AUTHORIZATION
POST-HIGHWAY LETTING

U Number: 15150

(assigned by ROW Division)

Form ROW-U-EWA
(Rev. 05/16)
Page 1 of 3

Utility: City of Amarillo

County: Potter

District: 04- Amarillo

ROW CSJ No.: 0275-01-195

Construction CSJ No.: 0275-01-189

Highway/ROW Project Limits: IH0040-West of Bell Street (781+52.85) to East of Bell Street (787+06)

Federal Project No. (if applicable): NH2017(935)

- 1) Describe the type of adjustment and extenuating circumstances during construction necessitating the request:
A City of Amarillo 10" VCP Sanitary Sewer Line crossing IH0040 at Bell Street in Amarillo was damaged by a drill during bridge construction on IH0040 on August 7, 2017. The sewer line flows from south to north across IH0040. As a temporary solution to keep the sewer line in service, and to not delay the TxDOT bridge construction project, the City plugged the MH south of IH0040. This stopped sewage from flowing into the damaged line and surcharges flows to an existing lift station. The City also evacuated the fluids and plugged the line at the MH north of the IH0040 bridge project. It is expected that the temporary solution should last for the duration of the bridge construction project, with periodic maintenance by City staff. As a permanent solution, the City plans to relocate the damaged line. The existing line crossing under IH0040 is very deep, approximately 27 feet, and receives wastewater discharge from approximately 10 buildings on the south side of IH0040. The damaged line was installed in the 1940s or 1950s, before IH0040 was constructed. From an Engineering standpoint, it is not practical repair the damaged sewer line. Due to these factors, the City plans to abandon the existing line in place, and relocate completely outside TxDOT right-of-way, by intercepting the sewer line south of IH0040. This new sewer line will collect wastewater from the customers currently served by the damaged line under IH0040. The new will be installed along Bell Street, going south to an existing MH and Lift Station approximately 900 feet south of the MH where the existing line was plugged. If this relocation is to be considered a betterment, it should be considered a forced betterment, as going back under IH0040 is not cost effective or practical from an Engineering standpoint. The City would not be relocating this line were it not damaged by the TxDOT Bridge Project.
- 2) Estimated submission date of utility agreement: 10/16/17
- 3) Limits (hwy stations) of utility adjustment: 785+95 to 786+40 Crossing IH0040
- 4) Total estimated cost of adjustment: \$ 230,000 (Breakdown by FY):
FY 17 Amount \$ 3,000 FY 18 Amount \$ 227,000
- 5) The utility's compensable interest (easement, license, etc.): This is an Interstate Highway Project
- 6) Estimated eligibility ratio at the adjustment site: 100%
- 7) Date of Federal Approval, if Federal funding is involved on the ROW project: N/A
- 8) Estimated starting date of the adjustment: 02/19/18
- 9) Estimated duration of adjustment (calendar days): 90
- 10) Highway project construction letting date: 04/2017
- 11) Estimated contractor damages resulting from non-adjustment of utility: \$ 1,000,000

An 'Emergency Work Authorization' establishes a date from which TxDOT authorizes the utility company to accrue costs in advance of an executed utility agreement for the unusual situation shown above. By the authorized utility representative's signature below, the utility acknowledges that the approval of an 'Emergency Work Authorization' does not guarantee the costs incurred by the utility will be eligible for reimbursement. A utility agreement must be executed before any request for reimbursement can be processed.

All conduct under this authorization will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4231, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and with the Utility Accommodation provisions of 23 CFR 645, Subpart B. The utility company shall supply, upon request by the State, proof of compliance with the applicable aforementioned laws, rules and regulations prior to the commencement of construction.

AUTHORIZATION AND SIGNATURE PAGE FOLLOWS

This 'Emergency Work Authorization' does ☐ does not ☐ authorize the physical utility adjustment.

RECOMMENDED FOR EXECUTION:

Utility Name _____	Director of TP&D: _____ District _____
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APPROVED BY:

Requested By (Authorized Company Representative) _____	District Engineer: _____ District _____
Date _____	Date _____



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 22, 2017	Council Priority	Consent Agenda Item
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Department	Planning Department	Contact Person	AJ Fawver
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Agenda Caption

Vicinity: S Tyler St. & SW 4th Ave.

License and Hold Harmless to encumber two (2) 5' x 80' subsurface areas of the public ROW (S Tyler St. and SW 4th Ave.) for underground fiber optic lines between Block 1, Glidden and Sanborn Unit No. 13, Block 35, Glidden and Sanborn Unit No. 8, and Block 34, Glidden and Sanborn Unit No. 1, all in Section 169, Block 2, AB&M Survey, Potter County, Texas.

Agenda Item Summary

This license and hold harmless agreement is for the construction of telecommunication fiber lines between Maxor Pharmacy’s new building and old building extending into two 5’ of the 80’ wide public right-of-ways (SW 4th Avenue and S Tyler Street). There is an annual fee of \$250.00 associated with the agreement. The first year’s fee has been paid.

The associated expansion project had previously been through site plan and downtown Amarillo urban design standards review, during which the encumbrance was noticed. This agreement is to address the legalities of the soon to be public right-of-way encumbrance of the telecommunication lines where SW 4th Avenue and S Tyler Street are.

Planning staff believes that the request is appropriate for the situation and recommends approval.

Requested Action

The applicant is requesting the approval of a License and Hold Harmless for an existing encumbrance.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices were not required for this item.

City Manager Recommendation

Amarillo City Council Agenda Transmittal Memo



Planning and Legal Staff have reviewed the associated L&HH agreement and exhibits and recommends the City Council approve the item as submitted.

LICENSE AND HOLD HARMLESS AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF POTTER)

This license is made by and between the City of Amarillo, a Texas municipal corporation situated in Potter and Randall County, Texas, hereinafter called LICENSOR, and Sunn-Miss, Ltd., hereinafter called LICENSEE, upon the following terms performable in Potter County, Texas:

WITNESSETH:

I.

For and in consideration of the annual sum of TWO HUNDRED AND FIFTY DOLLARS (\$250.00), being due annually on the anniversary date of this Agreement, and of the covenants herein contained and the full and faithful performance of the same, LICENSOR hereby grants a license to LICENSEE to construct, maintain, and use of two (2) 5' by 80' subsurface encumbrances of a public right of way near 418 South Tyler Street for proposed fiber optic lines between Block 1, Glidden and Sanborn Unit No. 13; Block 35, Glidden and Sanborn Unit No. 8; and Block 34, Glidden and Sanborn Unit No. 1, all in Section 169, Block 2, AB&M Survey, Potter County, Texas.

1.1. The general details of the above-described encumbrances are shown on the attached Exhibits A, B, and C. This license supercedes any prior agreement or license pertaining to the described location and use.

1.2. The term of this license shall be for a period of one (1) year from the effective date hereof and shall be automatically extended for successive one-year periods provided, however, either party may terminate this Agreement by providing written notice of termination to the other party on or before thirty (30) days prior to the end of any annual term.

II.

This license is granted upon LICENSEE's agreement to strictly comply with the following terms and conditions:

2.1. This license shall not be assigned, sold or in any other manner transferred without the prior written consent of the LICENSOR. Notwithstanding paragraph 2.7 below, breach of this condition shall immediately terminate this license and shall require restoration of the premises to the condition which existed prior to the execution of this agreement. Upon failure to restore said property as above stated, LICENSOR may perform such restoration at the expense of the then owner of such property being restored.

2.2. LICENSEE agrees that as between LICENSEE and LICENSOR, LICENSEE shall save LICENSOR harmless from any and all liability for personal injuries, property damage or loss of life or property resulting from, or in any manner connected with, LICENSEE's maintenance and use of the above-described intrusions into the public right-of-way.

2.3. LICENSEE shall give LICENSOR prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or may affect LICENSOR. To the extent that LICENSEE fails to assume the defense of LICENSOR in a timely manner, LICENSOR shall have the right to compromise and defend the same to the extent of its own interests without waiving its right to call upon LICENSEE for defense or indemnity.

2.4. LICENSOR retains the right to require the removal of any or all of the intrusions into the public right-of-way should LICENSOR find after a public hearing dealing with the matter that said intrusions into

the public right-of-way unreasonably interfere with the public's use of its right-of-way or in any other way hampers the public's rights.

2.5. LICENSEE hereby agrees to assume all costs for damages and repairs to public utilities, street services or any other public improvement located in or adjacent to the public right-of-way described above, regardless of the type of damage caused by LICENSEE, its employees, agents, or contractors. LICENSEE further agrees to hold LICENSOR harmless from any costs occasioned by or necessitated by the relocation of LICENSEE's facilities due to entry of the LICENSOR onto the right-of-way for maintenance, replacement or repair of any line or lines, including water and sewer lines, located in the public right-of-way. In this regard, LICENSEE specifically recognizes the potential hazards of erecting or placing encumbrances and intrusions in the public right-of-way.

2.6. Any notice required by this agreement shall be sufficient if served by certified or registered United States mail on City Manager of the City of Amarillo, P.O. Box 1971, Amarillo, Texas, 79105-1971; or upon Jerry Hodge, Signor, Sunn-Miss, Ltd., 320 South Polk Street, Suite 100, Amarillo, Texas 79101.

2.7. LICENSEE's failure to perform any of the duties imposed hereby shall constitute a breach of this agreement and shall be a cause for revocation of this license if said breach is not cured within ten (10) days of notice of said breach. In the event of breach, LICENSEE agrees to remove all encumbrances from the right-of-way no later than thirty (30) days from its failure to cure the breach as provided above. In the event legal proceedings are necessary to enforce LICENSOR's rights under this agreement, all costs, including reasonable attorneys' fees, shall be paid by LICENSEE.

EXECUTED by the last of the parties to sign on this day _____ of _____, 2017.

ATTEST:

CITY OF AMARILLO

Frances Hibbs, City Secretary

By: _____
Jared Miller, City Manager

By: _____
Jerry Hodge, Signor, Sunn-Miss, Ltd.

THE STATE OF TEXAS)

COUNTY OF POTTER)

Bob Cowell, Deputy City Manager of the City of Amarillo, a Texas municipal corporation, on behalf of said corporation, acknowledged this instrument before me on the _____ day of _____, 2017.

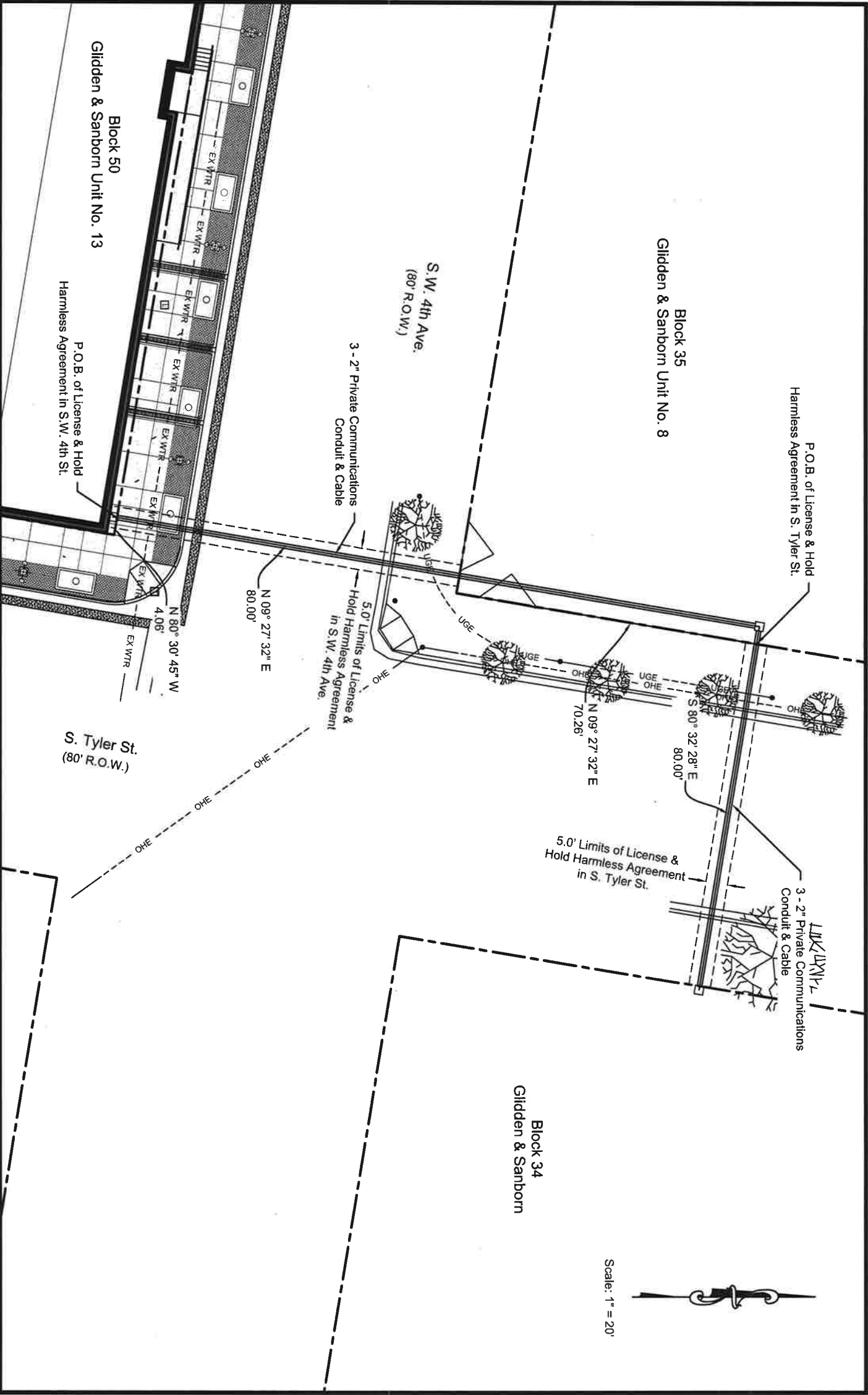
Notary of Public in and for
The State of Texas

THE STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2017 by Jerry Hodge on behalf of said entity.

Notary of Public in and for
The State of Texas



LEGAL DESCRIPTION for a 5' License and Hold Harmless Agreement in S. Tyler St., City of Amarillo, Potter County, Texas, with the limits of the agreement being 2.50 feet either side of the following described centerline:

BEGINNING on the west right-of-way of said S. Tyler St. which bears N. 09° 27' 32" E. a distance of 70.26 feet from the southeast corner of Block 35, Glidden & Sanborn Unit No. 8, City of Amarillo, Potter County, Texas.

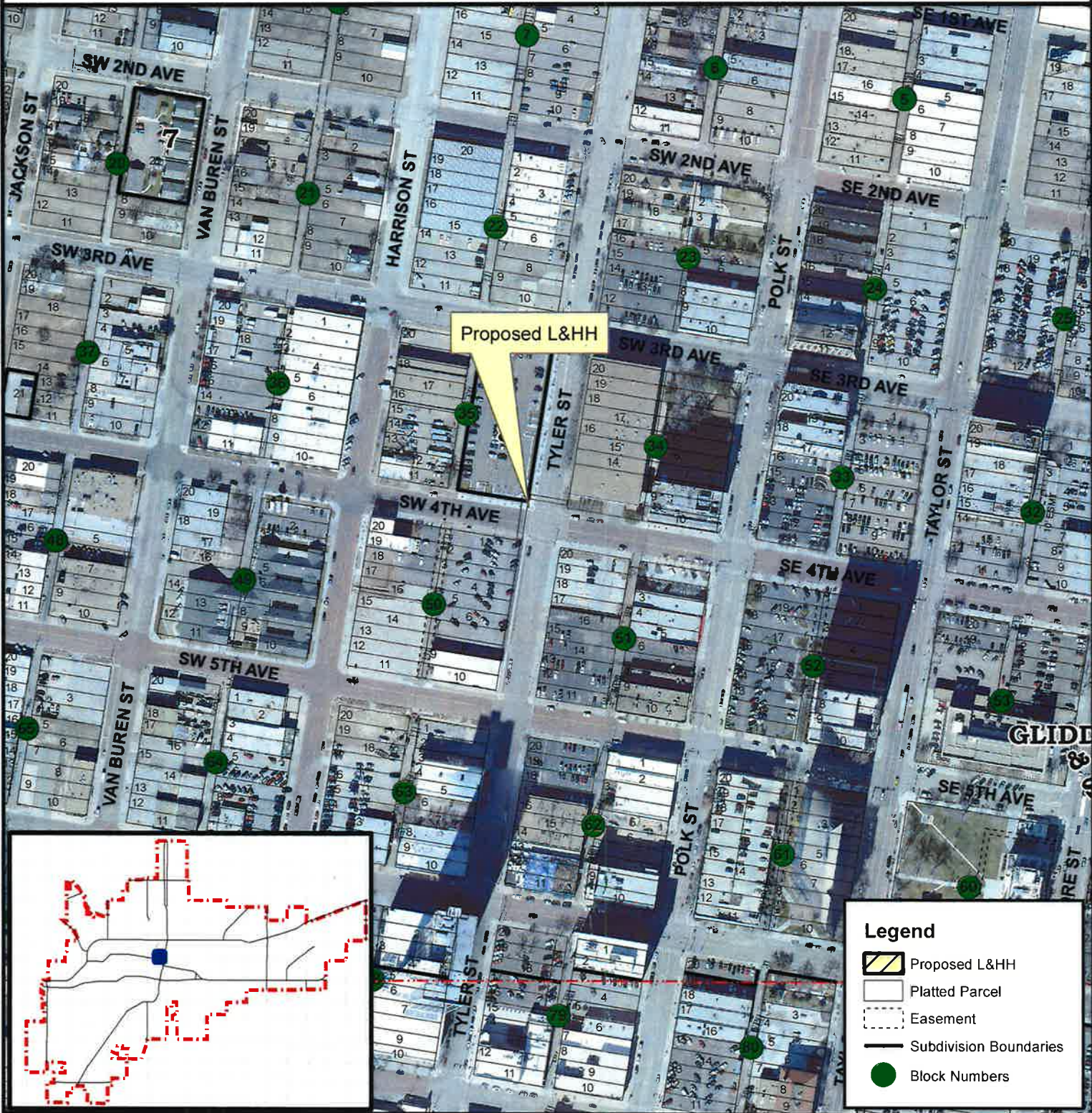
THENCE S. 80° 32' 28" E. a distance of 80.00 feet to the east right-of-way line of said S. Tyler St. to the end of said centerline and containing 400.0 square feet of land.

LEGAL DESCRIPTION for a 5' License and Hold Harmless Agreement in S.W. 4th Ave., City of Amarillo, Potter County, Texas, with the limits of the agreement being 2.50 feet either side of the following described centerline:

BEGINNING on the south right-of-way of said S.W. 4th Ave. which bears N. 80° 30' 45" W. a distance of 4.06 feet from the northeast corner of Block 50, Glidden & Sanborn Unit No. 13, City of Amarillo, Potter County, Texas.

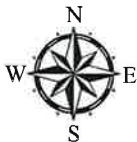
THENCE N. 09° 27' 32" E. a distance of 80.00 feet to the north right-of-way line of said S.W. 4th Ave. to the end of said centerline and containing 400.0 square feet of land.

CASE L-17-03
LICENSE AND HOLD HARMLESS



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 273 feet
Date: 8/16/2017



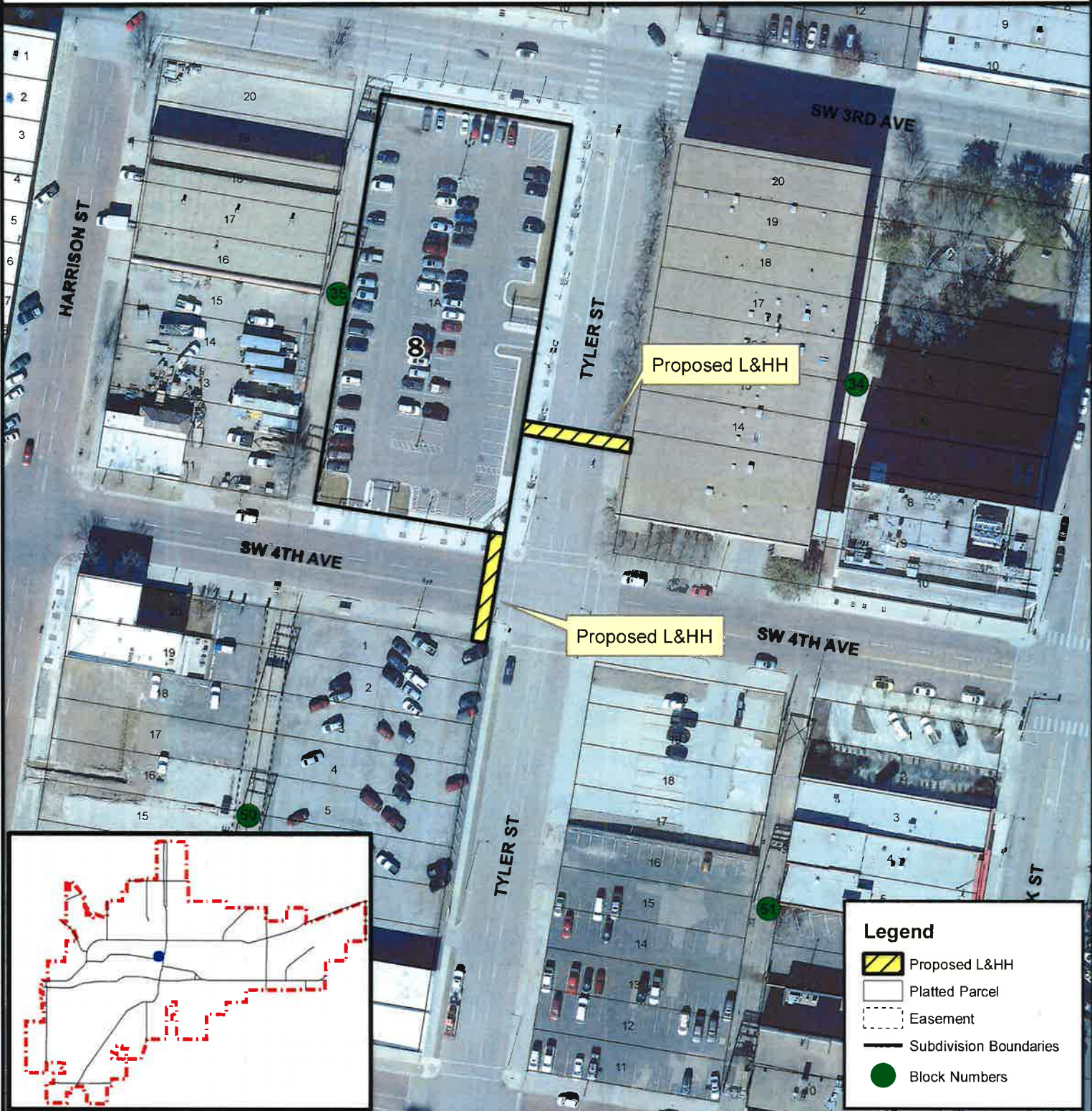
L-17-03 License and Hold Harmless to encumber two (2) 5' x 80' subsurface areas of the public ROW (S Tyler St. and SW 4th Ave.) for underground fiber optic lines between Block 1, Glidden and Sanborn Unit No. 13, Block 35, Glidden and Sanborn Unit No. 8, and Block 34, Glidden and Sanborn Unit No. 1, all in Section 169, Block 2, AB&M Survey, Potter County, Texas.

Developer: Jerry Hodge for Sunn-Miss, Ltd.

Vicinity: S Tyler St. & SW 4th Ave.

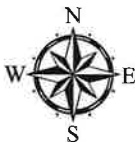
DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.

CASE L-17-03
LICENSE AND HOLD HARMLESS



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 100 feet
Date: 8/17/2017



L-17-03 License and Hold Harmless to encumber two (2) 5' x 80' subsurface areas of the public ROW (S Tyler St. and SW 4th Ave.) for underground fiber optic lines between Block 1, Glidden and Sanborn Unit No. 13, Block 35, Glidden and Sanborn Unit No. 8, and Block 34, Glidden and Sanborn Unit No. 1, all in Section 169, Block 2, AB&M Survey, Potter County, Texas.

Developer: Jerry Hodge for Sunn-Miss, Ltd.

Vicinity: S Tyler St. & SW 4th Ave.

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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 22, 2017	Council Priority	Consent Agenda – ACZ Easement
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Department	Planning	Contact	AJ Fawver
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Agenda Caption

Aviation Clear Zone Easement, being 4,950 feet above mean sea level above the plat of Osage Acres Unit No. 7, an addition to the City of Amarillo, being a replat of a portion of Lot 21, Osage Acres Unit No. 1, in Section 148, Block 2, AB&M Survey, Randall County, Texas.

Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Osage Acres Unit No. 7.

To ensure safety of operation and protection of air traffic operating into and out of the airport, future physical development around the airport needs to be regulated. In 1981, the Texas Legislature enacted the Airport Zoning Act, cited as Chapter 241 of the Local Government Code, which authorized cities in the state to establish and administer regulations pertaining to the height of structures and compatible land uses in the vicinity of the airport. One of the tools established in the Amarillo Code of Ordinances that allows the City of Amarillo to regulate this type of development is the Airport Height Hazard and Zoning Regulations (Chapter 4-9) which establishes minimum requirements to control the height and use of structures that may develop in the vicinity of the airport.

The ACZ Easement document is established during the platting of a tract of land to set the height regulations for noting on the associated plat, and the legal document is signed by the owner/developer of the tract. The placement of the note on the plat ensures that the height regulation is easily found by any future owner of the tract of land. Each ACZ Easement has an associated height regulation that is determined by the tract’s proximity and location around the airport. For example, areas at the end of the runway will likely have a lower height regulation than ones at the same distance that are located adjacent to the length of the runway. The reason for this is because aircraft taking off or landing will need to be at a lower altitude during its approach or departure portion of the traffic pattern for the each associated runway.

This ACZ Easement is establishing a height regulation of 4,950 feet above mean sea level for the plat of Osage Acres Unit No. 7.

Requested Action

Planning and Legal Staff have reviewed the associated Aviation Clear Zone Easement and the item is ready for City Council Consideration as a consent agenda item.

Amarillo City Council

Agenda Transmittal Memo



Funding Summary

The Easement is being granted to the City at no cost.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone 17-05.

AVIATION CLEAR ZONE EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF RANDALL §

WHEREAS, Allen West, hereinafter called "GRANTOR," whether one or more, individual or corporate, partnership or association, is the owner in fee of that certain parcel or parcels of land being described as follows:

Aviation Clear Zone Easement, being 4,950 feet above mean sea level above the plat of Osage Acres Unit No. 7, a suburban subdivision to the City of Amarillo, being a replat of a portion of Lot 21, Block 1, Osage Acres Unit No. 1, in Section 148, Block 2, AB&M Survey, Randall County, Texas.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does for himself, his successors and assigns, GRANT, BARGAIN, SELL AND CONVEY unto the City of Amarillo, Texas, hereinafter called GRANTEE, its successors and assigned, for the use and benefit of the public, and easement and right-of-way appurtenant to Rick Husband Amarillo International Airport for the unobstructed passage of all aircraft, "aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air, by whomsoever owned or operated, in the airspace above GRANTOR'S above-described property; together with the right to cause in all airspace such noise, vibration, fumes, dust, fuel particulates and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at, on, over the above described property; and GRANTOR, his successors, executors, heirs or assigns, does hereby fully waive, remise and release any right, cause of action, and damage which it may now have or which it may have in the future against GRANTEE, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particulates and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating near or on Rick Husband Amarillo International Airport or over the described property.

GRANTOR, for itself, its successors and assigned, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,950 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 4,950 feet above mean sea level.

TO HAVE AND TO HOLD said aviation clear zone easement, passage easement, and rights-of-way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns, until Rick Husband Amarillo International Airport shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and that these covenants and agreements shall run with the land, and that for the purposes of this instrument, this easement shall be considered the dominant estate on the above-referenced property.

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 7th day of August, 2017.


Allen West

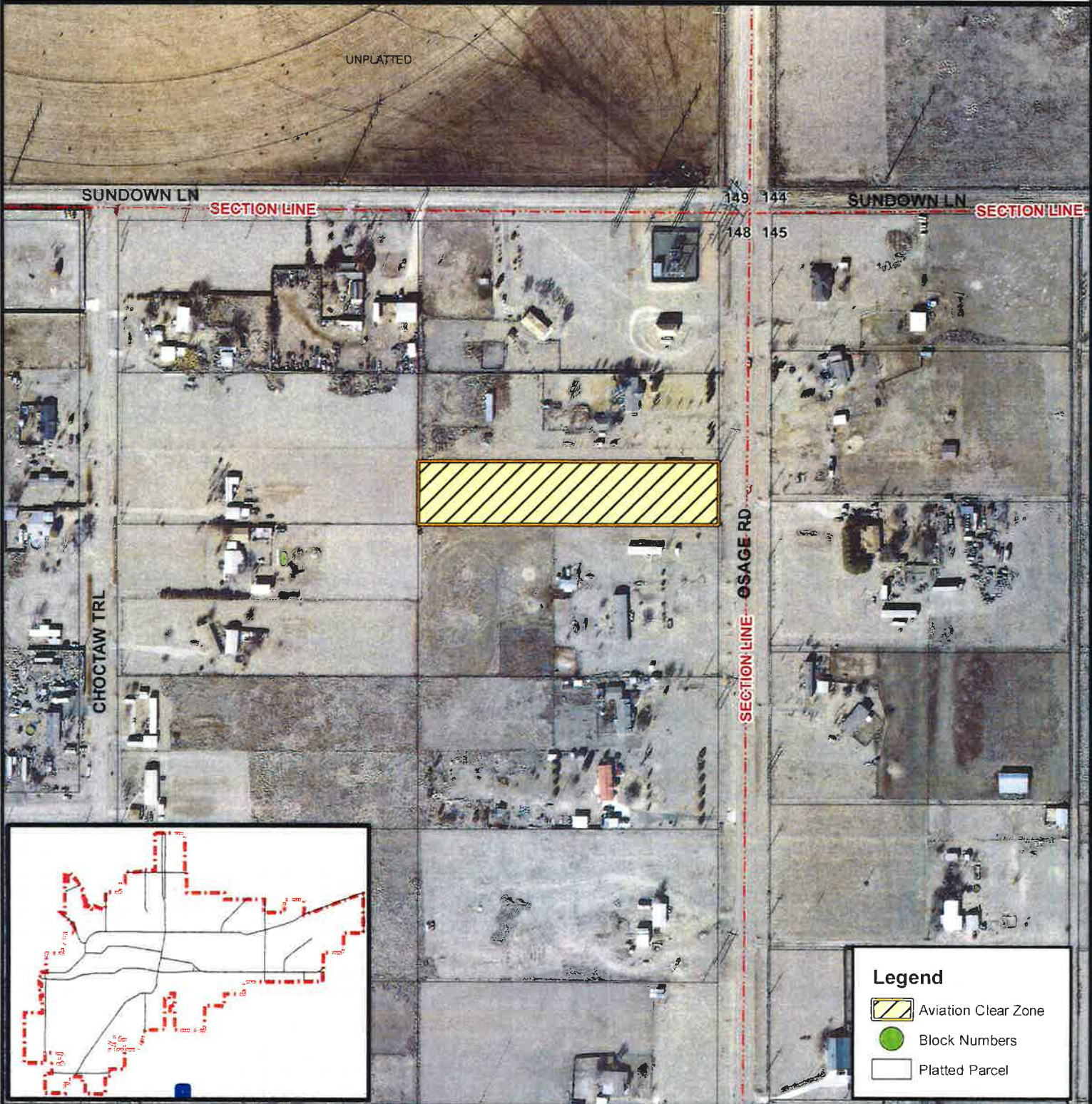
THE STATE OF TEXAS §
COUNTY OF RANDALL §

This instrument was acknowledged before me on this the 7th day of August, 2017,
by Allen West.


Notary Public, State of Texas



CASE ACZ-17-05
AVIATION CLEAR ZONE EASEMENT



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 300 feet
Date: 8/15/2017



Aviation Clear Zone Easement, being 4,950 feet above mean sea level above the plat of Osage Acres Unit No. 7, a suburban subdivision to the City of Amarillo, being a replat of a portion of Lot 21, Block 1, Osage Acres Unit No. 1, in Section 148, Block 2, AB&M Survey, Randall County, Texas.

Developer: Allen West
Vicinity: Osage St. & Dakota Trail

DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 22, 2017	Council Priority	
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Department	Police
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Agenda Caption

Acceptance – Texas Traffic Safety Program Grant Agreement – STEP Comprehensive Grant
Grantor: Texas Department of Transportation

Grant Amount: 169,048.88
Match Amount: 42,677.50
Total Awarded: 211,726.38

This item accepts the Fiscal Year 2018 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources to fund patrol and enforcement of speed enforcement, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.

Agenda Item Summary

This grant provides the Amarillo Police Department grant dollars to fund overtime associated with patrol and enforce of speed enforcement, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.

Requested Action

Council consideration and approval of the grant agreement.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommendation is to approve the grant agreement.

Texas Traffic Safety eGrants

Fiscal Year 2018

Organization Name: City of Amarillo - Police Department

Legal Name: City of Amarillo

Payee Identification Number: 17560004446004

Project Title: STEP Comprehensive

ID: 2018-Amarillo-S-1YG-0031

Period: 10/01/2017 to 09/30/2018

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Amarillo** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government/Transit District**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2018.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number:
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **786202994**
FAIN: To Be Assigned

Project Title: **STEP Comprehensive**
Description:
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2017** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2018** unless terminated or otherwise modified.

Total Awarded: **\$211,726.38**
Amount Eligible for Reimbursement by the Department: **\$169,048.88**
Match Amount provided by the Subgrantee: **\$42,677.50**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$169,048.88	\$13,486.50	\$182,535.38
(200)	Fringe Benefits:	\$0	\$0	\$0
	Sub-Total:	\$169,048.88	\$13,486.50	\$182,535.38
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$18,226.00	\$18,226.00
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$10,965.00	\$10,965.00
	Sub-Total:	\$0	\$29,191.00	\$29,191.00
Total Direct Costs:		\$169,048.88	\$42,677.50	\$211,726.38
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$169,048.88	\$13,486.50	\$182,535.38
	Total Direct Costs:	\$0	\$29,191.00	\$29,191.00
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$169,048.88	\$42,677.50	\$211,726.38
	Fund Sources (Percent Share):	79.84%	20.16%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 22, 2017	Council Priority	Community Appearance
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Department	Planning Department	Contact Person	AJ Fawver
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Agenda Caption

Vicinity: SW 24th Ave. & S Van Buren St.

Rezoning of Lots 1, 2, 4 through 8, and a portion of lot 3, Block 24, Mrs. M D Oliver Eakles Unit No. 1, in Section 171, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 351(PD-351) to Residential District 1 (R-1) with Specific Use Permit 3 (S-3)

Agenda Item Summary

Staff’s analysis of zoning change requests begins with referring to the Comprehensive Plan’s Future Land Use and Character Map in order to identify what it recommends for future land uses. Staff also considers how any zoning change would impact the Comprehensive Plan’s recommended Neighborhood Unit Concept (NUC) of development whereby non-residential land uses are encouraged at section-line arterial intersections with a transition to residential uses as development occurs away and inward from the arterial intersections. Staff also considers the principles and recommendations laid out within the Comprehensive Plan, as well existing zoning and development patterns in the area.

During the site visit, Planning Department staff noticed that - in all directions of this property are low density residential uses except to the west where the existing Amarillo College campus is located; furthermore, this proposal lies on the eastern side of the established Amarillo College campus area.

This rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, which designates this area for a future “Neighborhood Conservation (NC) and General Commercial (GC)” land use. The Comprehensive Plan states that the character and intensity of the land use category would encompass attached public/institutional facilities which meet the both land use definitions.

The Neighborhood Unit Concept is also a key piece of the adopted plan, in which zoning transitions from areas of lower density at section line corners to areas of high density. This concept of development ensures that commercial areas will have less of an impact to residential areas. This concept does affect the Neighborhood Unit Concept as this request does follow along the section line; however, it is important to note that this area was developed before the Neighborhood Unit Concept was adopted by City Council.

The adopted Comprehensive Plan contains a number of action strategies that are to be followed when making decisions about land use, development, and other community elements. These include:

- Emphasis on infill development and encouraging development in existing undeveloped portions of the city where utility services are already available. *(page 3.3, Growth Management &*

Amarillo City Council

Agenda Transmittal Memo



Capacity)

The requested zoning change would create a logical continuation of the R-1/S-3 zoning in the area that the remainder of the Amarillo College campus is already zoned as, and this proposed project use would be allowed within, by right.

Requested Action

The applicant is requesting the rezoning of Lots 1, 2, 4 through 8, and a portion of lot 3, Block 24, Mrs. M D Oliver Eakles Unit No. 1, in Section 171, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 351(PD-351) to Residential District 1 (R-1) with Specific Use Permit 3 (S-3) in order to expand the current Amarillo College Washington Street Campus.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 25 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received no comments regarding this request.

The item was recommended for approval by 6:1 vote of the Planning and Zoning Commission at its August 14, 2017 public meeting.

City Manager Recommendation

Planning Staff has reviewed the associated ordinance and exhibit and recommends the City Council approve the item as submitted.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SOUTHWEST TWENTY FOURTH AVENUE AND SOUTH VAN BUREN STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has held public hearings on proposed zoning changes on the property hereinafter described and has filed its final recommendation and report on such proposed zoning changes with the City Council; and,

WHEREAS, the City Council has considered the final recommendation and report of the Planning and Zoning Commission and has held public hearings on such proposed zoning changes, all as required by law; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1. The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

Rezoning of Lots 1, 2, 4 through 8, and a portion of lot 3, Block 24, Mrs. M D Oliver Eakles Unit No. 1, in Section 171, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 351(PD-351) to Residential District 1 (R-1) with Specific Use Permit 3 (S-3).

SECTION 2. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

SECTION 3. In the event this ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the ordinance, and such remaining portions shall continue to be in full force and effect. The Director of Planning is authorized to make corrections and minor changes to the site plan or development documents to the extent that such does not materially alter the nature, scope, or intent of the approval granted by this ordinance.

SECTION 4. This ordinance shall become effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the ____ day of August, 2017 and PASSED on Second and Final Reading on this the _____ day of August, 2017.

ATTEST:

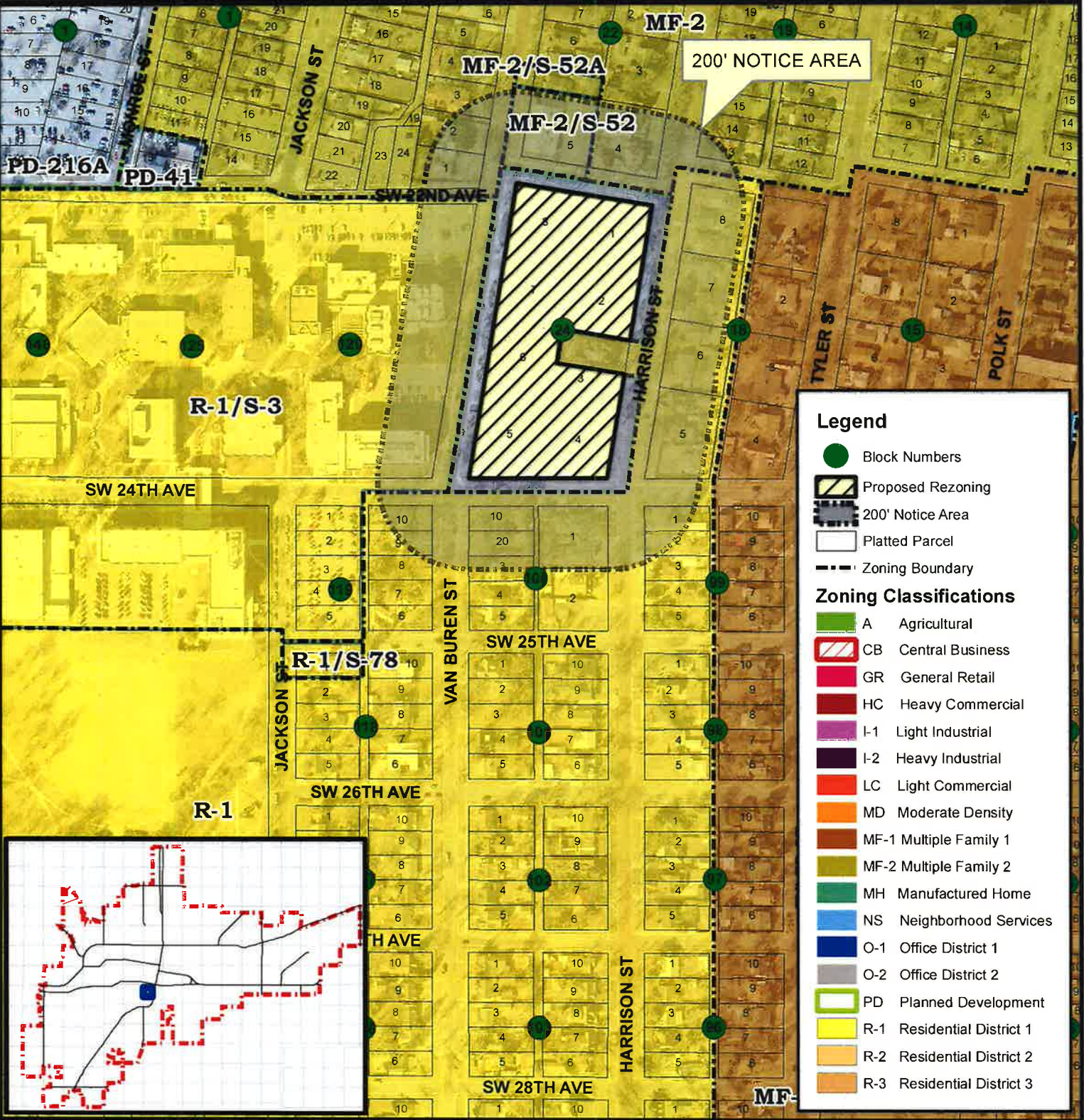
Frances Hibbs, City Secretary

Ginger Nelson, Mayor

APPROVED AS TO FORM:

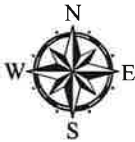
William M. McKamie, City Attorney

CASE Z-17-16
REZONING FROM PLANNED DEVELOPMENT DISTRICT 351 (PD-351) TO
RESIDENTIAL DISTRICT 1 (R-1) WITH SPECIFIC USE PERMIT 3 (S-3)



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 300 feet
Date: 7/12/2017



Rezoning of Lots 1, 2, 4 through 8, and the southern half of Lot 3, Block 24, Mrs. M D Oliver Eakles Unit No. 1, in Section 171, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 351 (PD-351) to Residential District 1 (R-1) with the Specific Use Permit 3 (S-3) for Amarillo Junior College.

Applicant: Jeremy Cheatham

Vicinity: S Van Buren St. & SW 24th Ave.

DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.



Looking north up South Van Buren Street with the proposed rezoning on the right.



Looking south down South Van Buren Street with the proposed rezoning on the left.



Looking west across the street from the proposed rezoning tract.



Looking northeast in front of where the new campus building will be located to the right.



Looking northeast from the extreme southwest of the parking lot at where the new building will be.



Looking west from the center of the parking lot.



Looking southwest from the center of the parking lot at the location where the new building will be.



Looking southeast towards the lone residence not owned by the Amarillo College on this block



Looking east from the center of the parking lot which is part of the rezoning tract.



Looking north from the center of the parking lot which is part of the rezoning tract.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 22, 2017	Council Priority	Community Appearance
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Department	Planning Department	Contact Person	AJ Fawver
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Agenda Caption

Vicinity: Temecula Creek Blvd. & Cabernet Way

Rezoning of a 24.37 acre tract of land in Section 191, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agriculture District (A) to Residential District 3 (R-3).

Agenda Item Summary

Staff’s analysis of zoning change requests begins with referring to the Comprehensive Plan’s Future Land Use and Character Map in order to identify what it recommends for future land uses. Staff also considers how any zoning change would impact the Comprehensive Plan’s recommended Neighborhood Unit Concept (NUC) of development whereby non-residential land uses are encouraged at section-line arterial intersections with a transition to residential uses as development occurs away and inward from the arterial intersections. Staff also considers the principles and recommendations laid out within the Comprehensive Plan, as well existing zoning and development patterns in the area.

This rezoning request is consistent with Phase 2 of the preliminary plan for this development, approved 9/12/2016. The preliminary plan was designed for the creation of a large residential subdivision that is incorporated in a Public Improvement District.

This rezoning request is inconsistent with the adopted 2010 Comprehensive Future Land Use and Character Map, which designates this area for a future “rural” land use. The Comprehensive Plan states that the character and intensity of the land use category would encompass lower density developments with open space. Although the portion of the site to be developed will not represent the large lot sizes mentioned in the future land use description, it is also recognized that there has been a change in conditions within the area that did not exist at the time of the Future Land Use Map adoption.

The Neighborhood Unit Concept is also a key piece of the adopted plan, in which zoning transitions from areas of higher density at section line corners to areas of lower density toward the center of the section. This concept of development ensures that commercial areas will have less of an impact to residential areas. This rezoning request does partially follow the Neighborhood Unit Concept as it would allow for a higher density type of residential development to occur along a section line while the interior would remain, at this time, Agriculture district (A). The section line intersections in this area are currently undeveloped and remain Agriculture district as well for which the Neighborhood Unit Concept might support future neighborhood services, retail, or commercial activity. This type of development at these intersections would further the compliance of the Neighborhood Unit Concept by this section of land.

Amarillo City Council

Agenda Transmittal Memo



The adopted Comprehensive Plan contains a number of action strategies that are to be followed when making decisions about land use, development, and other community elements. One of these strategies is an emphasis on infill development and encouraging development in existing undeveloped portions of the city where utility services are already available. (page 3.3, Growth Management & Capacity) This action strategy is supported in this situation as the requested zoning change would create the opportunity for development in a place where little development besides this subdivision has occurred since its annexation on 6/13/2006.

Requested Action

The applicant is requesting the rezoning of a 24.37 acre tract of land in Section 191, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agriculture District (A) to Residential District 3 (R-3) in order to begin Phase 2 of the subdivision known as The Vineyards.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 19 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received no comments regarding this request.

The item was recommended for approval by 7:0 vote of the Planning and Zoning Commission at its August 14, 2017 public meeting.

City Manager Recommendation

Planning Staff has reviewed the associated ordinance and exhibit and recommends the City Council approve the item as submitted.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF TEMECULA CREEK BOULEVARD AND CABERNET WAY, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has held public hearings on proposed zoning changes on the property hereinafter described and has filed its final recommendation and report on such proposed zoning changes with the City Council; and,

WHEREAS, the City Council has considered the final recommendation and report of the Planning and Zoning Commission and has held public hearings on such proposed zoning changes, all as required by law; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AMARILLO:

SECTION 1. The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

Rezoning of a 24.37 acre tract of land in Section 191, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agriculture District (A) to Residential District 3 (R-3). Further described in Exhibit A.

SECTION 2. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

SECTION 3. In the event this ordinance or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the ordinance, and such remaining portions shall continue to be in full force and effect. The Director of Planning is authorized to make corrections and minor changes to the site plan or development documents to the extent that such does not materially alter the nature, scope, or intent of the approval granted by this ordinance.

SECTION 4. This ordinance shall become effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the ____ day of August, 2017 and PASSED on Second and Final Reading on this the _____ day of August, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

Ordinance No. _____

EXHIBIT A

Rezoning A to R-3

LEGEND

- = 1/2" IRON ROD W/ YELLOW CAP SET
- = 1/2" IRON ROD W/ YELLOW CAP FOUND

Unplotted
(Vol. 3255, Pg. 794)

The Vineyards Unit No. 4
(PCCRN: 1282693)

S 89° 52' 05" E 536.02' S 84° 51' 16" E 388.77' S 78° 52' 17" E 371.04'

S 14° 12' 16" W 129.30'

L=14.34', R=3670.000'
Δ=000° 13' 26"
LCB=S 75° 54' 27" E
LC = 14.34'

24.37 Acres
(1,061,744 SF)

L=442.78', R=1500.000'
Δ=016° 54' 47"
LCB=S 09° 34' 17" W
LC = 441.17'

L=291.74', R=1500.000'
Δ=011° 08' 37"
LCB=S 06° 41' 12" W
LC = 291.28'

402.76' N 89° 52' 05" W 317.26' N 86° 13' 20" W 418.75' N 78° 15' 40" W

Unplotted
(Vol. 3920, Pg. 743)

The Vineyards Unit No. 1
(Vol. 4230, Pg. 793)

Vineyard Blvd.

Unplotted
(Vol. 3255, Pg. 794)

N 00° 07' 55" E - 880.05'

Cabernet Way

Pinot Blvd.

Zinfandel Blvd.

L=33.92', R=5000.000'
Δ=000° 23' 19"
LCB=S 12° 03' 51" W
LC = 33.92'

Shiraz Blvd.

NOTES

1. BEARINGS BASED ON U.S. STATE PLANE OF 1983 - TEXAS NORTH ZONE UTILIZING THE CITY OF AMARILLO GPS CONTROL NETWORK.
2. DISTANCES SHOWN ARE GROUND DISTANCES.
3. GRID TO GROUND SCALE FACTOR: 1.0002507

1" = 200'

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Richard E. Johnson, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, and to the best of my knowledge and belief, the said description is true and correct.

COUNTY OF COLLINGSWORTH :

IN WITNESS THEREOF, my hand and seal, this the 17th day of July, A.D., 2017.

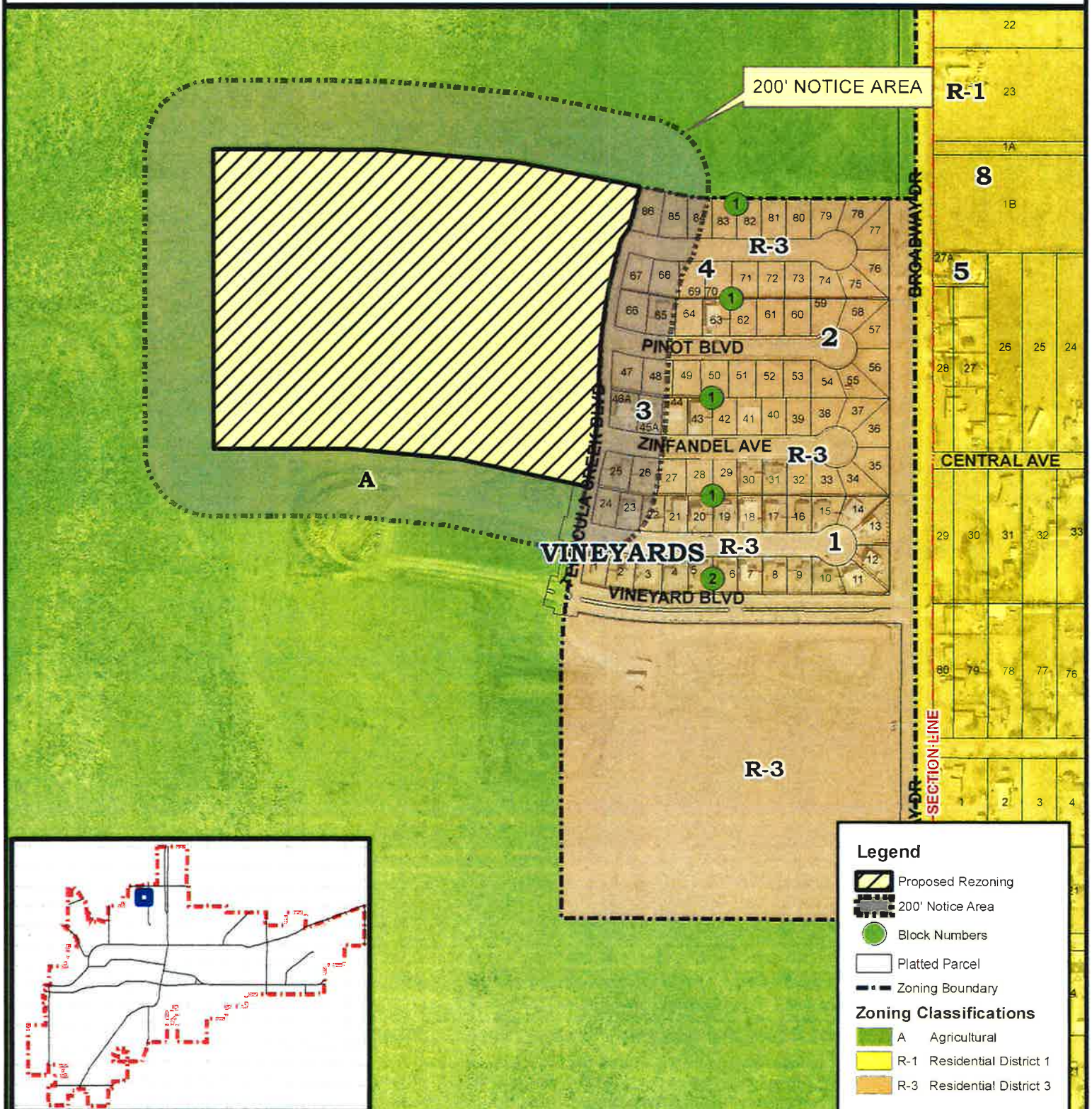


Richard E. Johnson
Richard E. Johnson
Registered Professional
Land Surveyor #4263

A Plat of 24.37 Acres out of Section 191,
Block 2, A. B. & M. Survey,
Potter County, Texas

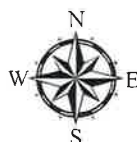
SCALE: 1" = 200'	Firm No. 10090900	DRAWN BY: JA
DATE: 07/13/17		FILE NAME:
		808-352-7117
OJD Engineering, Inc.		2420 Lakeview Drive
Consulting Engineers & Surveyors		Amarillo, Texas 79109
Rezone from Ag to R-3		DRAWING NUMBER

CASE Z-17-19
REZONING FROM AGRICULTURAL DISTRICT (A)
TO RESIDENTIAL DISTRICT 3 (R-3)



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1 inch = 400 feet
Date: 7/21/2017



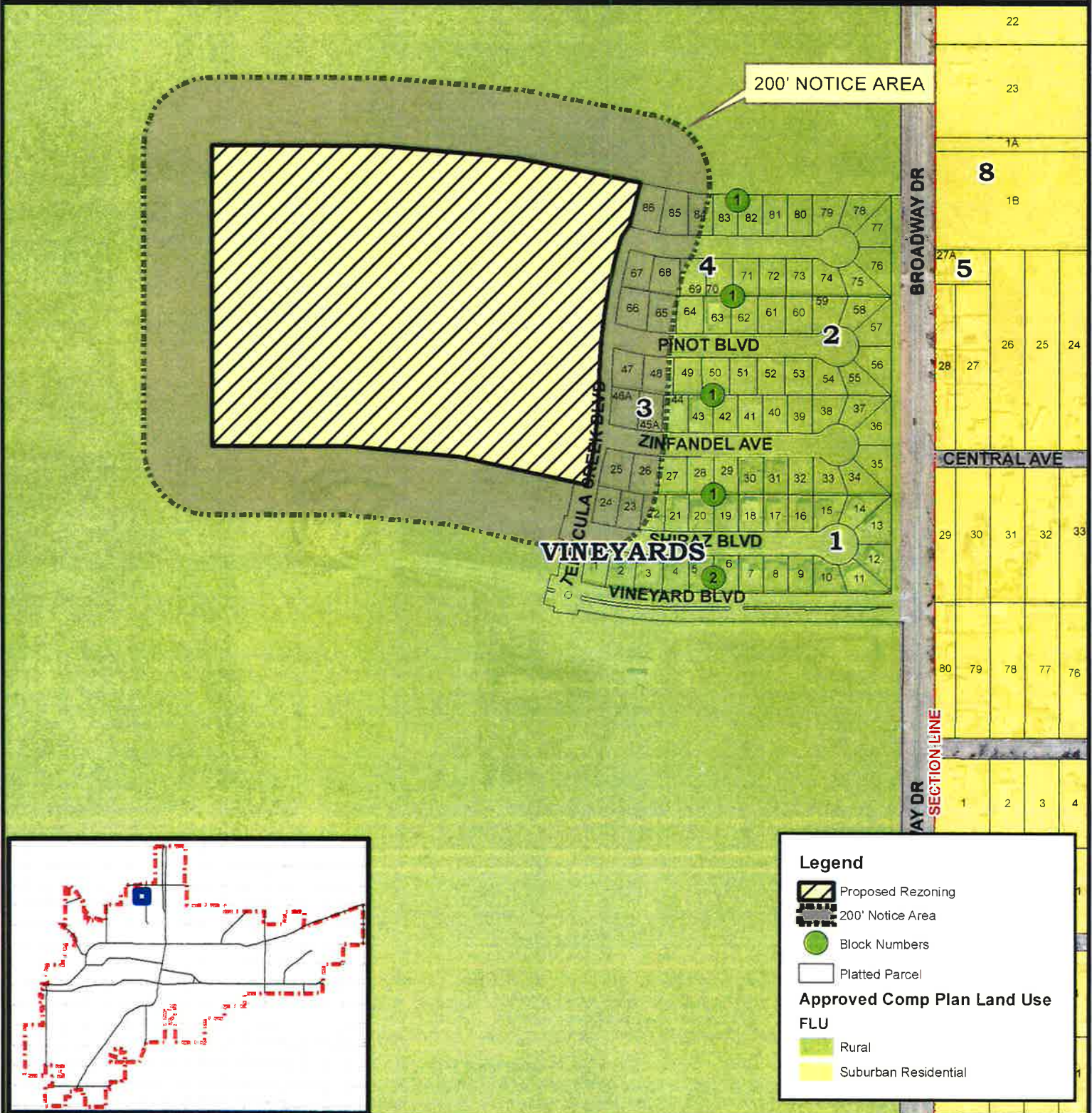
Rezoning of a 24.37 acre tract of land in Section 191, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agriculture District (A) to Residential District 3 (R-3).

Applicant: Che Shadle

Vicinity: Temecula Creek Blvd. & Cabernet Way

DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.

CASE Z-17-19
REZONING FROM AGRICULTURAL DISTRICT (A)
TO RESIDENTIAL DISTRICT 3 (R-3)



CITY OF AMARILLO
PLANNING DEPARTMENT

Rezoning of a 24.37 acre tract of land in Section 191, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agriculture District (A) to Residential District 3 (R-3).

Applicant: Che Shadle

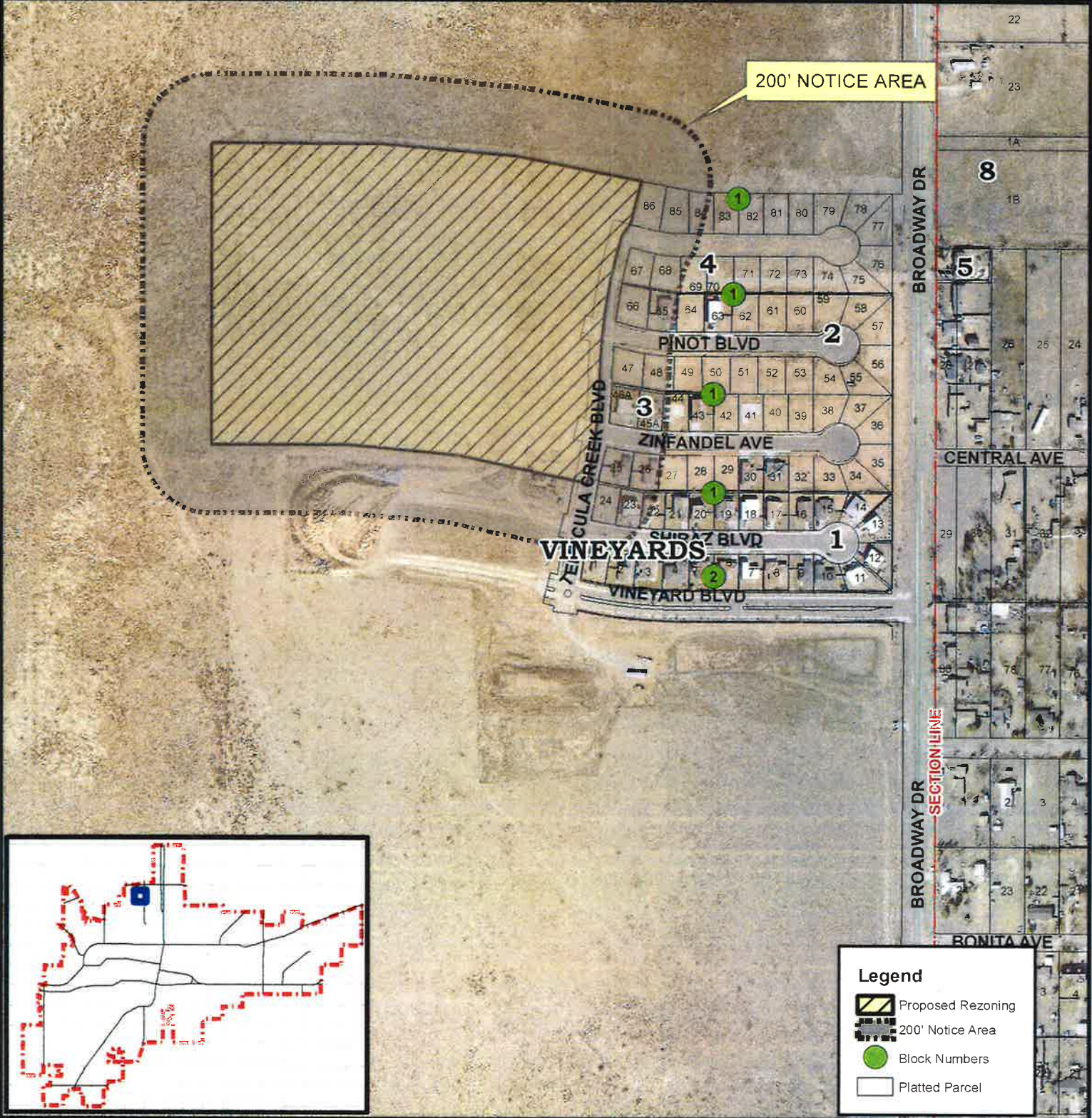
Vicinity: Temecula Creek Blvd. & Cabernet Way

Scale: 1 inch = 400 feet
Date: 7/21/2017



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CASE Z-17-19
REZONING FROM AGRICULTURAL DISTRICT (A)
TO RESIDENTIAL DISTRICT 3 (R-3)



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 400 feet
Date: 7/21/2017



Rezoning of a 24.37 acre tract of land in Section 191, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agriculture District (A) to Residential District 3 (R-3).

Applicant: Che Shadle

Vicinity: Temecula Creek Blvd. & Cabernet Way



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 22, 2017	Council Priority	
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Department	Planning	Contact Person	AJ Fawver, Planning Director
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Agenda Caption

AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, POTTER COUNTY, TEXAS, ON PETITION OF PROPERTY OWNER, TERRITORY GENERALLY DESCRIBED AS A 154.68 ACRE TRACT LOCATED NORTHWEST OC THE CITY NORTHWEST OF THE INTERSECTION OF RAVENWOOD DRIVE AND TASCOSA RD (RM 1061), AND EXTENDING NORTH/NORTHWEST ADJACENT TO THE WESTERNMOST LINE OF TASCOSA RD (RM 1061) FOR A DISTANCE OF 5,562', AND OUT OF AN 883.57 ACRE TRACT SITUATED IN SECTION 24, BLOCK 9, B.S.&F. SURVEY; DESCRIBING THE TERRITORY ANNEXED; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; APPROVING A SERVICE PLAN THEREFORE; SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; PROVIDING RIGHTS AND PRIVILEGES AS WELL AS DUTIES AND RESPONSIBILITIES OF INHABITANTS OF SAID TERRITORY; DIRECTING THE FILING OF THE ORDINANCE IN THE MANNER REQUIRED BY LAW; DIRECTING NOTICE TO SERVICE PROVIDERS AND STATE AGENCIES; PROVIDING A SEVERABILITY CLAUSE; DECLARING COMPLIANCE WITH OPEN MEETINGS ACT; AND, PROVIDING AN EFFECTIVE DATE

Agenda Item Summary

Background

City staff was presented with a petition for annexation of the property described above in 2016. Some issues related to the specific description of property, in order to meet requirements outlined in state law, were addressed and worked through with the applicant. Once the petition was completed, City staff met with the applicant and provided options for proceeding with the annexation.

The annexation is for property described above and specifically shown in the attached exhibits. The property in question is entirely vacant and the property owner is requesting annexation before proceeding with development of the property.

The existing conditions of the site are:

- 154.68 acres in size,
- Entirely vacant,
- No preliminary plan on file,
- No subdivision on file, and,
- The Future Land Use & Character (FLUC) map calls for an Agricultural future land use – though the applicant has demonstrated an interest in residential zoning with some commercial usage. This will necessitate a re-examination of the FLUC map for this area (applying all adopted land use policies and guidelines) by staff, with presentation to P&Z and City Council. It is anticipated this could be done either right before or simultaneously with the rezoning application.

Amarillo City Council

Agenda Transmittal Memo



Attachments
1. Map of subject property
2. Municipal Service Plan, approved by City Attorney’s office
3. Annexation ordinance, approved by City Attorney’s office

Requested Action
Consider and take action to either approve or deny this ordinance to annex the property described in the caption above.

Funding Summary
N/A

Community Engagement Summary
As required by the Local Government Code, Section 43.0561, written notices were sent to utility companies, the property owner, and ISDs in the area.
Public notice was published in a newspaper of general circulation, notifying the public of the July 18 th public hearing, while a second notice notified the public of the August 1 st public hearing. Public notices for each of these dates were also published to the City of Amarillo’s website. The same was required of and executed for this introduction and first reading of an ordinance.

Staff Recommendation
Staff recommends approval of this item, as presented.

ORDINANCE NO. 7278

AN ORDINANCE ANNEXING INTO THE CITY OF AMARILLO, POTTER COUNTY, TEXAS, ON PETITION OF PROPERTY OWNER, TERRITORY GENERALLY DESCRIBED AS A 154.68 ACRE TRACT LOCATED NORTHWEST OF THE CITY NORTHWEST OF THE INTERSECTION OF RAVENWOOD DRIVE AND TASCOSA RD (RM 1061), AND EXTENDING NORTH/NORTHWEST ADJACENT TO THE WESTERNMOST LINE OF TASCOSA RD (RM 1061) FOR A DISTANCE OF 5,562', AND OUT OF AN 883.57 ACRE TRACT SITUATED IN SECTION 24, BLOCK 9, B.S.&F. SURVEY; DESCRIBING THE TERRITORY ANNEXED; FINDING THAT ALL NECESSARY AND REQUIRED LEGAL CONDITIONS HAVE BEEN SATISFIED; PROVIDING FOR AMENDMENT OF THE BOUNDARIES AND OFFICIAL MAP OF THE CITY; APPROVING A SERVICE PLAN THEREFORE; SUBJECTING THE PROPERTY SITUATED THEREIN TO BEAR ITS PRO RATA PART OF TAXES LEVIED; PROVIDING RIGHTS AND PRIVILEGES AS WELL AS DUTIES AND RESPONSIBILITIES OF INHABITANTS OF SAID TERRITORY; DIRECTING THE FILING OF THE ORDINANCE IN THE MANNER REQUIRED BY LAW; DIRECTING NOTICE TO SERVICE PROVIDERS AND STATE AGENCIES; PROVIDING A SEVERABILITY CLAUSE; DECLARING COMPLIANCE WITH OPEN MEETINGS ACT; AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Amarillo, Texas is a home-rule municipality authorized by State law and the City Charter to extend its boundaries and to annex area adjacent and contiguous to its corporate limits; and,

WHEREAS, the City of Amarillo's policy is not to pursue involuntary annexations; and,

WHEREAS, annexation enables communities to encompass property at or before development occurs, and development is planned for this property as expressed by the petitioner; and,

WHEREAS, these statements substantiate that surrounding the area is in the public interest, as outlined in Local Government Code Section 43.057, permitting annexation that surrounds an area when a finding is made that doing so is in the public interest; and,

WHEREAS, pursuant to Texas Local Government Section 43.028, the owners of the property described in Exhibit A (hereinafter the "Area") have petitioned the City Council in writing to annex this area into the corporate limits of the City of Amarillo; and,

WHEREAS, the Area is one-half mile or less in width and vacant, without residents; and,

WHEREAS, a service plan has been prepared that provides for the extension of appropriate municipal services to the Area, outlined in Exhibit B, attached hereto and made a part hereof for all purposes; and the City of Amarillo is able to provide such services by any of the methods by which the City extends the services to any other area of the City; and,

WHEREAS, the notice, publication, time periods and other procedural requirements of Chapter C-1 of the Texas Local Government Code have been complied with, including with respect to this annexation that three public hearings have been held at which persons interested in annexation of the Area into the corporate limits of the City were given the opportunity to be heard, the first on July 18th of 2017, the second on August 1st of 2017, and the third on August 22nd of 2017; and,

WHEREAS, the hereinafter described properties and territory lies within the extraterritorial jurisdiction of the City of Amarillo;

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

SECTION 1. Findings of Fact. All of the above premises are hereby found to be true and correct and are incorporated into the body of this ordinance as if fully set forth.

SECTION 2. Annexation. The Area described in Exhibit A, attached hereto and incorporated herein for all purposes, is hereby added and annexed into the City of Amarillo, Texas, and said Area shall hereafter be included within the corporate limits of the City of Amarillo, and the present boundary lines of said City, are hereby altered, extended and amended so as to include said Area within the corporate limits.

SECTION 3. Amendment of Boundaries and Official Map. The official map and boundaries of the City of Amarillo, Texas, heretofore adopted and amended, shall be and are hereby amended so as to include the aforementioned annexed Area.

SECTION 4. Service Plan. The service plan attached hereto as Exhibit B is hereby approved and is incorporated herein for all purposes. The City of Amarillo makes an affirmative determination that this service plan provides for services to the annexed Area which are comparable to other areas within the City of Amarillo with similar land utilization, population density and topography. It is further found that those characteristics of land use, population density and topography which distinguish this Area from other areas of San Angelo are considered a sufficient basis for providing a different level of services in the annexed Area.

SECTION 5. Pro Rata Share of Taxes. The annexed Area, being a part of the City of Amarillo for all purposes, the property situated herein shall bear its pro rata part of taxes levied by the City of Amarillo.

SECTION 6. Rights, Privileges and Duties of Inhabitants. The inhabitants of the annexed Area shall be entitled to the rights and privileges of the other citizens of the City of Amarillo and shall be bound by the Charter, Ordinances, Resolutions and other regulations of the City of Amarillo.

SECTION 7. Filing of Ordinance. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Potter County, Texas, the County Tax Assessor of Potter County, Texas, the Potter County Appraisal District, The Texas Secretary of State, the Census Bureau, the Texas Department of Insurance, the Texas Public Utility Commission, the Texas Comptroller of Public Accounts, and all local utility companies, in the manner required by law.

SECTION 8. Severability. If any part, provision, section, subsection, sentence, clause or phrase of this ordinance (or the application of same to any person or set of circumstances) is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining parts of this ordinance (or their application to other persons or sets of circumstances) shall not be affected thereby, it being the intent of City Council in adopting this ordinance, that no part thereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality of any other part hereof, and all provisions of this ordinance are declared to be severable for that purpose.

SECTION 9. Open Meeting Act Compliance. The City Council for the City of Amarillo hereby finds and declares that the meetings at which this ordinance was introduced and finally passed were open to the public as required

by law and that public notice of the time, place and purpose of said meetings was given as required by the Open Meetings Act, Chapter 551 of the Texas Local Government Code.

SECTION 10. Effective Date. This ordinance will become effective on the day of its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 22nd day of August, 2017; and PASSED on Second and Final Reading on this the 29th day of August, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

Amarillo City Council

Agenda Transmittal Memo



Process to Date

In reaching agreement on proceeding with the petition, the following calendar of annexation proceedings was adopted, as prescribed under Chapter 43 of the Local Government Code.

First public hearing	July 18, 2017
Second public hearing	August 1, 2017
Introduction of annexation ordinance, on first reading	August 22, 2017
Adoption of annexation ordinance, on second reading	August 29, 2017

Local Government Code Guidance

The Local Government Code authorizes cities to annex sparsely occupied areas on petition of the area's landowner(s). This section (43.028) applies to the annexation of areas that meet the following criteria:

- 1) Is one-half mile or less in width;
- 2) Is within the ETJ (Extra-Territorial Jurisdiction) of the city;
- 3) Is vacant and without residents or on which fewer than three qualified voters reside;
- 4) Is contiguous to the annexing city.

The Local Government Code further allows cities to pursue an annexation that causes an area to be surrounded by the annexing city but would not include that area within the city, when a finding is made that surrounding the area is in the public interest. This section (43.057) applies in this instance, as the property immediately to the southeast of this annexation area (or immediately northwest of the intersection of Tascosa Rd and Ravenwood Dr) is not currently proposed for annexation, and the property owner has declined an offer of development agreement. In this case, staff asserts that there is a public interest in proceeding as proposed, especially in light of:

- the City of Amarillo's policy is not to pursue involuntary annexation;
- annexation enables communities to encompass property at or before development occurs, making this a prudent decision as knowledge exists that the property proposed for annexation is intended to be developed in the near future.

Staff does recommend that the neighboring property be annexed in conjunction with development or prior to, when any development application is received for the property.

Service Plan

Section 43.056 of the Local Government Code requires preparation of a service plan, detailing what services shall be provided, when, and how (see attachment 2, prepared in June of this year). While this plan is more detailed, here is a short summary of its main features:

- Existing services to this area: None.
-

Amarillo City Council

Agenda Transmittal Memo



- Services to be provided at the effective date of annexation and thereafter, consistent with other parts of the city:
 1. fire response,
 2. fire inspection,
 3. police patrols,
 4. building permitting & inspection,
 5. code enforcement,
 6. zoning and planning services,
 7. administration of ordinances,
 8. library privileges,
 9. animal control services,
 10. health regulation enforcement,
 11. drainage inspection, and
 12. solid waste collection.
- Services to be provided in accordance with related and adopted policies and plans as deemed appropriate:
 1. maintenance to future streets and alleys upon acceptance of those improvements,
 2. maintenance to future drainage upon acceptance,
 3. coordination of street lighting,
 4. traffic control devices,
 5. extensions of water service,
 6. extensions of sanitary sewer service, and
 7. transit services.

City of Amarillo Costs

It is anticipated that the following costs would be borne by the City of Amarillo in association with this annexation as proposed:

- Streets - a possible 50% contribution for the future extension of Coulter to the west. This would be subject to funding; if no funding is available at the time the extension is necessary, a developer agreement would be utilized, requiring the developer to bear the up-front costs and later receiving a refund equal to the City's share. All other streets internal to the development would be 100% paid by the developer.
- Drainage – no contribution by the City, other than maintenance after acceptance.
- Water – no cost; water is already located in right-of-way for Tascosa Rd. Any extensions would be paid by the developer.
- Sanitary Sewer – sewer main extension to serve this area is already budgeted for in FY 19/20 in conjunction with the 2007 Northwest Sewer System Evaluation. Any obtaining of easements for connection to this main, and the connection itself, would be paid by the developer.
- Other Services – all other departments have reported the ability to absorb the extension of services into their existing operating budgets.

PROPOSED ANNEXATION

**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1" = 500'
Date: 12-20-16
Case No:

AP: I-10 & J-10

CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 500'
Date: 12-20-16
Case No:



Case No:



DISCLAIMER: The City of Amarillo is providing this information as a public service. The information shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable; the City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 11, located at 2401 N Coulter. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention and fire inspection activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Potter County Sheriff's Office. However, upon annexation, the City of Amarillo Police Department (APD) will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide code enforcement services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Amarillo, Department of Building Safety.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Amarillo's Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Amarillo's Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The Bi-City-County Health District will implement the enforcement of the City of Amarillo's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Health Department personnel and within the current budget appropriation. In addition, Animal Control services will be provided to the area as needed.

STREETS

Existing Services: None

Services to be Provided: There are no existing streets or alleys within the area of annexation. Developers and other parties will provide streets and alleys at their own expense. Construction of all streets and alleys shall comply fully with City of Amarillo Street Standard Specifications. Maintenance to any future street and alley facilities will be provided by the City upon acceptance of that street or alley by the City at the completion of the required warranty period. Any future maintenance will require a budget increase, based upon the number of lane miles of streets and alleys installed as part of future development. Future consideration for the continuation of Coulter Street to the west will be part of future development discussions.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be jointly inspected by the Capital Projects and Public Works Department at time of completion. Construction of all storm water drainage facilities shall comply fully with City of Amarillo Specifications. The City will then maintain the drainage upon approval.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Amarillo Traffic Engineering Department will coordinate any request for improved street lighting with the local electric provider in accordance with City of Amarillo Lighting Standards.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: After the effective date of annexation, the City of Amarillo Traffic Engineering Department will provide additional traffic control devices deemed necessary by that Department.

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable City Codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances. Water service is currently provided within the right-of-way for Tascosa Rd.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable City codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: After annexation, solid waste collection shall be provided to the area of annexation in accordance with the present City ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

TRANSIT

Existing Services: None

Services to be Provided: Transit services shall be provided to the area of annexation as deemed appropriate by the City of Amarillo and in accordance with the related and adopted studies and plans.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Amarillo's established policies governing extension of municipal services to newly annexed areas.



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 22, 2017	Council Priority	
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Department	City Manager Michelle Bonner, Assistant City Manager
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Agenda Caption

RESOLUTION – APPROVAL OF AMARILLO CONVENTION AND VISITOR COUNCIL 2017/2018 BUDGET:

This resolution approves the 2017/2018 Amarillo Convention and Visitor Council budget with funding from hotel/motel occupancy tax revenue collected within the City. The Amarillo Convention and Visitor Council performs tourism, convention and cultural events, promotions and recruitment efforts for the City.

Agenda Item Summary

This resolution approves the 2017/2018 fiscal year budget for the Amarillo Convention and Visitor Council.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The 2017/2018 fiscal year budget has been reviewed and approved for Council consideration by the Convention and Visitor’s Council at their July 26, 2017 meeting.

Staff Recommendation

Staff recommendation is to approve the 2017/2018 fiscal year budget for the Amarillo Convention and Visitor Council.

RESOLUTION NO. 08-22-17-_____
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS:
APPROVING EXPENDITURE OF HOTEL OCCUPANCY TAX
REVENUE BY THE AMARILLO CONVENTION AND
VISITOR COUNCIL FOR THE FISCAL YEAR OCTOBER 1,
2017 TO SEPTEMBER 30, 2018.

WHEREAS, the City of Amarillo desires to promote tourism and conventions for visitors to the City of Amarillo, and cultural events for the citizens of this City; and

WHEREAS, the City of Amarillo levies a tax upon hotel and motel room occupancy within the City as authorized by law for the promotion, solicitation, encouragement, and development of tourism and conventions for the City; and

WHEREAS, the Amarillo Convention and Visitor Council is an organization that, among other things, promotes such activities referred to above; and

WHEREAS, the Amarillo Convention and Visitor Council proposed a budget for fiscal year October 1, 2017 - September 30, 2018, and it has been filed with the City Secretary of the City of Amarillo; and

WHEREAS, after considering the proposed expenditures, other financial considerations, and public comments, the City Council finds that the proposed budget promotes tourism and the convention and hotel industry in the manner required by state law, and that same should be approved;

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

SECTION 1. That the budget as filed, together with any amendments made in public meeting, for the Amarillo Convention and Visitor Council for the expenditure of hotel/motel occupancy tax for the fiscal year October 1, 2017, to September 30, 2018, be and the same is hereby approved, together with any amendments made in public meeting at which it is considered.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 22nd day of August, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



2017-2018 OPERATING BUDGET PROPOSAL

Bottom Line

Income (HOT) \$2,242,506

Other Income \$5,000.00

TOTAL REVENUE \$2,247,506

TOTAL EXPENDITURES \$2,223,096

Surplus \$24,410



2017-2018 BUDGET DEFINITIONS

CVC support – administrative side of budget

Communications

- Fam/Site visits – individual or group travel writer tours of Amarillo
- Sales calls – media blitz, state-sponsored media missions
- Community Awareness – local costs for meetings
- Sales Tools – Meltwater (database, distribution network and analysis, Distribution newsletter system for Amarillo Tuesday morning newsletter)

Convention Development

- Community Awareness – Amarillo Area Tennis Association annual banner sponsorship, Amarillo Women's Network, Backyard Marketing, Chamber Mega Market, etc.
- Sales tools – Cvent lead system, DMAI MINT database, event impact calculator, lead prospecting company, Simpleview software expenses, TxMET (TACVB meetings database)
- Sales presentations – bid fees, presentation materials, meeting planners guide
- Sales calls – out of market calls, Amarillo sales calls/meetings

Convention Services

- Sales tools – nametags, signage, pens, plastic bags
- Financial assistance – helping groups with local facility costs that do not qualify for activity fund
- Transportation – helping groups with local transportation costs that do not qualify for activity fund

Tourism

- Community Awareness – Yellow City Certified program plus additional hospitality front line training
- IPW – formerly International Pow Wow, US Travel Association show featuring international tour operators, travel writers, etc. gathering annually in the US.
- Tour Development – this year's focus is on Route 66.
- Literature – visitor guides

Film

- Support Texas Film Office trade shows

Arts

- Golden Nail – annual arts award program
- Arts Projects – grants to local arts entities

Advertising

- Sales tools – Research concerning advertising, media placements, local hotel occupancy and rate data, our Visit Widget app. (Visit Amarillo in the app store)
- Advertising – actual ad placements
- Certified Display – a service that distributes our visitor guides and/or rack cards throughout the region.

Special Projects

- Support for local pro teams, unplanned sponsorships and signs for Route 66 Historic Corridor.

YEAR: **Fy2017**
SCENARIO: **Dept Req**
FORMAT: **Chamber Columns**

95161 CVC Support
Expenditures Chamber

PERIOD ENDING: **FEB**
CURRENCY: **USD**
UNITS: **1**

DESCRIPTION	Actual 2015	Budget FY2016	DeptRequest FY2017
41100 Salaries and Wages	505,113	561,025	549,998
41300 Incentive	0	50,000	30,000
41620 Unscheduled	2,709	10,000	0
41860 Chamber Health	63,677	86,400	90,000
41870 Chamber Long Term Care	674	2,000	2,000
42010 Social Security - Medica	7,124	8,860	7,975
42020 Social Security - OASDI	30,015	37,814	33,930
42135 Chamber Retirement	45,605	59,710	55,000
42300 State Unemployment	3,428	479	5,277
42310 Federal Unemployment	388	500	500
42400 Workers Compensation	2,249	4,766	4,290
41000 Personal Services	660,983	821,554	778,970
51110 Office Expense	14,399	10,000	10,000
51970 Software	0	5,000	5,000
52300 Unassigned	11,618	0	0
51000 Supplies	26,017	15,000	15,000
61100 Communications Billing	17,039	18,000	15,000
[Entity] Budget Detail Desc. Total			
[95161] Dan Oct 30			15,000
[95161] Kashlon March 8			0
[95161] Tina Mardh 30			0
[95161] Ashley March 30			0
[95161] Hollie June 17			0
Total			15,000
61200 Postage	15,086	25,000	20,000
63140 Audit Fee	0	0	10,000
68620 Computer Equipment	27,423	22,000	15,000
[Entity] Budget Detail Desc. Total			
[95161] Hollie			15,000
[95161] Mary R			0
[95161] Kendra			0
Total			15,000
68680 Other Equipment	870	6,000	5,000
69100 Rental Land & Buildings	22,624	19,810	19,810
69310 Vehicle Lease	9,355	11,160	7,205
60000 Contractual Services	92,396	101,970	92,015
75200 Mileage	4,333	4,000	5,000
76000 Depreciation	9,488	5,196	5,000
78455 Chamber Finance Fixed OH	65,932	83,979	83,979
78460 Presidents Office OH	112,890	118,533	118,533
78465 General OH	51,375	54,744	54,744
70000 Other Charges	244,018	266,452	267,256
TEXPENSES Total Expenses	1,023,414	1,204,976	1,153,241

YEAR: Fy2017
SCENARIO: Dept Req
FORMAT: Chamber Columns

95162 CVC Communications
Expenditures Chamber

PERIOD ENDING: FEB
CURRENCY: USD
UNITS: 1

DESCRIPTION	Actual 2015	Budget FY2016	DeptRequest FY2017	
78570 FAM/Site Visits	10,312	7,500	8,000	
[Entity] Budget Detail Desc.	Note			Total
[95162] Validated (7/19/2016)				0
[95162] TX Top to Bottom				3,500
[95162] Individual				3,500
[95162] Help a Reporter Out				1,000
[95162] California				0
Total				8,000
78580 Community Awareness	0	0	1,000	
[Entity] Budget Detail Desc.	Note			Total
[95162] ??				0
[95162] Hospitality				1,000
Total				1,000
78600 Professional Organizatio	0	0	3,550	
[Entity] Budget Detail Desc.	Note			Total
[95162] ??				0
[95162] AAF-Amarillo				800
[95162] TACVB				1,200
[95162] TTIA				1,200
[95162] Hist Route 66 Assoc				100
[95162] Partners in Palo Duro				100
[95162] Texas Outdoor Writers Assoc				150
Total				3,550
78640 Trade Organizations/Show	0	0	7,650	
[Entity] Budget Detail Desc.	Note			Total
[95162] ??				0
[95162] Public Relations Society of America				300
[95162] Society of American Travel Writers				4,000
[95162] Travel Media Showcase				3,350
Total				7,650
78980 Sales Tools	0	0	10,600	
[Entity] Budget Detail Desc.	Note			Total
[95162] ??				0
[95162] MeltWater				7,000
[95162] Distribion				3,600
[95162] Misc				0
Total				10,600
79160 Photography	8,553	9,500	12,000	
[Entity] Budget Detail Desc.				Total
[95162] Chute				10,000
[95162] Still				2,000
[95162] Video				0
[95162] CleanPix				0
Total				12,000

PERIOD ENDING: FEB
CURRENCY: USD
UNITS: 1

DESCRIPTION	Actual 2015	Budget FY2016	DeptRequest FY2017
79410 Sales Calls	2,992	0	4,000
[Entity] Budget Detail Desc:	Note		Total
[95162] ??			0
[95162] Media Blitz			1,000
[95162] Panhandle Days			0
[95162] Texas Media Mission			3,000
Total			4,000
78500 Program Expenses	21,856	17,000	46,800
TEXPENSES Total Expenses	21,856	17,000	46,800

YEAR: FY2017
 SCENARIO: Dept Req
 FORMAT: Chamber Columns

95163 CVC Convention Development
 Expenditures Chamber

PERIOD ENDING: FEB
 CURRENCY: USD
 UNITS: 1

DESCRIPTION	Actual 2015	Budget FY2016	DeptRequest FY2017	
78530 Special Projects	195	0	0	
[Entity] Budget Detail Desc.	Note		Total	
[95163] Sports Commission				0
Total				0
78570 FAM/Site Visits	8,232	13,400	11,000	
[Entity] Budget Detail Desc.	Note		Total	
[95163] Convention Development		\$735 per site visit X goal of 15 site visits		11,000
Total				11,000
78580 Community Awareness	12,095	0	10,300	
[Entity] Budget Detail Desc.	Note		Total	
[95163] AMA Business Women		AG membership \$65; Lunches \$15 ea x 2 ppl x 12 mo		500
[95163] AMA Women's Network		Lunches, TB membership and ad		300
[95163] Backyard Marketing		Increased from \$4800 to \$8000 for access to search their database		8,000
[95163] Hotel/Partner Visits		Semi Annual Visits vs. monthly		1,000
[95163] Partner Training		2X this year w/ meeting/sports		500
Total				10,300
78600 Professional Organizatio	0	0	19,300	
[Entity] Budget Detail Desc.	Note		Total	
[95163] DMAI Sales Summit		Registration (1)		400
[95163] DMAI Sales Summit		Travel (1)		1,500
[95163] Simpleview Summit		Registration (1); TB's is comp		1,100
[95163] Simpleview Summit		Travel (2)		3,000
[95163] TACVB Annual		Registration \$450 (3)		1,350
[95163] TACVB Annual		Travel (3)		3,850
[95163] TACVB Board		Travel (2)		1,000
[95163] TACVB Summit		Registration & Travel (3), est.		3,000
[95163] TTIA Summit		Registration (2)		800
[95163] TTIA Summit		Travel (2)		1,800
[95163] TTIA Unity Dinner		Travel (2)		1,500
Total				19,300
78640 Trade Organizations/Show	0	0	101,400	
[Entity] Budget Detail Desc.	Note		Total	
[95163] CMCA		Registration (1)		2,000
[95163] CMCA		Travel (1)		2,000
[95163] CMCA		Annual Membership		250
[95163] Connect Association		Registration (1)		4,000
[95163] Connect Association		Travel (1)		1,000
[95163] Connect Corporate		Registration (1)		4,000
[95163] Connect Corporate		Travel (1)		1,000
[95163] Connect Faith		Registration (1)		4,000
[95163] Connect Faith		Travel (1)		2,000
[95163] Connect Specialty		Registration (1)		4,000
[95163] Connect Specialty		Travel (1)		2,000
[95163] Connect Sports		Registration (1)		3,500
[95163] Connect Sports		Travel (1)		2,000

YEAR: **Fy2017**
 SCENARIO: **Dept Req**
 FORMAT: **Chamber Columns**

**95163 CVC Convention Development
 Expenditures Chamber**

PERIOD ENDING: **FEB**
 CURRENCY: **USD**
 UNITS: **1**

[95163] Connect Texas	Registration (1)	3,550
[95163] Connect Texas	Name Badge Sponsorship	10,000
[95163] Connect Texas	Travel (1)	1,200
[95163] FEA	Membership New	500
[95163] FEA	Registration (1)	300
[95163] FEA	Travel (1)	1,500
[95163] NASC	Membership Dues	800
[95163] NASC CSEE Courses	Online CSEE Course (1)	400
[95163] NASC Market Segment Meetings	Registration (Includes CSEE Credit) (1)	500
[95163] NASC Market Segment Meeting	Travel (1)	1,000
[95163] PYM Live	Registration (1)	3,500
[95163] PYM Live	Travel (1)	1,500
[95163] RCMA Emerge	Travel (1)	1,600
[95163] RCMA Emerge	Registration (1)	2,500
[95163] RCMA Emerge	Team Texas Sponsorship	1,200
[95163] RCMA Membership	Annual Dues	200
[95163] Rendezvous South	Registration \$3500 for team (3) + \$1500 sponsorship	5,000
[95163] Rendezvous South	Travel (3)	4,500
[95163] Southwest Showcase	Booth Registration	1,200
[95163] Southwest Showcase	Travel & expenses (2)	4,000
[95163] Southwest Showcase	Breakfast & Breaks Sponsorship	2,000
[95163] TSAE Celebration Lunch	Sponsorship - part of total \$15k	1,500
[95163] TSAE Celebration Lunch	Travel (1)	500
[95163] TSAE Membership	Membership \$395ea (TB, HH,	1,200
[95163] TSAE New Ideas Conf	Travel (1)	1,500
[95163] TSAE New Ideas Conf	Bonus Bag Sponsorship	2,500
[95163] TSAE New Ideas	Elevator Sponsorship	3,500
[95163] TSAE Summer/Top Golf	Club House Sponsorship - part of \$15k pkg	7,500
[95163] TSAE Summer/Top Golf	Travel (4)	4,000
[95163] TSAE Summer/Top Golf	Centerpieces/Decor	500
Total		101,400

YEAR: Fy2017
SCENARIO: Dept Req
FORMAT: Chamber Columns

95163 CVC Convention Development
Expenditures Chamber

PERIOD ENDING: FEB
CURRENCY: USD
UNITS: 1

DESCRIPTION	Actual 2015	Budget FY2016	DeptRequest FY2017
78980 Sales Tools	0	0	81,150
[Entity] Budget Detail Desc.	Note		Total
[95163] Cvent	1-diamond listing + copy - lowest package avail; special rate \$4655 july 2017 renewal and standard rate of \$7000		5,800
[95163] DMAI Tools	Mint/Empowermint		7,350
[95163] DMAI Tools	Event Impact Calculators (\$2750 Meetings, \$2200 Sports, \$2200 Festivals and Culture; \$5500 for whole bundle)		5,500
[95163] SDR	Prospecting Program		25,000
[95163] Simpleview CRM	Annual CRM Hosting Fee		16,500
[95163] Simpleview CRM	DMAI Event Impact Integration		1,500
[95163] Simpleview CRM	Outlook Integration		1,500
[95163] Simpleview CRM	Cvent Integration		2,000
[95163] Simpleview CRM	Bid Book/Collateral Generator		15,500
[95163] TxMet	Annual subscription		500
Total			81,150
79080 Sales Presentations	2,679	29,000	23,000
[Entity] Budget Detail Desc.	Note		Total
[95163] Anticipated	Bid fees, presentation materials, bid books, etc		15,000
[95163] Austin	Planner Event		5,000
[95163] Collateral	folders and slicks or MPG		3,000
Total			23,000
79090 Specialty Advertising	0	0	22,300
[Entity] Budget Detail Desc.	Note		Total
[95163] Local Promo Items	Est 1560 pieces @ \$5 ea		7,800
[95163] Appointment Gifts	330 appt at \$15 ea		5,000
[95163] Tradeshow booth items	1 show - 200 pieces at \$10		2,000
[95163] Special Event Promo	TSAE Top Golf Team Shirts \$25 x 20		500
[95163] Special Event Promo	TSAE Top Golf Planner Gifts x		2,000
[95163] Special Event Promo	TSAE Bonus Bag items		2,000
[95163] Special Event Promo	OOM Sales Missions 15 appt x 3 SM x 2 = 90 x \$20		1,800
[95163] Staff Logo Apparel	4 staff x 6 shirts x \$50		1,200
Total			22,300
79410 Sales Calls	9,193	0	14,000
[Entity] Budget Detail Desc.	Note		Total
[95163] Assn Out of Market	2 trips, est. \$1500 ea		3,000
[95163] DOS Out of Market	2 trips		3,000
[95163] Local Calls	Ama Drive Market		5,000
[95163] SMERF Out of Market	2 trips		3,000
Total			14,000

YEAR: **Fy2017**
SCENARIO: **Dept Req**
FORMAT: **Chamber Columns**

95163 **CVC Convention Development**
Expenditures Chamber

PERIOD ENDING: **FEB**
CURRENCY: **USD**
UNITS: **1**

DESCRIPTION	Actual 2015	Budget FY2016	DeptRequest FY2017
78500 Program Expenses	32,393	42,400	282,450
TEXPENSES Total Expenses	32,393	42,400	282,450

YEAR: FY2017
 SCENARIO: Dept Req
 FORMAT: Chamber Columns

95164 CVC Convention Services
 Expenditures Chamber

PERIOD ENDING: FEB
 CURRENCY: USD
 UNITS: 1

DESCRIPTION	Actual 2015	Budget FY2016	DeptRequest FY2017
67600 Temporary Labor	0	500	0
60000 Contractual Services	0	500	0
78570 FAM/Site Visits	1,462	1,500	2,000
78580 Community Awareness	0	0	200
[Entity] Budget Detail Desc.			Total
[95164] Christmas cookies for vendors 200			200
Total			200
78600 Professional Organizatio	0	0	3,500
[Entity] Budget Detail Desc.			Total
[95164] ESPA Annual Convention 2,200			3,500
[95164] TACVB Annual 1,300			0
Total			3,500
78640 Trade Organizations/Show	0	0	2,000
[Entity] Budget Detail Desc.			Total
[95164] Albuquerque Balloon Fiesta 2,000			2,000
Total			2,000
78980 Sales Tools	0	0	11,500
[Entity] Budget Detail Desc.			Total
[95164] Nametag material 3,000			11,500
[95164] Pens 3,500			0
[95164] Welcome sign materials 2,000			0
[95164] Plastic bags 3,000			0
Total			11,500
79090 Specialty Advertising	0	0	33,000
[Entity] Budget Detail Desc.			Total
[95164] Boot pins 17,000			33,000
[95164] VIP bags 3,000			0
[95164] Bandannas 4,000			0
[95164] VIP Gifts total 3,275			0
[95164] Koozies 2,200			0
[95164] Lanyards 2,000			0
[95164] Lens cloths 1,000			0
[95164] Prime Service Award 125			0
[95164] Prime Service Supplis 200			0
Total			33,000
79100 Specialty Printing	0	2,000	0
79110 Financial Assistance	0	7,600	0
79320 Transportation	10,294	10,000	10,000
[Entity] Budget Detail Desc.			Total
[95164] Xcel SWPP 2,000			10,000
[95164] Xcel Lineman Rodeo 1,000			0
[95164] Texas Cattle Feeders 1,000			0
[95164] Public Funds Investment Training 2,000			0
[95164] District 5730 Annual Convention 4,000			0

YEAR: Fy2017
SCENARIO: Dept Req
FORMAT: Chamber Columns

95164 CVC Convention Services
Expenditures Chamber

PERIOD ENDING: FEB
CURRENCY: USD
UNITS: 1

Total	10,000
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YEAR: **Fy2017**
SCENARIO: **Dept Req**
FORMAT: **Chamber Columns**

95164 CVC Convention Services
Expenditures Chamber

PERIOD ENDING: **FEB**
CURRENCY: **USD**
UNITS: **1**

DESCRIPTION	Actual 2015	Budget FY2016	DeptRequest FY2017
78500 Program Expenses	11,756	21,100	62,200
TEXPENSES Total Expenses	11,756	21,600	62,200

YEAR: FY2017
SCENARIO: Dept Req
FORMAT: Chamber Columns

95165 CVC Tourism
Expenditures Chamber

PERIOD ENDING: FEB
CURRENCY: USD
UNITS: 1

DESCRIPTION	Actual 2015	Budget FY2016	DeptRequest FY2017
78570 FAM/Site Visits	569	1,500	1,000

[Entity] Budget Detail Desc.	Total
[95165] ??	1,000
Total	1,000

78580 Community Awareness	0	0	3,500
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[Entity] Budget Detail Desc.	Total
[95165] Yellow City Tour 2x 1500	3,000
[95165] TripAdvisor 500	500
Total	3,500

78600 Professional Organizatio	0	0	25,945
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[Entity] Budget Detail Desc.	Note	Total
[95165] TTIA Membership		2,625
[95165] Summit Registration		455
[95165] Summit Travel		1,200
[95165] Summit Spsorship		3,000
[95165] Unity Dinner Travel	Gary and Kashion	1,800
[95165] Unity Dinner Sponsorship	includes table registration	4,000
[95165] Travel and Tourism College Registration		795
[95165] Travel and Tourism College travel		2,000
[95165] TACVB Annual Registration	Kashion and Braley	770
[95165] TACVB Annual Travel	Kashion and Braley	2,500
[95165] TACVB Annual Sponsorship		2,000
[95165] USTA Membership Dues		2,400
[95165] ESTO Registration	(USTA)	900
[95165] ESTO Travel		1,500
Total		25,945

78640 Trade Organizations/Show	0	0	27,290
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[Entity] Budget Detail Desc.	Note	Total
[95165] SCMA Membership dues		200
[95165] NTA Membership dues		750
[95165] NTA Registration		1,595
[95165] NTA Team Texas Coop		750
[95165] NTA Travel		2,000
[95165] ABA Membership dues		665
[95165] ABA Registration		1,545
[95165] Team Texas Coop		750
[95165] ABA Giveaway	Beef Jerky	1,500
[95165] ABA Travel		2,000
[95165] Travel Alliance Partners	Guild dues	3,500
[95165] TAP Registartion		1,595
[95165] TAP Sponsorship		500
[95165] TAP Travel		1,800
[95165] Select Travel Membership dues		395
[95165] Select Travel Registration		1,795
[95165] Select Travel Travel		1,500
[95165] TTCC/Travel Fair Registration	Kashion and Braley	750
[95165] TTCC/TF giveaways	100 items and freight	1,500
[95165] TTCC/TF travel	Kashion and Braley	2,200
Total		27,290

YEAR: FY2017
SCENARIO: Dept Req
FORMAT: Chamber Columns

95165 CVC Tourism
Expenditures Chamber

PERIOD ENDING: FEB
CURRENCY: USD
UNITS: 1

DESCRIPTION	Actual 2015	Budget FY2016	DeptRequest FY2017
78650 Consumer Shows	0	0	6,400
[Entity] Budget Detail Desc. Note Total			
[95165] Albq Balloon Fiesta Travel		Braley and Stephanie	2,750
[95165] Abq Balloon Fiesta Team Texas Coop			650
[95165] McAllen Travel Show Travel			1,000
[95165] McAllen Travel Show booth and giveaways			2,000
Total			6,400
78680 TIA/POW WOW	0	6,000	10,000
[Entity] Budget Detail Desc. Note Total			
[95165] IPW Registration			2,000
[95165] IPW Travel			3,000
[95165] IPW Sponsorship		Texas Tourism Party	5,000
Total			10,000
78740 National Tourism Week	0	1,000	2,000
[Entity] Budget Detail Desc. Total			
[95165] Airport, Hotel and Attraction Appreciation events			1,200
[95165] Travel Rally lunch			800
Total			2,000
78960 Misc Meetings	280	500	500
78970 Tour Development	1,635	2,500	2,500
[Entity] Budget Detail Desc. Total			
[95165] Route 66 Focus			2,500
Total			2,500
79090 Specialty Advertising	0	0	4,200
[Entity] Budget Detail Desc. Note Total			
[95165] Promotional Giveaways for shows and sales calls			4,000
[95165] Logo shirts x4		Braley and Kashion	200
Total			4,200
79170 Literature	0	60,000	76,000
[Entity] Budget Detail Desc. Total			
[95165] Collateral			500
[95165] Visitor Guides			69,500
[95165] Attraction Maps			6,000
Total			76,000
79190 Certified Display	0	16,000	17,000
[Entity] Budget Detail Desc. Total			
[95165] Certified Folder contract			17,000
Total			17,000

DESCRIPTION	Actual 2015	Budget FY2016	DeptRequest FY2017
79220 Airport Booth	0	500	1,000
[Entity] Budget Detail Desc.			Total
[95165] Improvements to information wall			1,000
Total			1,000
79410 Sales Calls	294	0	1,000
[Entity] Budget Detail Desc.			Total
[95165] Sales Calls			1,000
Total			1,000
78500 Program Expenses	2,778	88,000	178,335
TEXPENSES Total Expenses	2,778	88,000	178,335

YEAR: **Fy2017**
SCENARIO: **Dept Req**
FORMAT: **Chamber Columns**

95166 CVC Film
Expenditures Chamber

PERIOD ENDING: **FEB**
CURRENCY: **USD**
UNITS: **1**

DESCRIPTION	Actual	Budget	DeptRequest
	2015	FY2016	FY2017
78570 FAM/Site Visits	202	500	0
78640 Trade Organizations/Show	0	1,000	1,000
78500 Program Expenses	202	1,500	1,000
TEXPENSES Total Expenses	202	1,500	1,000

YEAR: Fy2017
SCENARIO: Dept Req
FORMAT: Chamber Columns

95167 CVC Arts
Expenditures Chamber

PERIOD ENDING: FEB
CURRENCY: USD
UNITS: 1

DESCRIPTION	Actual	Budget	DeptRequest
	2015	FY2016	FY2017
41100 Salaries and Wages	23,311	0	0
41860 Chamber Health	3,643	0	0
41870 Chamber Long Term Care	101	0	0
42010 Social Security - Medica	332	0	0
42020 Social Security - OASDI	1,418	0	0
42135 Chamber Retirement	2,489	0	0
42300 State Unemployment	191	0	0
42310 Federal Unemployment	21	0	0
42400 Workers Compensation	141	0	0
41000 Personal Services	31,646	0	0
78790 Golden Nail	12,609	13,500	13,500

[Entity] Budget Detail Desc.	Note	Total
[95167] Printing - invitations, envelopes, reply cards, envelopes and programs - \$2,000		13,500
[95167] Stationery and envelopes - \$475		0
[95167] Decorations - \$5,000		0
[95167] Dinner Wine & cork fee - \$1,200		0
[95167] Committee lunch mtgs - \$525		0
[95167] Program rehearsal lunch - \$200		0
[95167] Podium rental - \$75		0
[95167] Miscellaneous - \$80		0
Total		13,500

79020 Community Relations 646 500 500

[Entity] Budget Detail Desc.	Note	Total
[95167] Attend arts events, dinners, lunches, funeral memorials.		500
Total		500

79140 Arts Project 113,000 80,000 80,000

[Entity] Budget Detail Desc.	Note	Total
[95167] TEXAS		80,000
[95167] PPHM		0
[95167] AQHA		0
[95167] LSB		0
[95167] AMoA		0
[95167] ALT		0
[95167] AAI		0
[95167] Opera		0
[95167] AYO		0
[95167] CMA		0
[95167] Kwahadi Museum		0
[95167] WTAMU Sybil Harrington College of Fine Arts & Humanities		0
[95167] Special Requests - \$2,000		0
Total		80,000

79150 Media Advertising 10,249 250 250

[Entity] Budget Detail Desc.	Note	Total
[95167] Matching advertising - television, radio, newspaper, social media - \$10,000		0
[95167] Jazztober - posters - \$50	50	50
[95167] Airport Art banners- \$200		200

YEAR: **Fy2017**
SCENARIO: **Dept Req**
FORMAT: **Chamber Columns**

95167 CVC Arts
Expenditures Chamber

PERIOD ENDING: **FEB**
CURRENCY: **USD**
UNITS: **1**

Total	250
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YEAR: FY2017
SCENARIO: Dept Req
FORMAT: Chamber Columns

95167 CVC Arts
Expenditures Chamber

PERIOD ENDING: FEB
CURRENCY: USD
UNITS: 1

DESCRIPTION	Actual	Budget	DeptRequest
	2015	FY2016	FY2017
78500 Program Expenses	136,504	94,250	94,250
TEXPENSES Total Expenses	168,150	94,250	94,250

YEAR: FY2017
 SCENARIO: Dept Req
 FORMAT: Chamber Columns

95168 CVC Advertising & Marketing
 Expenditures Chamber

PERIOD ENDING: FEB
 CURRENCY: USD
 UNITS: 1

DESCRIPTION	Actual 2016	Budget FY2016	DeptRequest FY2017
78580 Community Awareness	0	27,000	3,000
[Entity] Budget Detail Desc.			Total
[95168] Rotary, local hosting			3,000
Total			3,000
78600 Professional Organizatio	72,424	70,595	1,000
[Entity] Budget Detail Desc.			Total
[95168] ASAE 500			1,000
Total			1,000
78640 Trade Organizations/Show	112,279	129,645	0
78650 Consumer Shows	854	12,945	0
78680 TIA/POW WOW	13,522	6,500	0
78740 National Tourism Week	0	1,500	0
78980 Sales Tools	122,380	145,550	94,317
[Entity] Budget Detail Desc.			Total
[95168] Simpleview support 6000			94,317
[95168] Adara 17500			0
[95168] Smith Travel Research 7200			0
[95168] TTIA Research 1000			0
[95168] Meltwater 14875			0
[95168] Misc. sponsorships 6500			0
[95168] Simplefeeds 600			0
[95168] Visit Widget 4800			0
[95168] Simple Shopify 5834			0
[95168] Simpleview CMS 29408			0
Total			94,317
79090 Specialty Advertising	46,453	70,800	0
79170 Literature	52,753	60,000	0
79190 Certified Display	15,950	16,000	0
79200 Ad Production	77,823	40,000	35,000
79220 Airport Booth	0	500	0
79230 Advertising	850,199	320,000	219,490
[Entity] Budget Detail Desc.			Total
[95168] Burkett Outdoor 12,000			219,490
[95168] Texas Parks and Wildlife 6000			0
[95168] Texas Town and City 1300			0
[95168] TripAdvisor 15,000			0
[95168] Madden Media 150,000			0
[95168] Texas Highways 2731			0
[95168] TX State Trave; Guide 7609			0
[95168] AGS 1320			0
[95168] Opportunity 9650			0
Total			219,490
79410 Sales Calls	0	19,500	0
78500 Program Expenses	1,364,636	920,535	352,807
EXPENSES Total Expenses	1,364,636	920,535	352,807

YEAR: Fy2017
SCENARIO: Dept Req
FORMAT: Chamber Columns

95169 CVC Special Projects
Expenditures Chamber

PERIOD ENDING: FEB
CURRENCY: USD
UNITS: 1

DESCRIPTION	Actual 2015	Budget FY2016	DeptRequest FY2017
78530 Special Projects	36,347	25,000	25,000
[Entity] Budget Detail Desc. Total			
[95169] Amarillo Venom 5,000			25,000
[95169] Amarillo Bulls 5,000			0
[95169] Amarillo Pro Kart 5,000			0
[95169] Canter City High Noon 2,500			0
[95169] Koben Puckett PBR 2,500			0
Total			25,000
79110 Financial Assistance	4,265	15,000	21,800
[Entity] Budget Detail Desc. Total			
[95169] Texas Cattle Feeder 8,000			21,800
[95169] Juvenile Justice 3,000			0
[95169] Panhandle Press 300			0
[95169] Kids, Inc. 500			0
[95169] BOAT Conference 2018 10,000			0
Total			21,800
78500 Program Expenses	40,612	40,000	46,800
TEXPENSES Total Expenses	40,612	40,000	46,800

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Amarillo City Council Agenda Transmittal Memo



Meeting Date	August 22, 2017	Council Priority	
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Department	City Manager Michelle Bonner, Assistant City Manager
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Agenda Caption

RESOLUTION – AUTHORIZING THE AMARILLO ECONOMIC DEVELOPMENT CORPORATION 2017/2018 FISCAL YEAR BUDGET

This resolution approves the 2017/2018 fiscal year budget for the Amarillo Economic Development Corporation. This budget is recommended for approval by the AEDC Board of Directors.

Agenda Item Summary

This resolution approves the 2017/2018 fiscal year budget for the Amarillo Economic Development Corporation.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The 2017/2018 fiscal year budget has been reviewed and approved for Council consideration at the August 15, 2017 Amarillo Economic Development Corporation board meeting.

Staff Recommendation

Staff recommendation is to approve the 2017/2018 fiscal year budget for the Amarillo Economic Development Corporation.

RESOLUTION NO. 08-22-17-_____
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS:
APPROVING THE PROPOSED OPERATING BUDGET FOR
THE FISCAL YEAR 2017-2018 FOR THE AMARILLO
ECONOMIC DEVELOPMENT CORPORATION.

WHEREAS, the creation of the Amarillo Economic Development Corporation was authorized by City of Amarillo Resolution No. 1-16-90-2 for the purpose of promoting and developing warehousing, industrial, and manufacturing enterprises in order to promote and encourage employment and the public welfare, in accordance with state law; and

WHEREAS, by a majority vote of persons voting on November 7, 1989 the City Council levies an additional sales tax of one-half percent to be used for the above stated activities by the Amarillo Economic Development Corporation; and

WHEREAS, the Bylaws of the Amarillo Economic Development Corporation require that it submit its annual budget to the City Council for approval; and

WHEREAS, the Board of Directors of the Amarillo Economic Development Corporation has prepared, approved and submitted a proposed budget for approval; and

WHEREAS, the City Council finds that the proposed budget is in order and should be approved; now, therefore,

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

SECTION 1. That the Proposed Operating Budget for the period of October 1, 2017 to September 30, 2018 of the Amarillo Economic Development Corporation, a copy of which is appended to this Resolution and incorporated herein by reference, is hereby approved, together with any amendments made in public meeting.

SECTION 2. The City Secretary shall certify a copy of this Resolution to the Amarillo Economic Development Corporation, together with any amendments made in public meeting at which it is considered.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 22nd day of August, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



MEMORANDUM

801 S. Fillmore, Suite 205
Amarillo, Texas 79101
Office 806.379.6411
TF 800.333.7892
Fax 806.371.0112
amarilloedc.com

TO: MAYOR GINGER NELSON

FROM: BARRY ALBRECHT, PRESIDENT & CEO *BA*

SUBJECT: AMARILLO EDC FY2017/18 BUDGET

DATE: AUGUST 17, 2017

Enclosed for the Amarillo City Council's consideration is the Amarillo Economic Development Corporation (Amarillo EDC) fiscal year (FY) 2017/18 budget. The Amarillo EDC Board of Directors approved this budget at its regular meeting on August 15, 2017.

Amarillo EDC funds are divided into two accounts: Operating Fund and Project Fund. The sales tax revenue received by the Amarillo EDC is allocated 10% into the Operating Fund and 90% into the Project Fund. The monies in the Operating Fund allow the Amarillo EDC to satisfy obligations such as payroll and benefits, overhead and marketing/promotional costs. The Project Fund is the mechanism by which the Amarillo EDC procures projects that increase jobs and capital investment in our community through economic development incentives and grants. The Operating Fund budget and investments from the Project Fund are contingent upon both Amarillo EDC Board of Directors and Amarillo City Council approval.



AMARILLO ECONOMIC DEVELOPMENT CORPORATION
FY 2017-18 BUDGET REQUEST
SUMMARY

OPERATING FUND				
	FY14-15	FY15-16	FY16-17	FY17-18
ADMINISTRATIVE				
Personnel	\$1,099,450	\$935,844	\$1,001,910	\$1,136,489
Operations	\$322,201	\$344,874	\$370,474	\$369,306
<i>Total Administrative</i>	<i>\$1,421,651</i>	<i>\$1,280,718</i>	<i>\$1,372,384</i>	<i>\$1,505,795</i>
PROMOTIONAL & MARKETING				
Marketing	\$407,000	\$405,850	\$426,195	\$595,000
Prospect Development	\$200,000	\$180,000	\$160,000	
<i>Total Promotional & Marketing</i>	<i>\$607,000</i>	<i>\$585,850</i>	<i>\$586,195</i>	<i>\$595,000</i>
TOTAL ADMINISTRATIVE, PROMOTIONAL & MARKETING	\$2,028,651	\$1,866,568	\$1,958,579	\$2,100,795
PROJECT FUND				
	FY14-15	FY15-16	FY16-17	FY17-18
TOTAL PROJECT SUPPORT	\$885,000	\$770,000	\$1,670,000	\$1,020,000
GRAND TOTAL	\$2,913,651	\$2,636,568	\$3,628,579	\$3,120,795



AMARILLO ECONOMIC DEVELOPMENT CORPORATION
FY 2017-18 BUDGET REQUEST
BUDGET DETAIL

OPERATING FUND

ADMINISTRATIVE

PERSONNEL

Payroll

AEDC Payroll	\$762,028	
TPRDC Payroll*	\$112,194	
Total Payroll (AEDC and TPRDC)		\$874,222

Benefits

AEDC Benefits (30% of payroll)	\$228,608	
TPRDC Benefits (30% of payroll)*	\$33,658	
Total Benefits (AEDC and TPRDC)		\$262,267

TOTAL PERSONNEL (Payroll & Benefits)		\$1,136,489
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OPERATIONS

Auto Expenses (AEDC owned vehicle)	\$1,500	
Office Supplies	\$5,500	
Postage	\$1,000	
Dues (local organizations)	\$10,000	
Office Rent	\$54,600	
Leased Equipment	\$22,200	
Subscriptions	\$1,500	
Communications	\$15,000	
Travel Expense	\$20,000	
Mileage (local)	\$1,000	
Expenses (local)	\$14,000	
Professional Services/Consulting (audit, retirement fees)	\$55,000	
Fiscal Agent Fee	\$42,858	
Insurance & Bond (property, general liability, D&O)	\$65,000	
Capital Expense	\$5,000	
Contingency	\$4,000	
TOTAL OPERATIONS		\$318,158

TPRDC

Travel*	\$8,500	
Office Support* (office expense to AEDC)	\$42,648	
Total TPRDC Travel and Office Support		\$51,148

TOTAL OPERATIONS	\$369,306
TOTAL ADMINISTRATIVE	\$1,505,795

(*Direct Reimbursement from TPRDC to AEDC)

PROMOTIONAL & MARKETING

The Promotional and Marketing budget line items are comprised of select component categories including:

- Prospect Development
- Marketing Support / Website
- Media / Branding / Production
- Lead Generation / Direct Marketing
- Local Market Development
- Administration / Contingency / Misc.

*For more information please see Exhibit A

TOTAL PROMOTIONAL & MARKETING	\$595,000
TOTAL ADMINISTRATIVE, PROMOTIONAL & MARKETING	\$2,100,795

<i>PROJECT FUND</i>	
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PROJECT SUPPORT

The Project Support budget covers a number of large individual project budget items.

Enterprize Challenge Grants	\$500,000
WTAMU Enterprise Network (administration of Enterprize Challenge)	\$100,000
Amarillo Chamber of Commerce (program partnership support)	\$50,000
Ports-to-Plains Membership (paid for the City of Amarillo annually)	\$120,000
CenterPort Infrastructure improvements for development expansion	\$250,000

TOTAL PROJECT SUPPORT	\$1,020,000
------------------------------	--------------------

GRAND TOTAL	\$3,120,795
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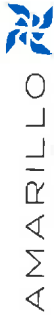


EXHIBIT A: PROMOTIONAL & MARKETING BUDGET DETAIL - FY 2017-18

	Estimated Cost	FY 16-17 BUDGET APPROVED	FY 2017-18 BUDGET REQUEST
Marketing Support / Website			
Social Media Post Promotion	\$2,000		
Photography for print and web	\$3,000		
Inbound marketing support	\$42,000		
HubSpot	\$11,000		
GIS Systems	\$9,500		
Social Media Software	\$1,000	\$133,250	\$68,500
	SUBTOTAL		
Media / Branding / Production			
Annual Printing Needs	\$1,500		
Promotional Giveaways	\$2,500		
Prospect Follow Up	\$1,500		
Local Ad Placement	\$3,500		
	SUBTOTAL	\$53,500	\$9,000
Lead Generation / Direct Marketing			
Regional Events	\$15,000		
Inc. Campaign Contract	\$240,000		
Inc Magazine Local Market Event	\$25,000		
Ports to Plains Events	\$3,000		
Team Texas Membership & Events	\$32,500		
High Ground of Texas Membership & Events	\$28,000		
Consultant Road Shows	\$18,000		
Consultant Forums/Conferences	\$8,000		
TEDC Events	\$6,000		
Inc 5000 Conference	\$12,500		
Select USA FDI Forum	\$3,500		
Targeted Industry Conferences	\$20,000		
Industrial & Commercial Real Estate Conference	\$6,000		
Other Events & Contract Lead Generation	\$40,000	\$334,945	\$457,500
	SUBTOTAL		
Local Market Development			
Local Events	\$20,000		
Workforce Initiatives	\$25,000	\$45,000	\$45,000
	SUBTOTAL		
Administration / Contingency			
Administration / Contingency	\$15,000	\$10,000	\$15,000
	SUBTOTAL		
Miscellaneous			
Miscellaneous	\$0	\$9,500	\$0
	SUBTOTAL		
TOTAL PROMOTIONAL & MARKETING			
		\$586,195	\$596,000

7



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 22, 2017	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering	Contact Person	Floyd Hartman

Agenda Caption

Resolution- authorizing submission of a loan application to the Texas Water Development Board's (TWDB) Clean Water State Revolving Fund Program for the replacement of Lift Station 32. \$12.5 million

Agenda Item Summary

This agenda item is requesting City Council approval for a resolution approving the submission of a loan application for an additional \$12,500,000 to fund the anticipated construction, construction engineering services, special services, financial services, and contingencies to replace the existing Lift Station 32. The TWDB approval for the planning and design of the project was included in TWDB project #73663 of which \$2,615,473 is still available for construction. The City's consultant has prepared plans and specification bid documents to a sufficient level for the project to qualify to apply for the construction funding.

The wastewater collection system improvements for the replacement of Lift Station 32 and a number of benefits were identified in the City of Amarillo 2013 Wastewater System Master Plan; and subsequently; a Lift Station 32 Project Preliminary Engineering Report (PER) completed in September 2014 by the City's consultant. The PER identified a number of efficiencies that can be anticipated through the replacement of Lift Station 32 which include combining, deferring or potential elimination of projects as well as provide efficiencies in operations such as elimination of pumping of the untreated effluent again at Lift Station 33. The construction plans include additional capacity and future connections for anticipated growth in the immediate area of Lift Station 32.

Requested Action

City staff is requesting City Council approval of the resolution authorizing the City to make a loan application with the TWDB for the Clean Water State Revolving Fund.

Funding Summary

No funds are required for this action on JDE Job #521805. The TWDB administers loan programs for eligible local governments for qualifying infrastructure projects. The approval of this resolution will authorize City staff to submit the low interest loan application for \$12,500,000 to replace Lift Station 32 including financial and legal services. The City of Amarillo currently has a loan with the TWDB which funded the Georgia Street Interceptor and some of the planning and design expenses for the replacement of this lift station. City staff will be including, in this loan application, a request to the TWDB that \$2,615,473 of this original loan be made available for the construction of Lift Station 32. The

Amarillo City Council

Agenda Transmittal Memo



to service the 20 year debt with additional revenue generated through the proposed 3% Water and Sewer rate increase in the current FY 2017/18 budget proposal. This project was included in FY 2017/18 of the 5 year approved City of Amarillo Community Investment Program (CIP) FY 16/17- FY20/21 and is currently included in the proposed FY 2017/18-FY21/22 CIP budget.

Community Engagement Summary

This project will have Level 1 modest impact to the surrounding area with the most significant impact being the construction of a force main in S. Osage Street Right of Way. Currently, there are no residential neighborhoods or commercial sites adjacent to the lift station site. There are suburban residences and businesses adjacent to the force main location on S. Osage. City staff will update the public with press releases before and during the project. A public meeting will be held prior to construction.

Staff Recommendation

City Staff is recommending approval of the resolution.

Application Filing and Authorized Representative Resolution

A RESOLUTION by the City Council of the City of Amarillo requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE City Council OF THE City of Amarillo :

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$ 12,500,000.00 to provide for the costs of constructing improvements and extensions to the City of Amarillo's Sewer System.

SECTION 2: That the Mayor, City Manager, Asst. City Manager, and Director of Finance be and is hereby designated the authorized representative of the City of Amarillo for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

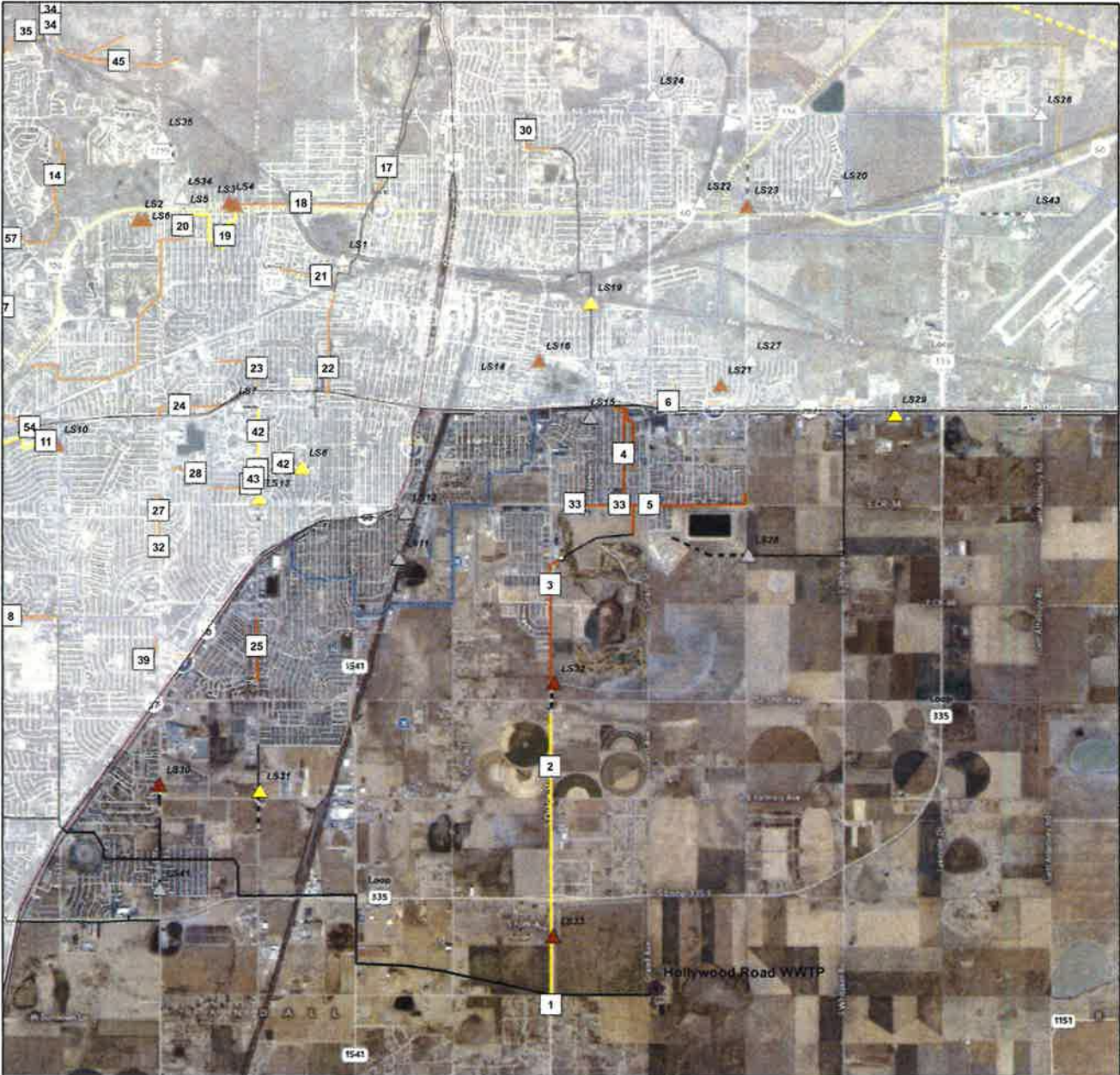
SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Amarillo before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor:	<u>Specialized Public Finance Inc.</u> <u>4925 Greenville Ave., Suite 1350, Dallas, Texas 75206</u>
Engineer:	<u>Kimley-Horn & Associates</u> <u>601 NW Loop 410, Suite 350, San Antonio, Texas 78216</u>
Bond Counsel:	<u>Norton Rose Fulbright US LLP</u> <u>2200 Ross Ave., Suite 3600, Dallas, Texas 75201</u>

PASSED AND APPROVED, this the _____ day of _____, 20____.

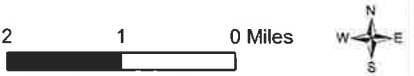
ATTEST: _____ By: _____

(Seal)



Legend

- WWTP
- Proposed 2035 WWTP Boundary
- Existing WWTP Boundary
- Gravity Sewer Lines- by diameter**
 - ≤ 8"
 - 10" to 21"
 - 24" to 30"
 - 33" to 58"
- Gravity Sewer Lines- by CIP Year**
 - 10-Year CIP
 - Future CIP
- Lift Stations**
 - ▲ Existing
 - ▲ 10-Year CIP
 - ▲ Future CIP
- Force Mains- by CIP Year**
 - Existing
 - 10-Year CIP
 - Future CIP
- 1** CIP # ID



City of Amarillo: Wastewater System Master Plan
Task K: Integrated Capital Improvement Plan
Figure 7. 10-Year Capital Improvement Plan
Southeast



PROJECT BUDGET - City of Amarillo Lift Station No. 32						
Uses	TWDB Funds Series 1	TWDB Funds Series 2	TWDB Funds Series 3	Total TWDB Cost	Other Funds	Total Cost
Construction						
Utilized to Date	\$4,937,851	\$0	\$0	\$4,937,851	\$0	\$4,937,851
Remaining	\$2,615,473	\$0	\$0	\$2,615,473	\$0	\$2,615,473
Additional Requested	\$0	\$12,000,000	\$0	\$12,000,000	\$0	\$12,000,000
Subtotal Construction	\$7,553,324	\$12,000,000	\$0	\$19,553,324	\$0	\$19,553,324
Basic Engineering Fees						
Planning +	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$0	\$0	\$0	\$0	\$0
Construction Engineering	\$133,565	\$345,214	\$0	\$478,779	\$0	\$478,779
Basic Engineering Other **	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Basic Engineering Fees	\$133,565	\$345,214	\$0	\$478,779	\$0	\$478,779
Special Services						
Application	\$0	\$6,810	\$0	\$6,810	\$0	\$6,810
Environmental	\$0	\$0	\$0	\$0	\$0	\$0
Water Conservation Plan	\$0	\$0	\$0	\$0	\$0	\$0
I/I Studies/Sewer Evaluation	\$0	\$0	\$0	\$0	\$0	\$0
Surveying	\$0	\$0	\$0	\$0	\$0	\$0
Geotechnical	\$0	\$0	\$0	\$0	\$0	\$0
Testing	\$0	\$143,604	\$0	\$143,604	\$0	\$143,604
Permits	\$0	\$0	\$0	\$0	\$0	\$0
Inspection	\$0	\$0	\$0	\$0	\$0	\$0
O&M Manual	\$0	\$0	\$0	\$0	\$0	\$0
Project Management (by engineer)	\$0	\$0	\$0	\$0	\$0	\$0
Pilot Testing	\$0	\$0	\$0	\$0	\$0	\$0
Water Distribution Modeling	\$0	\$0	\$0	\$0	\$0	\$0
Special Services Other **	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Special Services	\$0	\$150,414	\$0	\$150,414	\$0	\$150,414
Other						
Administration	\$0	\$0	\$0	\$0	\$0	\$0
Land/Easements Acquisition	\$0	\$0	\$0	\$0	\$0	\$0
Water Rights Purchase (If Applicable)	\$0	\$0	\$0	\$0	\$0	\$0
Capacity Buy-In (If Applicable)	\$0	\$0	\$0	\$0	\$0	\$0
Project Legal Expenses	\$0	\$0	\$0	\$0	\$0	\$0
Other **	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Other Services	\$0	\$0	\$0	\$0	\$0	\$0
Fiscal Services						
Financial Advisor	\$0	\$0	\$0	\$0	\$37,500	\$37,500
Bond Counsel	\$0	\$0	\$0	\$0	\$22,000	\$22,000
Issuance Cost	\$0	\$0	\$0	\$0	\$23,500	\$23,500
Bond Insurance/Surety	\$0	\$0	\$0	\$0	\$0	\$0
Fiscal/Legal	\$0	\$0	\$0	\$0	\$0	\$0
Capitalized Interest	\$0	\$0	\$0	\$0	\$0	\$0
Bond Reserve Fund	\$0	\$0	\$0	\$0	\$768,859	\$768,859
Loan Origination Fee	\$154,303	\$0	\$0	\$154,303	\$227,050	\$381,353
Other ** Rounding	\$0		\$0	\$0		\$0
Subtotal Fiscal Services	\$154,303	\$0	\$0	\$154,303	\$1,078,909	\$1,233,212
Contingency				\$0		
Contingency	\$653,808	\$4,372	\$0	\$653,808	\$0	\$653,808
Subtotal Contingency	\$653,808	\$4,372	\$0	\$653,808	\$0	\$653,808
TOTAL COSTS	\$8,495,000	\$12,500,000	\$0	\$20,990,628	\$1,078,909	\$22,069,537
Other ** description must be entered						
+ For Planning applications under the EDAP Program, please break down Planning costs as follows:						
Category A						0
Category B						0
Category C						0
Category D						0
Total Planning Costs				0	0	0



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	8/22/17	Council Priority	Committee Appointment
Department	Traffic		

Agenda Caption

RESOLUTION – CREATION AND APPOINTMENT OF THE CITIZEN ADVISORY COMMITTEE FOR PHOTOGRAPHIC TRAFFIC SIGNAL ENFORCEMENT SYSTEMS

Agenda Item Summary

This resolution creates and appoints members to a citizen advisory committee for the photographic traffic signal enforcement system as required by state law. The Photographic Traffic Signal Enforcement Citizen Advisory Committee must consist of one member appointed by each member of the City Council. The Citizen Advisory Committee will review traffic engineering studies and advise City Council on the installation and operation of the photographic traffic signal enforcement system.

Requested Action

Requesting Council to appoint members of Traffic Advisory Board to Citizen Advisory Committee for Photographic Traffic Signal Enforcement Systems. (Minimum of 5)

- **Steve Rogers (Chairman)**
- **Barbara Richardson**
- **Adam Schaer**
- **Scottie South**
- **Charlie Graham**

Funding Summary

N/A

Community Engagement Summary

Traffic Advisory Board July 12 and 26, 2017
City Council July 25, 2017 and August 15, 2017

Staff Recommendation

Traffic Staff recommends that City Council appoint members of the Traffic Advisory Board (minimum 5) to Citizen Advisory Committee for Photographic Traffic Signal Enforcement Systems.

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
AMARILLO, TEXAS: APPOINTING A CITIZEN ADVISORY
COMMITTEE ON THE INSTALLATION AND OPERATION
OF THE PHOTOGRAPHIC TRAFFIC ENFORCEMENT
SYSTEM; PROVIDING FOR SEVERABILITY CLAUSE,
SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, the City has heretofore established a photographic traffic signal enforcement system (PTSE), and now, continued that system by renewing its prior vendor contract for another term;

WHEREAS, the Texas Transportation Code, Section 541.304 requires the formation of a citizen committee to review the City’s traffic engineering study(ies) and to advise the City Council on the installation and operation of the PTSE, previously established by the City Council; and

WHEREAS, in order to comply with State law, the City Council desires to appoint a Citizen Advisory Committee to work with the City Council and staff to provide advice to the City Council for the installation and operation of the PTSE.

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

Section 1. The City Council does hereby establish a Citizen Advisory Committee to serve as an advisory committee to the City Council and to work with City staff to determine the best possible advice regarding the installation and operation of the PTSE.

Section 2. The Citizen Advisory Committee shall consist of the following members appointed by the Mayor or a Councilmember:

Mayor Ginger Nelson: _____

Councilmember Elaine Hays: _____

Councilmember Freda Powell: _____

Councilmember Eddy Sauer: _____

Councilmember Howard Smith: _____

The City Council shall select a chairman from the above-listed names.

Section 3. This Subcommittee shall serve until such time as the City Council determines their purposes are completed.

Section 4. Should any part of this Resolution be in conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this Resolution.

Section 5. Should any word, phrase, or part of this Resolution be found as invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

Section 6. This Resolution shall become effective from and after its passage.

PASSED AND APPROVED this 22nd day of August, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	August 22, 2017	Council Priority	Infrastructure Initiative
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Department	Water Utilities Department	Contact Person	Russell Grubbs
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Agenda Caption

Approval of the 2017 Water Conservation Plan – The 2017 Water Conservation Plan is comprehensive and will help secure the City’s future water supply.

Agenda Item Summary

Approval of Plan – The 2017 Water Conservation Plan (Per the Texas Administrative Code, Title 30, Chapter 288), a public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.)

Requested Action

Consider and approve the City of Amarillo’s 2017 Water Conservation Plan

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval.

A RESOLUTION OF THE AMARILLO CITY COUNCIL
AMENDING THE WATER CONSERVATION PROGRAM FOR
THE CITY OF AMARILLO, ORIGINALLY ADOPTED IN 2002
AND LAST AMENDED IN 2007; PROVIDING AN EFFECTIVE
DATE; PROVIDING A REPEALER CLAUSE: PROVIDING A
SAVINGS CLAUSE.

WHEREAS, in 2002, by Resolution No. 11-21-00-2 the City of Amarillo City Council adopted a Water Conservation Program for the City, and updated it in 2007 by Resolution No. 10-02-07-1; and updated it again in 2012 by Resolution No. 10-9-12-2;

WHEREAS, water continues to be a precious and valuable resource to the City and the State of Texas;

WHEREAS, water conservation continues to be an integral part of long-term water supply management;

WHEREAS, the City of Amarillo Utilities Division has the responsibility for the management and control of the water and sewage systems of the City;

WHEREAS, said responsibility includes the acquiring of adequate water resources for the future and the protection and conservation of these water resources;

WHEREAS, it continues to be the desire of the City to ensure a safe and dependable water supply for its inhabitants;

WHEREAS, the Water Conservation Program prepared by the Utilities Division is comprehensive and will help secure the City's future water supply;

WHEREAS, implementation of additional or modified conservation practices will further assure continued reliable short- and long-term supplies of high quality, reasonably priced water;

WHEREAS, the City desires to continue meeting the requirements of the Texas Water Development Board in which a Water Conservation Program is a prerequisite to financing water development projects within the State;

WHEREAS, the adoption of a Water Conservation Program is required by the Canadian River Municipal Water Authority as a prerequisite to exporting water from its jurisdiction under the Authority's Water Production Plan;

WHEREAS, the promotion of water conservation represents an immediate and long-term benefit to the public so that it is in the public interest to adopt a Water Conservation Program and to revise it periodically; and

WHEREAS, the City is authorized and now desires to amend its Water Conservation Program as indicated in the amended plan which is attached to this resolution;

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

SECTION 1. The City of Amarillo Water Conservation Program is hereby amended and approved in accordance with the document attached to this Resolution as the general, long-term conservation policy for the City.

SECTION 2. This amended Water Conservation Program shall take effect and be in full force from the date of adopting this resolution and forward.

SECTION 3. The City Manager, Director of Utilities, and their respective designees are hereby authorized to take all reasonable and necessary actions to implement the provisions of the amended Water Conservation Program and otherwise to give effect to this Resolution.

SECTION 4. All water supply or sewage treatment agreements between the City of Amarillo and any other entity shall provide for said entities to adopt a conservation program similar to that which Amarillo has in effect at any given time.

SECTION 5. All resolutions or parts thereof that conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 6. In the event this resolution or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the resolution and such remaining portions shall continue to be in full force and effect.

SECTION 7. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Commission of the City of Amarillo, Texas, on this 22nd day of August, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



2017 - WATER CONSERVATION PLAN

Prepared By:
**UTILITIES DIVISION
CITY OF AMARILLO
P.O. BOX 1971
AMARILLO, TEXAS 79105-1971**

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INTRODUCTION:

The 2017 Water Conservation Plan outlines specific water conservation goals for the next five years by a public water supplier, as set in the Water Conservation Program. The original plan was completed in 2002 and is reviewed and updated every five years. In 2007 the Water Conservation Plan was updated by Resolution No. 10-02-07-1 and updated in 2012 by Resolution 10-9-12.2. The Water Conservation Plan contains strategies for reducing consumption of water, improving the efficiency of the use of water, increasing the recycling and reuse of water, preventing the pollution of water and contains Best Management Practices to meet identified targets and goals. The following sections will explain how goals are developed, the specific measure of merit for each goal, and minimum requirements contained in TCEQ rule Title 30, Texas Administrative Code (TAC), Chapter 288.

GOAL DEVELOPMENT AND MEASURES OF MERIT:

I. GOAL DEVELOPMENT

Water Conservation Goals are categorized by area of control: supply side and demand driven. Supply side measures are those that are within the control of the City of Amarillo and the Sources that supply the water to the City. Demand driven measures are those controlled by the consumers. As each goal is developed, it will list what customer(s) will be targeted toward, how it will be implemented, and how it will be measured for effectiveness.

- A. Supply Side. Measures include those that are under control of the City of Amarillo and the sources that supply water to the City. Factors that affect supply side measures include, but are not limited to the following:
- Capacity of the City water supply sources and characteristics of the distribution system
 - Capacity of the wastewater system
 - Water allocations from Canadian River Municipal Water Authority (CRMWA)
 - Setting operating rates charged to consumers for usage of the water
 - Resolutions, ordinances and codes controlling usage of the water
 - Continuous updating of conservation programs
 - Rates of source water recharge
 - Alternate water sources
 - Implementation of Drought Contingency Plan stages as indicated in the Drought Contingency Plan
- B. Demand Side. Demand Driven measures are those driven by consumers. These include, but are not limited to:
- Various demographic information, such as personal interests, age, level of education, income and housing value
 - Type and purpose of consumption (indoor vs. outdoor)
 - Category of usage (residential, commercial, industrial and institutional)
 - Participation in Water Conservation rebate and incentive programs
 - Turf and landscape changes

See additions to Supply Side and Demand Side Measures on Page 3

C. Conservation. In addition to the above factors that affect goal development, the degree of conservation sought also aids in determining the specific goals for the next five years. There are two basic types of conservation: voluntary and mandatory.

- Voluntary - All or most water conservation measures that are noncompulsory. Many of the goals developed are of this type.
- Mandatory - The water conservation measures that are compulsory. They will be complied with whether they are passive and already in place, or mandated by local government. In addition to the mandatory conservation goals selected in this plan, the City may also implement its Drought Contingency Plan when necessary.

II. MEASURES OF MERIT

The primary device for measuring attainment of goals will be through conducting a water utility audit. Audits will be conducted annually based on the previous calendar year's water consumption. The audit will be conducted using reports from the Director of Utilities office and by completing the Utility Profile & Water Conservation Plan Requirements for Municipal Water Use by Public Water Suppliers (TCEQ-10218).

In general, water conservation goals are set so that the amount of water used per year decreases or remains the same as population increases and total demand decreases relative to total consumption. A measurement of merit will be included along with each conservation goal for the current year. Indicators of conservation goals met are:

- Reduction in usage of water as measured in gallons per capita per day (GPCD) for residential, commercial and industrial users
- Unaccounted for water as a percentage of gallons produced per year (%) for the overall water supply, distribution and treatment system
- Annual peak-to-average daily use ratio
- Quantity of wastewater treated
- Quantity of reused or recycled water; and/or
- Total usage

CONSERVATION GOALS FOR THE 2017 PLAN:

This section outlines conservation goals for the 2017 Plan. Those measures listed in the above section will be continued 'as is' in the 2017 Plan. Some of the measures will be modified slightly to reach their target audience and add a quantifiable means of tracking their progress towards conservation. Those measures are:

Supply Side Measures

- Water Supply Contracts (Conservation Plan provisions)
- Added 21 wells from the Potter County Well Field (additional wells as needed)
- Added 2 wells within the Carson County Well Field (additional wells as needed)
- Plumbing Code/Retrofit Program (requirements for conservation oriented appliances)
- Reclaimed Water (sold to SPS)
- Metering (meter repair and replacement, universal metering, state law)
- Water Waster Reporting Program
- Leaky Water Main Replacement Program

- Water Conservation Website
- Landscape Ordinance Revisions
- Texas Water Development Board Water Audit (for determining water losses)
- Work with Utility Billing to track misplaced meters/unauthorized connections
- Work with Amarillo Fire Department to track water used for hydrant testing
- Pollution Prevention (Plumbing Code, Wellhead Protection, Industrial Pretreatment Program, Backflow/Cross-connection Control Program)
- Alternative Water Sources

Demand Side Measures

- Drought Tolerant or Xeriscape® Demonstration Project
- Continuing Public Education, Information and Outreach Efforts
- Form partnerships with Texas Agri-Life Extension Agency, Nurseries, Texas Apartment Association, Amarillo Area Realtors, etc.
- Work with community organizations and agencies concerning conservation (speaking engagements, videos, etc.)
- Gallons Per Capita Per Day (GPCD)
- Increase Outreach Efforts

I. SUPPLY SIDE MEASURES

A. Water Supply Contracts (Conservation Plan Provisions)

1. Description of Measure:
Wholesale Water Contract Provisions - Each wholesale water contract entered into, renewed or extended must contain provisions for curtailing water supplies. Wholesale water sold includes City of Canyon, Palo Duro Canyon, Fritch Highway Water Association and Amarillo MHC. The wholesale contracts will be contractual prior to the sale of any water.
2. Costs Involved:
No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.
3. Implementation Plan:
 - Record Management (water production, consumption, sales).....Ongoing
4. Measure of Merit:
Amount of water sold to Wholesale consumers is a good way to measure effectiveness.

B. Potter County Well Field

1. Description of Measure:
Largest infrastructure project ever constructed by the City and was funded through the Texas Water Development Board Water Infrastructure Fund. The project consisted of 21 production wells with total production of water at approximately 24 MGD, two ground storage tanks at 3 million gallons each, pump station, 21 miles of 12-inch to 54-inch of collection pipelines and 18.5 miles of 42-inch and 48-inch transmission pipelines.
2. Costs Involved:
The original construction cost was approximately \$72,000,000.
3. Implementation Plan:
 - Construction began in 2009.....Completed
 - Construction of additional wells.....Ongoing
4. Measure of Merit:
Determine by the amount of water produced and distributed to the City.

C. Carson County Well Field

1. Description of Measure:

The project consisted of 2 production wells with a total production of water at approximately 1.5 MGD, 3 miles of 12-inch collection pipelines.

2. Costs Involved:

The original construction cost was approximately \$2,000,000.

3. Implementation Plan:

- Construction began in 2014..... Completed
- Construction of additional wells..... Ongoing

4. Measure of Merit:

Determine by the amount of water produced and distributed to the City.

D. Plumbing Code/Retrofit Program (requirements for conservation oriented appliances)

1. Description of Measure:

- a. The City has adopted the International Plumbing Code which requires the use of water saving (Ultra Low Flow) features to be installed in new construction and in the replacement of plumbing in existing structures.
- b. Manufacturers of plumbing fixtures sold in Texas must comply with the Environmental Performance Standards for Plumbing Fixtures, which requires all plumbing fixtures such as showerheads, toilets, and faucets sold in Texas to conform to specific water use efficiency standards.
- c. In order to accelerate the replacements of older fixtures, Utilities can offer rebates and other incentives.

2. Costs Involved:

No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.

3. Implementation Plan:

- Rebates and incentives..... To Be Determined

4. Measure of Merit:

Increase in the amount of water saving plumbing fixtures and number of rebates given is a good way to measure effectiveness.

E. Reclaimed Water (sold to Southwester Public Services (SPS))

1. Description of Measure:

This measure includes the recycling and reuse of wastewater effluent.

2. Costs Involved:

No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.

3. Implementation Plan:

- Record Management (water production, consumption, sales, etc.)..... Ongoing

4. Measure of Merit:

Amount of water sold to SPS is a good measure of effectiveness.

F. Metering (meter repair, testing and replacement, universal metering, state law)

1. Description of Measure:

- a. This measure includes a program for universal metering for customers water usage, for meter testing and repair, and for periodic meter change out program.
- b. Meter accuracy-Water meters can be damaged and deteriorate with age, thus producing inaccurate readings. Inaccurate readings will give misleading information regarding water usage, make leak detection difficult, and result in lost revenue for the system.

2. Costs Involved:
Replacement of meters, testing and repairs.
3. Implementation Plan:
 - Record Management (water production, consumption, sales, etc.).....Ongoing
 - Replacements, testing and calibration, etc.....Ongoing
 - Water meters are scheduled for replacement when they reach a life span of 20 to 25 years
 - Water meters ranging from 5/8” to 2” that are pulled for various reasons are bench tested for accuracy before they go back out into the system
 - Water meters that fail the AWWA standards accuracy test will either be repaired or removed from service
 - Water meters of 3” and larger are tested at the request of a customer or if the meter usage has a history of declining water usage
4. Measure of Merit:
Decrease in the amount of water loss is a good measure of effectiveness. Meter repair and replacement will be documented (meter number, size, make, model, etc.)

G. Water Waster Reporting Program

1. Description of Measure:
This measure provides citizens an option for reporting water wasters by calling a direct number or sending an email to (waterwasters@amarillo.gov). The complaint will be investigated and someone from the City will make contact with the customer to resolve the issue.
 - Aimed at increasing conservation...things like broken sprinkler, etc.
2. Costs Involved:
No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees’ time and minimal administrative costs.
3. Implementation Plan:
 - Record Management (water production, consumption, sales, etc.).....Ongoing
 - Work with customer to get problem fixed.....Ongoing
 - City of Amarillo personnel will respond to all water wasting calls to verify that the customer is wasting water, if they find that the customer is wasting water they are notified and/or left a door tag. If the calls about wasting water continues and the Customer continues wasting water, a letter is then sent for the Director of Utilities office notifying them of the issue. Customers that have plumbing leaks on the property and are not making efforts to make repairs are turned over to the Public Health Department and /or Building Safety.
4. Measure of Merit
Determine by the number of calls and email received by the City. A decrease in the amount of water loss through unaccounted uses is an indicator of this measures effectiveness.

H. Leaky Water Main Replacement Program

1. Description of Measure:
 - a. This measure includes a description of the program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system in order to control unaccounted-for uses of water.
 - Condition Assessment - Active assessment and monitoring of infrastructure condition is the most proactive way to maintain a system and increase asset life.
 - The leak detection programs encompass both simple active leakage detection ground surveys and advanced water loss control with district metered areas and pressure management. Through the use of pressure management and other tools, the program has significantly reduced the number of breaks and leaks.

- The City's Water Department repairs water main breaks as soon as they are identified. Due to the area being semi-desert climate and soil type water leaks typical surface within a few hours.
 - The city has been proactive in replacing 2" water mains with 6" lines due the condition of the pipe.
 - The City has been utilizing contractors to replace about 1-2 miles each year and in 2015 the City added staffing to focus just on main replacement.
- b. This measure includes regular on-site testing a sonic leak-detection survey, or another acceptable method for detecting leaks along water distribution mains, valves, services, and meters.
- 2. Costs Involved:
The cost of water leakage can be measured in terms of the City operating costs associated with water supply, treatment and delivery. Necessary repairs of larger leaks can be costly, but it also can produce substantial savings in water and expenditures over life of the water main.
- 3. Implementation Plan:
 - Record Management (water production, consumption, sales, etc.).....Ongoing
 - Failure Date
 - GPS Coordinates
 - Unique Pipe Asset ID (e.g. from GIS)
 - Classification of failure using standardized terminology
 - Pipe attributes
 - Replacement of old and deteriorated mainsOngoing
 - TestingOngoing
 - Water Loss AuditYearly
 - Billing Analysis - A statistically valid subset of data records is analyzed and any issues, such as meter reading and usage anomalies and billing exceptions, are recorded, audited and remedies implemented.Ongoing
- 4. Measure of Merit
A decrease in the amount of water loss through unaccounted uses is an indicator of this measures effectiveness.

I. Water Conservation Website (<http://water.amarillo.gov>)

- 1. Description of Measure:
The Director of Utilities Office will work with Information Technology to update the Water Conservation web page with water conservation tips and information. The page will be divided into sections that will target all water consumers (i.e., residential, commercial, industrial and institutional). It will also include links to various water conservation websites and environmental agencies. The page would also include a copy of this plan, the Drought Contingency Plan, Consumer Confidence Report, and any other documents that would demonstrate to the public the City of Amarillo's commitment to water conservation. The Water Conservation web page will be updated as necessary.
- 2. Costs Involved:
No direct costs will be incurred by this measure, other than indirect cost that will incur by the employees' time to update the page.
- 3. Implementation Plan:
 - Coordinate with Information TechnologyOngoing
- 4. Measure of Merit:
A reduction in the amount of residential, commercial, industrial or institutional consumption is usually an indicator of the measures effectiveness.

J. Landscape Ordinance Revisions

1. Description of Measure:
Work with Department of Building Safety to revise the City ordinances regarding landscaping requirements. This measure would target all new commercial and industrial development in the City. One suggested change would be to add provisions and/or a requirement to use native vegetation for landscaping. This provision would lessen the need for irrigation by using plants that naturally thrive in this climate. The other suggested change would be to require any area covered with vegetation that requires irrigation to be greater than 3 ft. width. This change would prevent developers from using a 2 ft. wide or smaller stretch of curb, which is not easily irrigated, to fulfill their landscaping requirements. Often times, when irrigation systems are used on those small stretches of landscaped areas, they waste water by watering the curb and street more than they water the grass, as intended.
2. Costs Involved:
There should be no additional costs to the City by implementing this measure.
3. Implementation Plan:
 - Multi Department team discussion.....Ongoing
4. Measure of Merit:
This conservation measure is difficult to quantify. A reasonable estimate for measuring its effectiveness is an overall reduction in commercial usage by 3.25%.

K. Texas Water Development Board Water Audit (for determining water losses)

1. Description of Measure:
This measure would be conducted on a yearly basis just as it has been, but with slight modifications. One modification would be the Director of Utilities Office Coordinator working with Utility Billing to track the number of misplaced meters recovered and unauthorized connections discovered on a monthly basis. The other modification would be to work with the Amarillo Fire Department to track the number of fire hydrants tested monthly, how long they were drained, etc. These measures would be targeted toward public users and those that are illegally obtaining water usage from the City.
2. Costs Involved:
There should be no additional costs to the City for implementing this measure.
3. Implementation Plan:
 - Coordinate with Amarillo Fire Department.....Ongoing
 - Coordinate with Utilities Billing.....Ongoing
 - Begin tracking theft/fire hydrant usage.....Ongoing
4. Measure of Merit:
A decrease in the amount of water loss through unaccounted uses is an indicator of this measures effectiveness.

L. Work with Utility Billing to track misplaced meters/unauthorized connections

1. Description of Measure:
This measure coordinates with Utility Billing to locate and find misplaced meters and illegal water connections.
2. Costs Involved:
No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.
3. Implementation Plan:
 - Record Management (water production, consumption, sales, etc.).....Ongoing
4. Measure of Merit
A decrease in the amount of water loss through unauthorized uses is an indicator of this measures effectiveness.

M. Work with Amarillo Fire Department to track water used for hydrant testing

1. Description of Measure:
This measure will work with the City Fire Department to track water usage and fire hydrant testing on a regular basis.
2. Costs Involved:
No direct costs will be incurred by this measure, other than indirect cost that will incur by the employees' time.
3. Implementation Plan:
 - Record Management (water production, consumption, sales, etc.).....Ongoing
 - Begin tracking theft/fire hydrant usage.....Ongoing
 - Coordinate with Amarillo Fire Department.....Ongoing
4. Measure of Merit
A decrease in the amount of water loss through unaccounted uses is an indicator of this measures effectiveness.

N. Pollution Prevention (Plumbing Code, Wellhead Protection Program, Industrial Pretreatment Program, Backflow/Cross-connection Control Program)

1. Description of Measure:
 - a. To reduce the amount of household hazardous waste, which is a major source of groundwater contamination, host a "Household Hazardous Waste" disposal day. For this measure, the Director of Utilities Office Coordinator would work with the TCEQ, the City's Stormwater inspector, Wastewater Supervisor, Public Works, Potter County Local Emergency Planning Committee, and the Panhandle Regional Planning Committee (PRPC) to set up the event. This measure would target residential water consumers, and would only be available to residents of the City of Amarillo.
 - b. TCEQ defines a Wellhead Protection Program (WHPP) as a program that is designed to protect the quality of a water system's ground water source by monitoring and minimizing the impact of the activities in the source recharge area as well as the portion of the aquifer that supplies the system.
2. Costs Involved:
To offset this high cost, funds would be solicited from the TCEQ and PRPC (our regional Council of Government), who offer grants for these functions. Additional costs may be incurred for advertising.
3. Implementation Plan:
 - Reports done by the City Environmental Lab.....Ongoing
 - Coordinate with Water Treatment Plant on Wellhead Protection Program.....Ongoing
 - Cross Connection Program (Customer Service Inspection).....Ongoing
4. Measure of Merit:
This program's effectiveness would be measured by the quantity of household hazardous wastes collected and disposed of or recycled.

O. Alternative Water Sources

1. Description of Measure:
 - a. The City of Amarillo obtains water from several sources including CRMWA and City owned well fields. The City also provides reclaimed water for industry. Each of these alternative water sources operates independently of each other.
 - b. Replacements for Carson County Well Field which would extend life of investment in the Well Field, ensures continued firm delivery rates and can be used to balance against Potter County Well Field.
 - c. Continued redevelopment of SW/Palo Duro Field which would extend life of investment in Well Field, increase delivery rates and serves against peak day demands.

2. Costs Involved:
Cost for new wells and appurtenances.
3. Implementation Plan:
 - Bid process Ongoing
 - Engineering and design Ongoing
 - Construction process and timeline Ongoing
4. Measure of Merit:
Increase in the amount of water produced from the wells is a good indicator of effectiveness.

P. Rainwater Harvesting Incentive Program

1. Description of Measure:
The City of Amarillo Water Utility Department offers a financial incentive to encourage the use of rainwater as a supplement to municipal water for irrigation use. The Financial incentive will be in the form of a one-time credit on your City of Amarillo utility bill.
 - a. Rain Barrel Harvesting:
 - Applicant must receive 100% of its potable water from the Amarillo Water Utility.
 - The rain barrel must have a capacity of at least 45 gallons.
 - Galvanized tanks are NOT eligible due to their short lifespan.
 - Residents must provide proof of purchase in the form of an invoice or sales receipt, or a receipt from the installer.
 - Residents must provide a photograph of the installed rain barrel(s) at the residence.
 - Residents must submit a completed Rain Barrel Rebate Application to the City of Amarillo no later than 120 days from purchase or installation.
 - Applications can be obtained by calling (806) 378-3075 or by visiting our website at water.amarillo.gov.
 - b. Large System Water Harvesting:
 - Applicant must receive 100% of its potable water from the Amarillo Water Utility.
 - Life expectancy of the system should be a minimum of 10 years.
 - Galvanized tanks are NOT eligible due to their short lifespan. However, metal tanks with liners may be approved on a case-by-case basis; tank specifications must be submitted.
 - Tanks that are not UV resistant must be painted or enclosed.
 - The applicant agrees to have the system inspected by City staff, photographed, and the use of the photograph in promotional materials.

Round Cistern Capacity (Gallons)			
Height	6-Foot Diameter	12-Foot Diameter	18-Foot Diameter
6	1,269	5,076	11,421
8	1,692	6,768	15,227
10	2,115	8,460	19,034
12	2,538	10,152	22,841
14	2,961	11,844	26,648
16	3,384	13,535	30,455
18	3,807	15,227	34,262
20	4,230	16,919	38,069

No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.

- Rebates and incentives To Be Determined

- Rain Barrel Harvesting
 - Residents will receive a credit of half the cost up to \$20 on the City of Amarillo Utility bill for a one barrel installation.
 - Residents will receive a credit of half the cost up to \$40 on the City of Amarillo Utility bill for a two barrel or more installation.
- Large System Water Harvesting
 - Successful applicants will receive a credit on their City of Amarillo utility bill. Credits are for a minimum of \$45 for a 300 gallon system up to a maximum of \$500 based on a combination of 15 cents per gallon of tank storage capacity plus half of the cost of specific components (pad materials up to \$100, pump, pump switch up to \$100, and first flush parts up to \$35) for a complete, operational system.

1. Description of Measure:

- ### LAWN TALK

Make every drop count
Water your lawn the right way
Don't water your sidewalk or driveway
they won't grow no matter
how much water you give them



5 Basic Steps
For a Healthy Lawn

Don't Water When It Rains or Freezes
Use a rain/freeze sensor on your automatic irrigator.



Water Deeply & Water Less Often
If your lawn sinks back when you step on it, it doesn't need water.



Mow High & Mow Often
Try to keep your grass 1 1/2 to 3 inches long. This encourages a stronger root system and reduces evaporation.

Use Muck In Flower Beds
Helps retain moisture and control weeds.



Fertilize Only As Needed
Apply sparingly and follow the package labels carefully.

QUALIFYING RAIN/FREEZE SENSOR LIST

Brand Name	Model
Hunter	Rain-Clik (Rain only)
Hunter	Freeze-Clik (Frost only)
Hunter	SmartFreeze-Clik (Combination)
Hunter	Wireless Rain-Clik (Rain only)
Hunter	Mini-Weather Station (Combination)
Hunter	Wireless Rain/Freeze Sensor (Combination)
Hunter	State-Sync (Combination)
Intelli Systems	RSS500 (Rain only)
Intelli Systems	RS 1000 (Rain only)
Intelli Systems	RS-FS 1000 (Combination)
Gain-Hill Products	Mini-Clik Rain/Freeze Sensor (Combination)
Netcon	Rain-Trip (Rain only)
Orbit	Rain-Sensor (Rain only)
Orbit	Wireless Rain/Freeze Sensor (Combination)
Orbit	Wireless Rain/Freeze Sensor (Solar Powered) (Combination)
Orbit	Wireless Rain/Freeze Sensor (Combination)
Two Rivers Sensors	TWFS (Combination)
Two Rivers Sensors	RainWatch (Rain only)
Weather-Mate	Rain/Freeze Sensor (Combination)
Weather-Mate	Rain/Freeze Sensor (Combination)

**Or other device approved by the Building Safety Department*

RAIN/FREEZE SENSOR REBATE PROGRAM

Water Right!

It's time to change the way we water...



REBATE PROGRAM INSTRUCTIONS

*Customers can obtain a voucher (good for 10 days) to receive a rebate. Vouchers are available through the Utility Billing Dept. pick up at 509 SE 7th Ave. or call 608-378-4241

 1. Select, purchase and install the qualifying rain/freeze sensor.
 2. Complete rebate application form.
 3. Enclose copy of original invoice or sales receipt showing date of installation and cost of the device.
 4. Mail completed rebate application and receipt/invoice to:
City of Kenosha, Attn: Rain/Freeze Rebate, PO Box 100 Kenosha, WI 53102-1971 or bring the completed application and receipt/invoice to:
City of Kenosha, Utility Billing Dept., 509 SE 7th Ave. Room 102
 5. Receive credit on water bill!

Reduce Your Use. Every Drop Counts.

No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.

- Rebates and incentives _____ To Be Determined
 - Select, purchase and install the qualifying rain/freeze sensor.

- Complete rebate application form.
- Enclose copy of original invoice or sales receipt showing date of installation and cost of the device
- Mail completed rebate application and receipt/invoice to:

City of Amarillo,
Attn: Rain/Freeze Rebate
P.O. Box 100
Amarillo, TX 79105-1971 or

Bring the completed application and receipt/invoice to:

City of Amarillo - Utility Billing Dept
509 SE 7th Ave, Room 102
Amarillo, TX 79105-1971

4. Measure of Merit:

A decrease in the amount of water use through unaccounted uses is an indicator of this measures effectiveness.

II. **DEMAND SIDE MEASURES**

A. Drought Tolerant or Xeriscape® Demonstration Project

1. Description of Measure:

This measure conserves water through the use of “Water Wise” plant materials in landscape settings.

Martin Road



City Hall



2. Costs Involved:

No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.

3. Implementation Plan:
- Water Wise Handouts distributed by Parks Department.....Ongoing




Water Wise Landscapes

Recommended Plant Material

Achillea	Agastache	Artemisia
Butterfly Bush	Century Plant	Chocolate Flower
Cone Flower	Cotoneaster	Dianthus
Golden Rod	Gray Santolina	Indian Blanket
Korean Hyssop	Liriope	Mexican Hat
Penstemon	Pink Evening Primrose	Red Hot Poker
Russian Sage	Salvia	Sedum
Texas Red Yucca	Three Leaf Sumac	Verbena

Goal: Conserve water through use of "Water Wise" plant materials in landscape settings.

Objectives:

- ❖ Conserve Water
- ❖ Landscape Appeal
- ❖ Good Color For All Seasons
- ❖ Use Of Native Plants And Trees
- ❖ Visual Impact (Color & Depth)

Water Wise Grasses & Trees

Grasses	Trees
Bermuda (Turf)	Hackberry
Buffalo (Turf)	Pinion Pine
Gramma (Range Land)	Juniper
Blue Stem (Range Land)	Desert Willow
Pampas Grass	Western Soapberry
Feather Reed Grass	American Elm
Zebra Grass	Honey Mesquite
Indian Grass	Golden Rain Tree
Switch Grass	Cedar Elm
	Honey Locust
	Red Oak
	Chinese Pistache

* Since October 2002 the City of Amarillo Parks and Recreation Department has been on a voluntary water conservation program for the water used in our parks. Since that time the Parks and Recreation Department has saved 958,324,200 gallons of water.

4. Measure of Merit:
- An increase in the amount of residential, commercial, industrial or institutional drought tolerant landscaping is usually an indicator of the measures of effectiveness.

B. Continuing Public Education, Information and Outreach Efforts

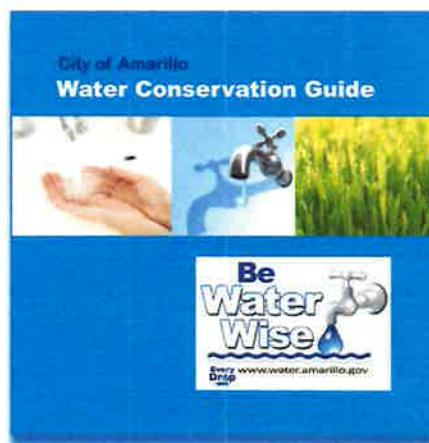
- Description of Measure:
 - Insert water conservation information and tips with water bills at least once per year. Inserts will include material developed by City staff using material obtained from the TWDB, TCEQ, ground water districts and other sources that pertain to water conservation in general, and specific to landscape irrigation conservation, and including protection of pipes from freezing.
 - Recruit local media in providing coverage of water conservation issues and the importance of water conservation.
 - Develop water conservation guide and other water conservation materials available to the public at utility offices or other public places.
 - Develop youth outreach program and establish an advisory committee.
- Costs Involved:

Varies and dependent upon what method.
- Implementation Plan:
 - Contact stake holder regarding water conservation.....Ongoing
 - Printing and distribution of conservation materials.....Ongoing
 - Press releases.....Ongoing

- TV and radio public service announcements..... Ongoing
 - Plant tours..... Ongoing
 - Displays and presentations..... Ongoing
 - Provide conservation tips with bill once per year..... Ongoing
4. Measure of Merit:
Number of events attended, number of guides distributed will be documented.

C. Update water conservation guide

1. Description of Measure:
This measure would update the water conservation guide for appearance and information.



2. Costs Involved:
Costs would be dependent on what source was used to update the guide and the amount of guides printed.
3. Implementation Plan:
- Update guide..... Ongoing
 - Printing and distribution..... Ongoing
4. Measure of Merit:
Determine by the number of guides distributed.

D. Form partnerships with Texas Agri-Life Extension Agency, Nurseries, Texas Apartment Association, Amarillo Area Realtors, etc.

1. Description of Measure:
Increase water conservation efforts by teaming up and partnering with different agencies and associations for public awareness.
2. Costs Involved:
No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.
3. Implementation Plan:
- Contact stakeholders regarding water conservation..... Ongoing
 - Coordinate with agencies regarding events..... Ongoing
4. Measure of Merit:
Determine by the number of partnerships obtained.

E. Presentations to community organizations and agencies concerning conservation (speaking engagements, and videos)

1. Description of Measure:
The City can use a variety of methods to distribute information and educate the public on water conservation. Some outreach methods include operating booths at public events, attending workshops, printed and video materials, Amarillo 101 and coordination with civic organizations.
2. Costs Involved:
No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.
3. Implementation Plan:
- Contact stakeholders regarding water conservation.....Ongoing
 - Coordinate with agencies regarding events.....Ongoing
4. Measure of Merit:
Determine by the number of events attended.

F. Gallons Per Capita Per Day (GPCD)

1. Description of Measure:
- a. This measure is an expression of the average rate of residential, commercial and industrial water user demands depending on the size of the system.
- b. Goals and Water Loss Target.

	Amarillo Municipal Water System			
	5-Year and 10-Year Targets and Goals for water savings			
Description	Current Average (Historic 5 Year Avg.)	Baseline	5-Year Goal	10-Year Goal
Total GPCD	221	221	200	195
Residential (GPCD)	106	106	100	95
Water Loss Goals (GPCD)	6	6	5	5
Water Loss Goals (percentage only)	3%	3%	2.50%	2.56%

2. Costs Involved:
No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.
3. Implementation Plan:
- Track water utility's progress.....Ongoing
 - Set performance targets and benchmark.....Ongoing
 - Collect data by connection type.....To Be Determined
 - Account for all water supplies.....Ongoing
4. Measure of Merit:
A reduction in the amount of residential, commercial, industrial or institutional consumption is usually an indicator of the measures effectiveness.

G. Increase Outreach Efforts

1. Description of Measure:
This measure consists of forming partnerships with local conservation oriented agencies, such as Master Gardeners, Texas Agri-Life Extension Service, Panhandle Groundwater Conservation District, Amarillo Apartment Association, and Amarillo Realtors Association. Specific goals would be to increase amount of speaking engagements, write 'guest' columns for the newspaper, solicit public service announcements on local radio stations and begin residential water audit program to help residential consumers reduce water usage.
2. Costs Involved:
The only costs involved in this plan involve purchasing water measuring equipment for use in residential auditing.
3. Implementation Plan:

• Begin group outreach

• Order auditing equipment

• Advertise residential audit program

• Begin residential audits

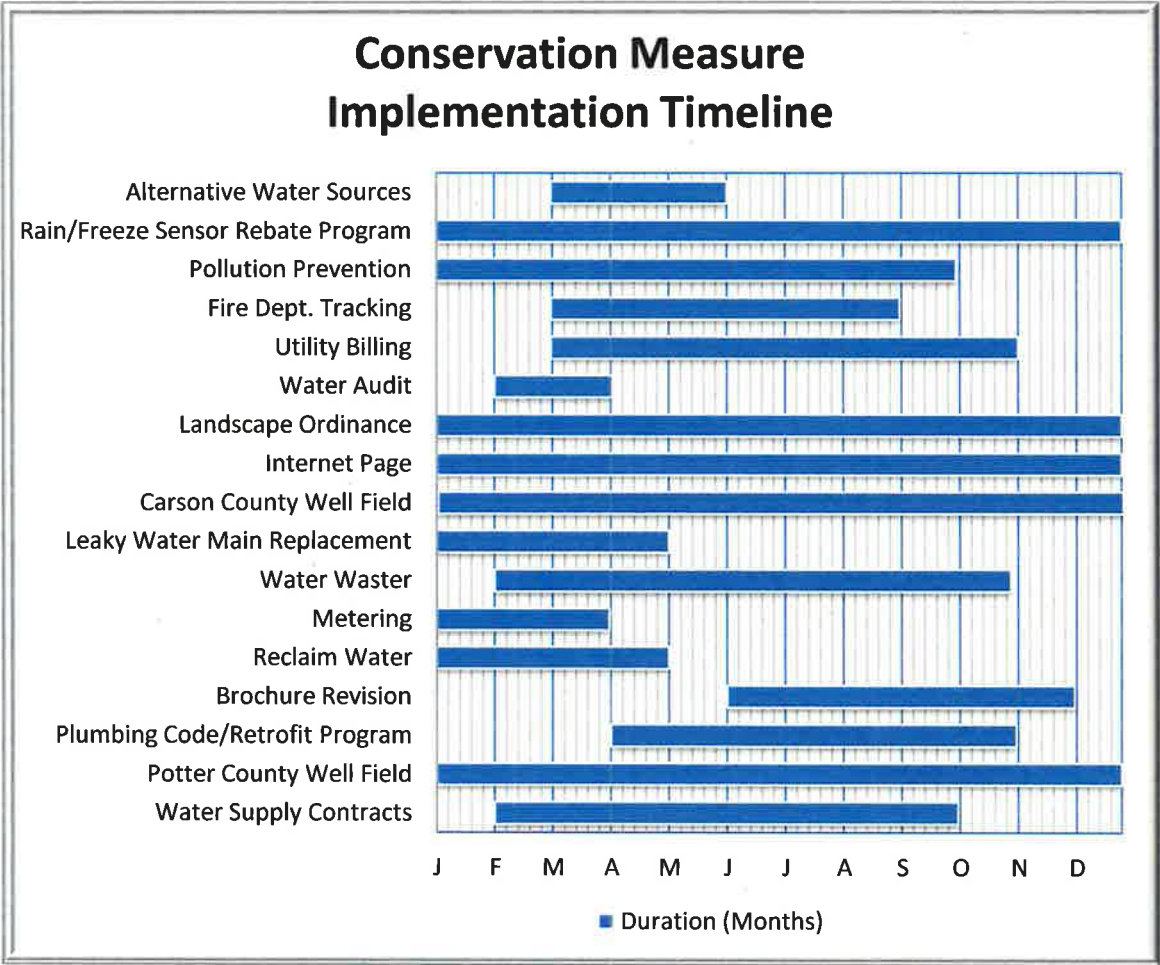
Ongoing

To Be Determined

To Be Determined

To Be Determined
4. Measure of Merit:
A reduction in the amount of residential, commercial, industrial or institutional consumption is usually an indicator of the measures effectiveness.

III. TIMELINE SUMMARY





Amarillo City Council

Agenda Transmittal Memo



Meeting Date	08/29/17	Council Priority	Infrastructure Initiative
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Department	Capital Projects & Development Engineering	Contact Person	Alan Harder, Civil Engineer II
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Agenda Caption

Award – BID # 5800/JOB # 523209 FY 16-17 Sewer Main Rehab by Pipebursting – Various Locations
Vaught Services, LLC - \$ 1,898,269.00

Agenda Item Summary

This item is to approve the construction contract for Wastewater Collection Improvements for the replacement of select sanitary sewer lines utilizing the pipebursting method. The location of this project targets specific areas identified by the Wastewater Collection Department.

Requested Action

Consider approval and award to Vaught Services, LLC - \$1,898,269.00

Funding Summary

Funding for this project is available in Project Number 530010.17400.2040 which was approved in the FY 16/17 CIP Budget. The construction expenses of this project are funded from the water and sewer revenue bonds issued in May of 2017.

Community Engagement Summary

This project will have modest impact to the neighborhood. The Project Manager will send notifications to the property owners prior to construction for affected citizens. 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.

To be awarded as one lot		Vaught Services LLC	Horseshoe Construction	Amarillo Utility Contractors	IPR South Central LLC	J & H Services Inc	File Construction LLC
Line 1 Mobilization/Demobilization including Insurance, Payment Bond, 1 ls							
	Unit Price	\$34,000.000	\$60,000.00	\$50,000.000	\$105,000.00	\$100,000.00	\$163,000.00
	Extended Price	34,000.00	60,000.00	50,000.00	105,000.00	100,000.00	163,000.00
Line 2 Furnish, install and maintain temporary erosion, sediment and water 1 ls							
	Unit Price	\$10,000.000	\$5,000.00	\$1,800.000	\$1,000.00	\$9,000.00	\$27,438.00
	Extended Price	10,000.00	5,000.00	1,800.00	1,000.00	9,000.00	27,438.00
Line 3 Furnish, install and maintain traffic safety and control system, 1 ls							
	Unit Price	\$5,000.000	\$10,000.00	\$31,000.000	\$15,000.00	\$50,000.00	\$48,425.00
	Extended Price	5,000.00	10,000.00	31,000.00	15,000.00	50,000.00	48,425.00
Line 4 Furnish and install four (4") foot diameter fiberglass manhole, complete, 6 ea							
	Unit Price	\$3,800.000	\$3,000.00	\$3,600.000	\$3,800.00	\$3,250.00	\$9,144.00
	Extended Price	22,800.00	18,000.00	21,600.00	22,800.00	19,500.00	54,864.00
Line 5 Furnish and install six (6') foot, diameter standard manhole at depth 1 ea							
	Unit Price	\$14,000.000	\$7,000.00	\$14,500.000	\$21,500.00	\$18,730.00	\$44,271.00
	Extended Price	14,000.00	7,000.00	14,500.00	21,500.00	18,730.00	44,271.00
Line 6 Furnish and install reopening of (4") taps, complete, per specifications 1,112 ea							
	Unit Price	\$395.000	\$600.00	\$590.000	\$350.00	\$1,320.00	\$1,451.00
	Extended Price	439,240.00	667,200.00	656,080.00	389,200.00	1,467,840.00	1,624,632.00

To be awarded as one lot		Vaught Services LLC	Horseshoe Construction	Amarillo Utility Contractors	IPR South Central LLC	J & H Services Inc	File Construction LLC
Line 7 Furnish and install internal drop assembly, complete in place (COA 7.02), 16 ea							
Unit Price	\$1,500.000	\$1,200.00	\$1,340.000	21,440.00	\$1,950.00	\$1,375.00	\$726.00
Extended Price	24,000.00	19,200.00			31,200.00	22,000.00	11,616.00
Line 8 Remove existing manhole, complete, per specifications 1 ea							
Unit Price	\$5,000.000	\$750.00	\$1,700.000	1,700.00	\$1,000.00	\$2,000.00	\$1,519.00
Extended Price	5,000.00	750.00			1,000.00	2,000.00	1,519.00
Line 9 Furnish and install 6" HDPE SS pipe by the pipebursting method, 39,478 lf							
Unit Price	\$30.500	\$28.00	\$32.800	1,294,878.40	\$40.00	\$35.25	\$30.00
Extended Price	1,204,079.00	1,105,384.00			1,579,120.00	1,391,599.50	1,184,340.00
Line 10 Furnish and install 8" HDPE SS pipe by the pipebursting method, 1,250 lf							
Unit Price	\$45.000	\$30.00	\$33.000	41,250.00	\$40.00	\$42.90	\$35.40
Extended Price	56,250.00	37,500.00			50,000.00	53,625.00	44,250.00
Line 11 Furnish and install 10" HDPE SS pipe by the pipebursting method, 1,678 lf							
Unit Price	\$50.000	\$37.00	\$36.000	60,408.00	\$50.00	\$47.45	\$44.00
Extended Price	83,900.00	62,086.00			83,900.00	79,621.10	73,832.00
Bid Total	1,898,269.00	1,992,120.00	2,194,656.40	2,299,720.00	3,213,915.60	3,278,187.00	
Awarded to Vendor		1,898,269.00					



LOCATION INCENTIVES AGREEMENT
by and between
AMARILLO ECONOMIC DEVELOPMENT CORPORATION
and
FAIRLY CONSULTING GROUP, LLC
and
OCCUNET, LLC

This Agreement, entered into effective as of the 1st day of January, 2017 (“**Effective Date**”), is by and between the AMARILLO ECONOMIC DEVELOPMENT CORPORATION (“**Amarillo EDC**”), a Texas corporation organized and chartered under Chapters 501 and 504 of the Texas Local Government Code, having its principal place of business in Amarillo, Potter County, Texas, and **FAIRLY CONSULTING GROUP, LLC**, a Texas limited liability company, and **OCCUNET, LLC**, a Texas limited liability company, each with its principal office in Amarillo, Texas (together, jointly and severally, “**Fairly**”).

Amarillo EDC is a tax-supported non-profit corporation whose primary income is a one-half of one percent sales tax collected within the City of Amarillo dedicated exclusively to economic development. **Amarillo EDC** exists for the primary purpose of stabilizing, diversifying and expanding the Amarillo economy through retention, expansion and recruitment of employment opportunities in order to benefit citizens of Amarillo and the surrounding area.

Amarillo EDC seeks to induce **Fairly** to retain and expand Amarillo Operations (defined below). The retention and creation of new jobs in **Fairly’s** Amarillo Operations is expected to have a substantial stimulative effect on the Amarillo economy and create many new jobs for Amarillo citizens both directly in **Fairly’s** operations and as a result of **Fairly’s** expenditures for employee wages and goods and services in the Amarillo economy.

Fairly is in the business of risk consulting, employee benefits services, commercial insurance, and medical billing review from its corporate headquarters in Amarillo, Texas, serving customers and clients throughout the United States. **Fairly** desires to expand Amarillo Operations in order to further take advantage of the desirable business operating environment in Amarillo, an environment that provides lower operating costs than many other metropolitan areas and a highly motivated, well-educated, productive work force of a size **Fairly** believes is capable of supporting expansion of Amarillo Operations.

Amarillo EDC, by its execution of this Agreement, extends to **Fairly** an offer of financial incentives as inducement to retain and expand operations and employment in Amarillo. **Fairly**, by its execution of this Agreement, accepts **Amarillo EDC’s** offer of financial incentives and pledges to use its best efforts to expand Amarillo Operations to the full extent provided in this Agreement.

The following defined terms will be used in this Agreement:

Defined Term	Definition
Affiliate	Any entity in which Fairly owns at least a 50% equity interest and that executes and delivers to Amarillo EDC , in form and substance reasonably satisfactory to Amarillo EDC , an agreement to be bound by the reporting requirements of Section 3 of this Agreement.
Amarillo Operations	Fairly's and its Affiliates' risk consulting, employee benefits, commercial insurance, and medical billing review activities and operations provided primarily at or from Fairly's or its Affiliates' regional corporate headquarters in Amarillo, Texas, with jobs categorized primarily in NAICS Sector Number 524.
Date Zero	January 1, 2017
Date One	December 31, 2017
Date Two	December 31, 2018
Dates Three and above	December 31, 2019, 2020, 2021, and so on (such that Date Fifteen is December 31, 2031)
Employee	Employees of Fairly and its Affiliates engaged on behalf of Fairly or its Affiliates in Amarillo Operations
Expansion Grant	As more particularly described in Section 1
Expansion Increment	Each full increment of five (5) FTEs and \$285,000 in Payroll maintained in Amarillo Operations over and above the FTE Retention Floor and the Payroll Retention Floor, respectively
FTE	An employee, to be counted as one (1) FTE, shall be any employee who has worked one thousand nine hundred and fifty (1,950) hours or more during that period. Employees working more than 1,950 hours in a year will be counted as one (1) FTE. Part-time Employees for a year shall be treated as partial FTEs for the year and shall be calculated by dividing the number of hours actually worked for each Employee working less than 1,950 hours by 1,950, and rounded to the nearest one-hundredth place. Full-time but less than full year Employees shall be treated as partial FTEs and calculated as above. In no event may any one person count as more than one (1) FTE for any year. The total of full-time FTEs and partial FTEs shall constitute the total FTEs for the year.
FTE Retention Floor	Seventy two and ½ (72.5) FTEs per year
Payroll	Total Gross Wages (as defined by and reportable to the Texas Workforce Commission) paid to Employees; provided, however, that the following components of compensation shall be included in Payroll: salary, hourly wages, and bonuses
Payroll Retention Floor	\$6,245,422 in annual Payroll in Amarillo Operations
Retention Year	Each 12-month period ending on Date One through Date Fifteen

NOW THEREFORE, in consideration of these presents, which are made a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. INCENTIVE OPPORTUNITIES FOR FAIRLY'S EXPANSION OF AMARILLO OPERATIONS

- 1.1 From and after the Effective Date, **Fairly** agrees to use commercially reasonable efforts to expand Amarillo Operations by creating new FTEs and adding to Payroll. Expansion of Amarillo Operations shall be measured against both the FTE Retention Floor and the Payroll Retention Floor in each Retention Year. Provided **Fairly** qualifies under the terms of this Section 1, **Amarillo EDC** shall pay to **Fairly** one or more expansion grant payments under the terms of this Section 1 (each an "**Expansion Grant**" and together the "**Expansion Grants**"). Notwithstanding anything else herein to the contrary, all amounts payable by **Amarillo EDC** hereunder shall be payable to Fairly Consulting Group, LLC. Fairly Consulting Group, LLC and OccuNet, LLC shall have the sole and absolute burden to handle any split of such amounts and shall indemnify and defend **Amarillo EDC** from and against any and all claims related to the proper recipient of the payments made hereunder.
- 1.2 Each Expansion Grant shall be up to NINETY THOUSAND DOLLARS (\$90,000.00), payable in ten (10) annual installments of up to NINE THOUSAND DOLLARS (\$9,000.00), subject to reduction as described in Section 1.3. **Fairly** shall be eligible for one Expansion Grant for each full Expansion Increment newly created during a year between Date Zero and Date Fifteen. So, to be eligible for an Expansion Grant, the Expansion Increment must have been fully created prior to Date Fifteen. **Fairly** agrees to maintain each Expansion Increment in Amarillo Operations for a nine (9) year period beginning with the Date at the end of the year in which the Expansion Increment was originally created. So, if the first full Expansion Increment is newly created in the year ending on Date Three, the 9-year Expansion Grant retention requirement begins on Date Three. **No Expansion Increment will be deemed to have been created unless and until both the full 5 FTEs and \$285,000 in Payroll for such Expansion Increment have been newly created.**
- 1.3 The first of ten (10) annual Expansion Grant installments called for under Section 1.2 shall be due after the Retention Year in which a full Expansion Increment is first newly created. For each of the nine (9) years thereafter, if **Fairly** maintains both the additional 5 FTEs and \$285,000 in Payroll related to such Expansion Increment, there shall be no deduction from the Expansion Grant installment amount due under Section 1.2 for such year, related to such Expansion Increment. If, during such nine (9) year period, **Fairly** fails to maintain one or both of the FTE or Payroll amounts required for

an Expansion Increment, the Expansion Grant installment related to such year shall be reduced or eliminated altogether, as follows:

- a. Should **Fairly** meet only one of either the FTE or Payroll amounts required (5 for FTEs and \$285,000 for Payroll) related to an Expansion Increment, and miss the other target by no more than five percent (5%), the Expansion Grant installment called for under Section 1.2 for such year shall be calculated as follows: $\$9,000 \times (\text{Actual amount of FTE or Payroll maintained [using the figure that fell short of the required amount] related to such Expansion Increment} / [5 \text{ if FTEs fell short or } \$285,000 \text{ if Payroll fell short}])$.
- b. There shall be no Expansion Grant installment due for such year under Section 1.2 if either: (i) **Fairly** meets only one of either the FTE or Payroll amounts required related to an Expansion Increment (again, being 5 additional FTEs and \$285,000 in additional Payroll for each Expansion Increment), and misses the other requirement by more than five percent (5%); or (ii) **Fairly** fails to meet both the FTE or Payroll amounts required related to such Expansion Increment.

No level of future performance by **Fairly** shall give rise to a payment obligation of **Amarillo EDC** related to prior deductions from Expansion Grant payments. Each Expansion Increment shall be measured on its own, so each Expansion Increment stands on its own for purposes of the reduction or elimination of the nine (9) annual Expansion Grant installment payments as described in Section 1.3. So, the denominator of the fraction in Section 1.3, above, shall only ever be 5 or \$285,000, depending on whether the additional FTE (5) or Payroll (\$285,000) requirement was missed for such year.

- 1.4 The FTE and Payroll reports required to be provided by **Fairly** under Section 3 shall be used to measure whether an Expansion Increment has been newly created, and whether it has been maintained. Each installment of an Expansion Grant shall be payable within ten (10) business days of **Amarillo EDC's** receipt and approval of such reports which establish the creation and/or retention of an Expansion Increment. Failure to maintain an Expansion Increment in any one or more of the 9-year periods described in this section shall not, on its own, give rise to any repayment obligation of **Fairly** (a repayment obligation under other provisions of this Agreement may, however, be triggered, depending on the circumstances).
- 1.5 Notwithstanding anything else herein to the contrary, the maximum aggregate amount **Amarillo EDC** shall in any event be obligated to pay under this Agreement shall be ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000). After each 9-year Expansion Grant payment period ends, no Expansion Increment can be newly created for the same increment of FTEs and Payroll.

- 1.6 **Fairly** will use the funds provided by **Amarillo EDC** under this Agreement only for the purpose of retaining, maintaining, or expanding Amarillo Operations.

2. **POTENTIAL REPAYMENT OBLIGATION OF FAIRLY**

- 2.1 Notwithstanding anything else herein to the contrary and in addition to any other repayment obligation triggers in this Agreement:
- a. Should Amarillo Operations cease while **Amarillo EDC** has any potential payment obligation under this Agreement, **Fairly** shall not receive any Expansion Grant for the year in which Amarillo Operations ceased, nor any future years.
 - b. Additionally, should Amarillo Operations cease prior to Date Fifteen, **Fairly** shall repay to **Amarillo EDC** an amount calculated as: the aggregate amount of funds received by **Fairly** under this Agreement multiplied by a fraction the numerator of which is one (1) plus the number of full Retention Years remaining after the year in which Amarillo Operations ceased and the denominator of which is fifteen (15). So, for instance, if Amarillo Operations cease after Date Five but before Date Six, **Fairly** would not receive any Expansion Grant payments for the Retention Year ending on Date Six (and any future years) and **Fairly** would be obligated to repay to **Amarillo EDC** two-thirds (2/3) of the total amount of funds received by **Fairly** under this Agreement.
- 2.2 In addition to any other indication that **Fairly's** Amarillo Operations have ceased, Amarillo Operations shall be conclusively deemed to have ceased if: (i) **Fairly** fails to timely provide the reports required under this Agreement for more than one (1) Retention Year; or (ii) for any year in which **Fairly** is eligible for a payment under this Agreement, **Fairly** achieves less than seventy percent (70%) of the Payroll Retention Floor or the FTE Retention Floor.
- 2.3 Except as otherwise specifically provided herein, any repayment obligation of **Fairly** shall be fully due and payable to **Amarillo EDC** within fifteen (15) business days of **Amarillo EDC's** written notice and demand therefore.
- 2.4 Under no circumstance will **Fairly's** aggregate obligation for repayment under this Agreement to **Amarillo EDC** exceed the amount of funds advanced to **Fairly** by **Amarillo EDC** under this Agreement; provided, however, attorneys' fees and costs of suit may also be recovered by the prevailing party.

3. MEASUREMENT OF AND PROVISIONS FOR REPORTING FTEs AND PAYROLL TO AMARILLO EDC

- 3.1 In addition to such reporting and backup documentation that **Amarillo EDC** should reasonably request, **Fairly** shall, without demand or other request therefore, deliver copies of each and every quarterly report submitted to the Texas Workforce Commission, contemporaneously with their submission to the commission (and in no event beyond the deadline for such reports to the TWC), related to Amarillo Operations. Additionally, contemporaneously with each quarterly report submitted to the Texas Workforce Commission, **Fairly** shall provide a separate report listing all employees in the order they appear on the report submitted to the Texas Workforce Commission and indicating the total number of hours worked by each Employee during such quarter. In addition, each year-end report shall include the number of FTEs that each Employee represents for such year and a total aggregate number of FTEs maintained in Amarillo Operations during such year (in no event shall any one person count as more than 1 FTE in any year). On each such report, **Fairly** shall clearly mark each employee who was not, during the period the report relates to, engaged primarily in Amarillo Operations (such employees shall not count towards the FTE and Payroll figures under this Agreement). Each such report shall be certified to **Amarillo EDC** as true and correct by the Chief Executive Officers of both Fairly Consulting Group, LLC and OccuNet, LLC.
- 3.2 **Fairly** also shall allow **Amarillo EDC** and its agents to examine **Fairly's** records necessary to verify employment in Amarillo Operations should **Amarillo EDC** so request. **Amarillo EDC** understands that such information shall be for **Amarillo EDC's** use only in connection with confirming the accuracy of reports required hereunder and enforcing its rights relative thereto. Subject to any applicable Texas Public Information Act provision, or similar law, **Amarillo EDC** agrees that such review and examination will be subject to reasonable confidentiality safeguards (including, without limitation, the execution and delivery by **Amarillo EDC** and/or its agents, as appropriate, of a reasonable and mutually agreeable confidentiality agreement) and that a **Fairly** representative shall have the right to accompany **Amarillo EDC** or its agent during such review. **Amarillo EDC** or its agents, as appropriate, will be allowed to make and retain any copies or transcriptions of any **Fairly** records. Any inspection shall be done with at least ten (10) days advance notice to **Fairly**, shall occur during normal working hours, and shall continue from day-to-day until complete.
- 3.3 **Fairly** will provide reports on a timely basis to **Amarillo EDC**, as provided above. Failure to do so will constitute a condition of default under this Agreement. In the event an FTE or Payroll amount reported to **Amarillo EDC** is discovered by **Fairly** to be inaccurate in any way, **Fairly** shall immediately notify **Amarillo EDC** of such inaccuracy and immediately provide a substitute report, highlighting each item of

information which was inaccurate. If such replacement report establishes that **Fairly** received a payment under this Agreement that it was not entitled to receive, in addition to any other rights or remedies of **Amarillo EDC** hereunder, **Fairly** shall immediately repay such amount to the **Amarillo EDC** with interest at five percent (5%) per year since the date of such improper payment.

- 3.4 To qualify as an Affiliate of **Fairly** under this Agreement, each such Affiliate shall execute and deliver to **Amarillo EDC** a written agreement including such terms as **Amarillo EDC** shall reasonably deem to be appropriate, including without limitation an agreement by such Affiliate to be bound by the terms of this Section 3, to jointly and severally guaranty all repayment obligations to **Amarillo EDC** under this Agreement, and to have the Chief Executive Officer, or equivalent corporate official, certify all reports required hereunder as true and correct to **Amarillo EDC**. The qualification of any third-party as an Affiliate under this Agreement shall in no way alter the incentive payment procedures set forth in Section 1.1.

4. FAIRLY'S REPRESENTATIONS AND WARRANTIES

Fairly represents and warrants to **Amarillo EDC** as of the Effective Date and again upon the provision of any reports required to be provided to **Amarillo EDC** hereunder the following:

- 4.1 **Fairly Consulting Group, LLC**, is a for-profit limited liability company, duly organized and existing in good standing under the laws of the State of Texas. **OccuNet, LLC**, is a for-profit limited liability company, duly organized and existing in good standing under the laws of the State of Texas.
- 4.2 **Fairly** maintained approximately 72.5 FTEs and \$6,245,422 in Payroll in **Amarillo Operations** during the year ending on December 31, 2016.
- 4.3 The expansion of **Amarillo Operations** has been duly authorized by **Fairly's** board of directors or authorized corporate officer and this Agreement is not in contravention of any law, rule or regulation or of the provisions of **Fairly's** articles of incorporation or bylaws (or similar formation and governing documents), or of any agreement or instrument to which **Fairly** is a party or by which it may be bound.
- 4.4 No litigation or governmental proceeding is pending, or, to the knowledge of any of **Fairly's** officers, threatened against or affecting **Fairly**, which may result in a material adverse change in **Fairly's** business, properties, or operations sufficient to jeopardize **Fairly** as a going concern.
- 4.5 No certificate or statement herewith, heretofore delivered, or to be delivered by **Fairly** to **Amarillo EDC** in connection herewith (including, without limitation, any report

required to be provided hereunder), or in connection with any transaction contemplated hereby, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements or information contained therein from being misleading.

- 4.6 The Texas Public Information Act, the Texas Open Meetings Act, and certain document retention statutes and regulations (together, “**Public Information Laws**”) apply to **Amarillo EDC** and, as such, this Agreement and some or all of the information, communications, or documents created, obtained, or maintained by **Amarillo EDC** under this Agreement may be subject to required public disclosure.

5. **AMARILLO EDC's REPRESENTATIONS AND WARRANTIES**

- 5.1 **Amarillo EDC** represents and warrants to **Fairly** as of the Effective Date the following:

- a. **Amarillo EDC**, to the best of the knowledge of its Board of Directors and President, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation organized under Chapters 501 and 504 of the Texas Local Government Code.
- b. No litigation or governmental proceeding is pending, or, to the knowledge of any of **Amarillo EDC's** officers, threatened against or affecting **Amarillo EDC**, which if adversely determined may result in **Amarillo EDC's** inability to meet its obligations under this Agreement.

- 5.2 **Amarillo EDC** represents that, to the best of its knowledge and belief, the Public Information Laws require this Agreement to be subject to public disclosure. All or parts of the FTE and Payroll reports required to be provided hereunder, in addition to other documents in **Amarillo EDC's** file or otherwise subject to its control relating to **Fairly**, may also be subject to public disclosure. The **Amarillo EDC** will, for so long as it has documents or information that may be confidential or proprietary to **Fairly**, use commercially reasonable means available to it under the Public Information Laws to allow **Fairly** to seek to protect its confidential or proprietary information from public disclosure. For reference, the Texas Public Information Act allows **Amarillo EDC** to do so under Texas Government Code Section 452.305, and as required by that section, **Amarillo EDC** will make a good faith effort to notify **Fairly** of any request involving its information.

6. **FORCE MAJEURE**

If, by reason of force majeure, such as fire, flood, windstorm, or other act of God, either

party is reasonably unable to fulfill its obligations under this Agreement, such party shall use reasonable and diligent effort to rectify the situation within a reasonable time, which period shall, in no event, be longer than three (3) months, and which period shall be added to any scheduled period or deadline hereunder.

7. EVENTS OF DEFAULT AND REMEDIES

In addition to any other right of **Amarillo EDC** elsewhere in this Agreement, the following shall be events of default under this Agreement:

- 7.1 The insolvency of **Fairly**. "Insolvent" is defined to mean one either has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, or is insolvent within the meaning of the federal bankruptcy law.
- 7.2 The appointment of a receiver of **Fairly**, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- 7.3 The filing by **Fairly** of a petition to be adjudged a bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- 7.4 The failure of **Fairly** to promptly and timely pay or perform any of its obligations under this Agreement.
- 7.5 Any material misrepresentation or inaccurate report, whether or not knowingly or intentionally provided, of **Fairly** to **Amarillo EDC**; provided, however, inaccuracies in the FTE or Payroll amounts reported by **Fairly** under this Agreement shall be "material" only if such reports over-stated FTE or Payroll levels by more than two and a half percent (2.5%).

In addition to any other remedy available by law, should any of these conditions not be cured (if subject to cure) by **Fairly** within a period of one (1) month following written notice from **Amarillo EDC** to **Fairly**, **Amarillo EDC** may, at its option, terminate any and all obligations of **Amarillo EDC** under this Agreement and require repayment of all funds paid to **Fairly** under this Agreement, less any amounts previously repaid by **Fairly**.

8. GOVERNING LAW, VENUE, AND ATTORNEYS' FEES

All obligations of the parties are performable in Amarillo, Potter County, Texas, and this Agreement is governed by the laws of the State of Texas. Venue for any action arising from or related to this Agreement shall be exclusively in the State District Courts in and for Potter County, Texas. The prevailing party to any lawsuit arising from or related to this Agreement shall be entitled to recover its reasonable and necessary attorneys' fees and costs. Interest on

amounts past-due hereunder shall accrue at the rate of five percent (5%) per year.

9. NOTIFICATION

All notifications required under and/or having to do with this Agreement shall be made to the following:

For Amarillo EDC

Attn: Mr. Barry Albrecht, President/CEO
Amarillo Economic Development Corporation
801 South Fillmore, Suite 205
Amarillo, Texas 79101

With a copy to

John B. Atkins
Underwood Law Firm, P.C.
P.O. Box 9158
Amarillo, Texas 79105
Facsimile: (806) 242-0521

For Fairly

Attn: Alex Fairly
Fairly Consulting Group, LLC
1800 S. Washington Street, Suite 40
Amarillo, Texas 79102

-and-

Attn: Elliott McKinney
OccuNet, LLC
PO Box 50490
Amarillo, Texas 79159

10. AMARILLO EDC BOARD AND AMARILLO CITY COUNCIL APPROVAL

This Agreement is part of a Project (as defined in Chapters 501 and 504 of the Texas Local Government Code). If the Project is not approved by the Board of Directors of the **Amarillo EDC** and the City Council of the City of Amarillo, Texas on or before September 30, 2017, this Agreement shall terminate without further obligations upon **Amarillo EDC** or **Fairly**.

11. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

11.1 **Fairly** certifies that it does not and will not knowingly employ an Undocumented Worker, defined below, between the Effective Date and the date upon which **Fairly** no longer owes any duties under this Agreement. "Undocumented Worker" shall mean an individual who, at any time during employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under law to be employed

in that manner in the United States. **Fairly** shall immediately notify **Amarillo EDC** if: (i) **Fairly** becomes aware it employs or has employed an Undocumented Worker; (ii) **Fairly** becomes aware or receives notice that it is alleged to have employed an Undocumented Worker; or (iii) **Fairly** is convicted of a violation under the following paragraph.

- 11.2 If between the Effective Date and the date on which **Fairly** no longer owes any duties under this Agreement, **Fairly** knowingly employs an Undocumented Worker or is convicted of a violation under 8 U.S.C. Section 1324a(f), **Fairly** shall repay to **Amarillo EDC** the entire grant amount received by **Fairly** hereunder. Such amount shall be due and payable in full on the 120th day after the date **Amarillo EDC** notifies **Fairly** of the violation and interest shall accrue on such amount at the contract rate thereafter.

THIS AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO AND THEIR SUCCESSORS AND ASSIGNS; HOWEVER, IT MAY NOT BE ASSIGNED BY EITHER PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

{Signature Page Follows}

EXECUTED by the parties hereto effective as of the Effective Date.

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By: _____
Barry Albrecht, President and CEO

FAIRLY CONSULTING GROUP, LLC

By: dealOn, LLC, a Texas limited liability company, Managing Member

By: _____
Alex Fairly, Managing Member and Sole Director

OCCUNET, LLC

By: _____
Elliot McKinney, Managing Member



STATE OF TEXAS §
COUNTIES OF POTTER §
AND RANDALL §
CITY OF AMARILLO §

On the 24th day of July, 2017, the Amarillo Planning and Zoning Commission met in a work session at 2:45 PM to review agenda items, then convened in regular session at 3:00 PM in the City Council Chamber on the third floor of City Hall, 509 East 7th Avenue, Amarillo, Texas, with the following members present:

VOTING MEMBERS	PRESENT	NO. MEETINGS HELD	NO. MEETINGS ATTENDED
Mike Good, Vice-Chairman	Y	120	85
Dean Bedwell	Y	205	194
Rob Parker, Chairman	Y	73	60
Rick Thomason	Y	43	36
Bowden Jones	Y	34	26
Dick Ford	Y	18	13
Terry Harman	Y	17	17

PLANNING DEPARTMENT STAFF:
AJ Fawver, AICP, CNU-A, Planning Director Jeffery English, Planner I
Jan Sanders, Recording Secretary

Chairman Parker opened the meeting, established a quorum and conducted the consideration of the following items in the order presented. Jeffrey English gave the recommendation for the agenda items.

- I. Call to order and establish a quorum is present.
- II. Public Comment: Citizens who desire to address the Planning and Zoning Commission with regard to matters on the agenda or having to do with policies, programs, or services will be received at this time. The total time allotted for comments is three (3) minutes per speaker. Planning and Zoning Commission may not discuss items not on this agenda, but may respond with factual, established policy information, or refer to staff.
(Texas Attorney General Opinion. JC-0169)

No comments were made.

- III. Consent Agenda: The Commission may request a consent agenda item to be moved to the Regular Agenda for presentation and comment. Otherwise, the consent agenda will be considered in one vote. Consent agenda items are routine items recommended for approval, and which do not include requests for waivers or variances.
- 1: Approval of the minutes of the July 10, 2017 meeting.
 - 2: D-17-01 Dedication of 11.516 acres to Public Utility / Drainage Easements in Tract 2 of Westcliff Unit No. 18, an addition to the City of Amarillo, in Section 24, Block 9, BS&F Survey, Potter County, Texas. (11.516 Acres) (Vicinity: Westwood Dr. & Blossom Way)
 - 3: V-17-04 Vacation of 22.775 acres to Public Utility / Drainage Easements in Tract 2 of Westcliff Unit No. 18, an addition to the City of Amarillo, in Section 24, Block 9, BS&F Survey, Potter County, Texas. (22.775 Acres) (Vicinity: Westwood Dr. & Blossom Way)

A motion to approve the Consent Agenda was made by Commissioner Good, seconded by Commissioner Thomason, and carried unanimously.

IV. Regular Agenda:

- 1: Subdivision Plats: The Planning & Zoning Commission has final authority for approval; appeals may be directed to City Council.

- A. P-17-54 Bishop Ranches Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 81, Block 9, BS&F Survey, Potter County, Texas. (3.92 Acres) (Vicinity: East View Dr. & Ranch Rd.)

Public hearing and consideration of a request for approval of a final plat, and one variance. The variance requested is from the standard that all lots shall front upon a public street, in order to allow creation of a single lot deriving access from an easement.

Chairman Parker advised the plat is tabled until a future Planning and Zoning Commission meeting.

- B. P-17-59 Tierra Del Sol Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 17, Block 9, BS&F Survey, Potter County, Texas. (10.23 Acres) (Vicinity: Diaz Ranch Rd. & Lago Dr.)

Public hearing and consideration of a request for approval of a final plat and one variance. The variance requested is from the standard that all lots shall front upon a public street, in order to allow creation of a single lot deriving access from an easement.

Mr. English presented the item, advising the plat is located within the ETJ, where the dedication of streets is handled somewhat differently, as the site is managed by the County and not the City. Mr. English stated staff believes the request is appropriate and recommends approval of the variance as submitted.

Mr. Ford inquired if the access would be attained by private easement. Mr. English advised that is correct. Mr. Jones inquired if other scenarios existed, besides the private easement. Mr. English advised the easement is the only allowable scenario that is applicable. Mr. Bedwell inquired if Randall County Fire Department has the same fire code as Potter County. Mr. English stated the Fire Marshal's office does not have jurisdiction over ETJ matters and comments must be made through the County.

Chairman Parker asked if anyone wanted to speak in favor of or against said request. No comments were made.

A motion to approve P-17-59 with a variance was made by Commissioner Bedwell, seconded by Commissioner Thomason, and carried unanimously.

- 2: Rezoning: The Planning & Zoning Commission makes recommendation for approval or denial; appeals may be directed to City Council.

- A: Z-17-17 Rezoning of 35.32 acre tract of land in Section 190, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District (A) to Manufactured Home District (MH). (35.32 Acres) (Vicinity: N Ong St. & Broadway Dr.)

Chairman Parker advised the zoning request is tabled, at the request of the applicant, until a future Planning and Zoning Commission meeting.

3: Planning Director's Report.

Ms. Fawver advised the new Planning and Zoning agenda is going to be similar to the City Council's agenda. The consent agenda is reserved for more routine items, such as easements. Ms. Fawver gave a brief update on the ongoing neighborhood plans. The North Heights Neighborhood Plan has a major sewer main installation currently in process, and the Amarillo Inn demolition is also underway. The Barrio Neighborhood Plan is approximately 40% through the overall process, with a projected adoption in February 2018. To date, the advisory committee has participated in four meetings which has provided good feedback, and staff is currently approaching phase 2 of the five phases. The final draft is scheduled in February, with proposed changes being presented to the Commissioners for their recommendation before the City Council presentation. The San Jacinto neighborhood has been identified by City Council as the 3rd neighborhood plan. Ms. Fawver stated staff is beginning the process of reviewing all applications to make sure they are clear and concise for the applicants, as well as the pre application conference process. Ms. Fawver mentioned a recent visioning session with the city council which proposed three areas to review, and these are transportation, redevelopment of key areas and

looking at neighborhoods. Commissioner Bedwell inquired as to the shortage of Planning staff members. Ms. Fawver advised the Planning Department currently has 4 vacancies at the moment. These positions have been posted and we are currently in the recruiting process.

4: Discuss Items for Future Agendas.

No further comments were made and the meeting was adjourned at 3:20 P.M.

A handwritten signature in cursive script, appearing to read "AJ Fawver", written in black ink.

AJ Fawver, AICP, CNU-A
Planning & Zoning Commission