AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, JULY 17, 2018 AT 3:00 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) Policy Governance Leadership Discussions with Bob Schroeder;
   (3) Downtown Parking Management Presentation;
   (4) AMI Metering Presentation;
   (5) Reports and updates from City Councilmembers serving on outside Boards:
   Beautification and Public Arts Advisory Board; and
   Kauffman Foundation's Mayors Summit
   (6) Consider future Agenda items and request reports from City Manager.

REGULAR MEETING ITEMS

INVOCATION: Stan Austin

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 regular meeting held on July 10, 2018.

   B. **ORDINANCE NO. 7739**:
   (Contact: Sherry Bailey, Senior Planner)
   This is the second and final reading of an ordinance rezoning The Colonies Unit No. 70, in Section 40, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways from Agricultural District (A) to Residential District 2 (R-2). (Vicinity: Wesley Road and Liberty Circle South.)

C. **ORDINANCE NO. 7743**:
(Contact: Sherry Bailey, Senior Planner)
This is the second and final reading of an ordinance determining the lack of Public Necessity for a 25-foot drainage easement located on Lots 1 and 2, Block 37, Lawrence Park Unit No. 25, in Section 227, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Lometa Drive and Olsen Boulevard.)

D. **ORDINANCE NO. 7744**:
(Contact: Sherry Bailey, Senior Planner)
This is a second and final reading of an ordinance rezoning Lots 17 thru 33, Block 24, Heritage Hills Unit No. 7, in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 2 (R-2) to Residential District 3 (R-3). (Vicinity: Kori Drive and John Thomas Street.)

E. **APPROVAL – CONSIDER THE OPERATING AGREEMENT BETWEEN THE CITY OF AMARILLO AND LYFT, INC.**:
(Contact: Michael W. Conner, Director of Aviation)
This item is the agreement between the City of Amarillo and Lyft, Inc., which is a transportation network company. The agreement outlines the Lyft operating parameters for their operations at the Rick Husband Amarillo International Airport.

F. **APPROVAL – CONSIDER THE OPERATING AGREEMENT BETWEEN THE CITY OF AMARILLO AND RASIER, LLC (UBER)**:
(Contact: Michael W. Conner, Director of Aviation)
This item is the agreement between the City and Raiser, LLC, which is the regional UBER transportation network company. The agreement outlines the UBER operating parameters for their operations at the Rick Husband Amarillo International Airport.

G. **APPROVAL – CONSIDER THE SECOND AMENDMENT TO THE AUTOMOBILE PARKING MANAGEMENT CONTRACT BETWEEN CITY OF AMARILLO AND REPUBLIC PARKING SYSTEM, LLC**:
(Contact: Michael W. Conner, Director of Aviation)
This item is the second amendment to the Republic Parking System, LLC contract for the continued management of the Airport's parking lots. This amendment includes a contract extension of three (3) additional years, through March 31, 2022, in exchange for Republic installing new parking equipment to accommodate the regulations of commercial ground transportation traffic at the airport terminal building.

H. **APPROVAL – CONSIDER THE HANGAR LAND LEASE AGREEMENT BETWEEN THE CITY OF AMARILLO AND WILMAX LLC**:
(Contact: Michael W. Conner, Director of Aviation)
This item is a new land lease agreement between the City of Amarillo and Wilmax, LLC for the continued lease of land at the Rick Husband Amarillo International Airport. The new lease is a 10-year lease with two separate 10-year option periods. This lease begins on August 1, 2018, with the initial term ending on July 31, 2028. This new lease is an update to their original lease which began on November 4, 1975, and includes new lease rates based on the latest land appraisal from November 8, 2017.

I. **APPROVAL – AVIATION CLEAR ZONE EASEMENT**:
(Contact: Sherry Bailey, Senior Planner and Cody Balzen, Planner II)
Aviation Clear Zone Easement, being 3,755 feet above mean sea level above the plat of Buffalo Run Unit No. 1, an addition to the City of Amarillo, being an unplatted tract of land in Section 59, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Pullman Road and Walls Road.)

J. **APPROVAL – PROFESSIONAL SERVICES AGREEMENT – AMENDMENT #2 ENGINEERING SERVICES – RELOCATION OF LIFT STATION NO. 32 AT A NEW SITE**:
(Contact: Kyle Schniederjan, CP&DE Director)
Kimley-Horn and Associates, Inc. -- $262,240.00
This item approves Amendment # 2 to a November 20, 2013, Agreement for Engineering Services to perform additional engineering services. This

addendum provides for the continuation of services by Kimley-Horn and Associates, Inc. at a cost not-to-exceed $262,240.00.

K. **CONSIDER FOR APPROVAL – CHANGE ORDER NO. 1- HILLSIDE TERRACE ESTATES 30" SEWER REPLACEMENT – CONTRACT 2 – SPIESS CONSTRUCTION CO., INC.**:
(Contact: Floyd Hartman, Assistant City Manager)

Original Contract Amount	$8,655,030.00
Previous Change Orders	$ 0.00
This Change Order No. 1	$ (89,103.16)
Revised Contract Total	$8,565,926.84

This item is to approve Change Order No. 1 to Spiess Construction Co., Inc., which revises the northern alignment location from the street to the alley and changes construction method from trenchless to open-cut excavation. The realignment of this line is due to unforeseen project conditions.

REGULAR AGENDA

2. **MPEV CONSTRUCTION UPDATE**:
(Contact: Jerry Danforth, Facilities and Special Project Administrator)

3. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7745**:
(Contact: Sherry Bailey, Senior Planner)
This is a public hearing and first reading of an ordinance on a request to Rezone Lots 7 - 9, Block 2, Denver Heights Unit No. 1, in Section 138, Block 2, AB&M Survey, Potter County, Texas, plus one half of all bounding streets, alley, and public ways to change from Heavy Commercial District (HC) to Heavy Commercial District with a Specific Use Permit 194 (HC/S-194) for a crematorium (0.49 acres). (Vicinity: South Bivins Street and Southeast 4th Avenue.)

4. **AWARD – CONSTRUCTION OF FIRE STATION #3 LOCATED AT 7441 OXFORD DRIVE**:
(Contact: Jerry Danforth, Facilities Director)
Awarded to Southwest General Contractors $2,440,517
This award is for the construction of the new Fire Station #3 located at 7441 Oxford Drive, Amarillo, Texas. Funding for this project is from General Obligation bonds approved in November 2016 bond election as Proposition 2.

5. **EXECUTIVE SESSION**:
City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:
(1) Section 551.087 - Deliberation regarding economic development negotiations; discussion regarding commercial or financial information received from a business prospect:
   (a) City Economic Development Project #18-07 in the vicinity of Southeast 3rd Avenue and South Pierce Street.
(2) Section 551.072 - Deliberation regarding real property; discussion regarding purchase, exchange, lease or value of real property:
   (a) City Economic Development Project #18-07 in the vicinity of Southeast 3rd Avenue and South Pierce Street.

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 13th day of July 2018.

A(4)

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	July 17, 2018	**Council Priority**	Best Management Practices
Department	Water Utilities		
Contact	Jonathan Gresham – Assistant Director of Utilities		

Agenda Caption

Work Session – Presentation to Council of contract for SL-serco for the evaluation of an Advanced Meter Infrastructure (AMI) system.

Agenda Item Summary

The City of Amarillo has approximately 80,000 water meters that are currently read manually with handheld devices throughout its service area. The City staff has defined existing utility issuers and opportunities for new meter reading technology to mitigate existing problems through an AMI solution. The City recognizes that additional business process efficiencies, operational cost savings and improved customer service activities will improve the current system with a new AMI system.

Requested Action

Hear presentation during work session and consider approval of contract to SL-serco at the following week's Council meeting

Funding Summary

Funding for this contract ($110,000) is available from the Water E&I account and was transfer to JDE#523291

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of contract to SL-serco.

A

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 10th day of July 2018, the Amarillo City Council met at 4:30 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:

FREDA POWELL	COUNCILMEMBER NO. 2
EDDY SAUER	COUNCILMEMBER NO. 3
HOWARD SMITH	COUNCILMEMBER NO. 4

Absent were Mayor Nelson and Councilmember Hays. Also in attendance were the following administrative officials:

JARED MILLER	CITY MANAGER
MICHELLE BONNER	DEPUTY CITY MANAGER
LESLIE SCHMIDT	SENIOR ASSISTANT CITY ATTORNEY
STEPHANIE COGGINS	ASSISTANT TO THE CITY MANAGER
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Reverend James Peach. Councilmember Sauer led Pledge of Allegiance. Jesse Melson sang the National Anthem.

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

PUBLIC COMMENT:

Jill Humphrey, 7714 Pineridge Drive, presented Council with a copy of a Facebook post from Susan Smith. She stated the Target Zero report stated five broad steps that will yield live release goals. She stated there was no mention of the breeders' ordinance. There were also ten action steps to move to the 90% live release rate. She inquired about the progress. She stated at the last AM&W meeting, they requested the amount of signatures needed for the 90 For 90 Program to be sent to the voters. She stated the need for a low cost spay and neuter clinic. She further stated the AM&W vet lacked the facilities and their time was not being put to good use. Dacia Anderson, 5227 Astoria Street, asked Mr. Miller how to request a town hall meeting. She stated at the July 2 public microchipping event 680 animals were chipped along with 50 vouchers given. She inquired what was being done for the refugees who do not speak English. She stated dead animals lay on the streets for days. She further stated her willingness to help the person in the North Heights who was not allowed speak. Dee Krauss, 4107 Tulane Drive, stated she rescues animals and drives up and down streets looking for animals and those lying on the side of the road. She stated she was disgusted that no AM&W employees were available to pick up deceased animals, and were told to simple put them in the dumpster or move them to the side of the road. She stated she was outraged City Council did nothing about G7. She asked the Council to create a citizen patrol unit, so they could pick up animals and get them off the streets. She further stated the DOA book was not up-to-date, and different policies are needed. Ludell Hill, 2801 Magnolia Street, stated she was a member of the North Heights Advisory Association. She stated she is also a frequent observer at City Council meetings. She stated she has grave concerns regarding the North Heights community and the numerous vacate properties, and the lack of infrastructure. She stated the Strategic Plan includes development and affordable housing, but the infrastructure is not available in older developed communities. She requested the same infrastructure be made available and afforded to the North Heights. Signed up but did not appear Claudette Smith, 4410 Van Kriston Drive and Mike Fisher, 4410 Van Kriston Drive. There were no further comments.

Mr. Miller announced Kyle Schniederjan was recently promoted as the CP&DE Director.

ITEM 1: Mayor Pro Tem Powell presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Sauer to approve the consent agenda, seconded by Councilmember Smith.

A. **MINUTES**:
Approval of the City Council minutes of the regular meeting and special meeting held on June 26, 2018.

B. **ORDINANCE NO. 7742**:
(Contact: Michael W. Conner, Director of Aviation)
This is the second and final reading of an ordinance establishing the commercial ground transportation fee at the Rick Husband Amarillo International Airport at the $1.00 per trip level. Pursuant to City of Amarillo Ordinance No. 7712, which gives the City the right and authority to impose fees upon all commercial ground transportation companies operating at the Rick Husband Amarillo International Airport, and which requires the City Council to approve the fees charged to commercial ground transportation operators, it is recommended that the City Council approve a commercial ground transportation fee of $1.00 per trip level. This fee has become the industry standard commercial ground transportation fee for airports of similar size and will apply to off-airport hotel shuttle bus operators, off-airport rental car shuttle bus operators, taxi cab operators, limousine company operators, and transportation network company operators.

C. **CONSIDER APPROVAL – RFQ 08-18/PROJECT #462047 – PROFESSIONAL SERVICES AGREEMENT - CONSTRUCTION SERVICES MANAGER. FY 16/17 – FY 20/21 COMMUNITY INVESTMENT PROGRAM, PROPOSITION 1**:
(Contact: Kyle Schniederjan, CP&DE Director)
Parkhill, Smith & Cooper, Inc. -- $216,994.00
This item is to consider approval of a professional services agreement for the construction phase management services of the Streets Northeast Quadrant Seal Coating project. The construction project was previously awarded during the May 29, 2018 City Council Meeting.

D. **CONSIDER – AWARD OF RADIO READ WATER METERS**:
(Contact: Trent Davis, Purchasing Agent)
Core & Main - $63,798.00
This award is to approve a contract for the purchase of radio read water meters.

Voting AYE were Mayor Pro Tem Powell, Councilmembers Sauer and Smith; voting NO were none; the motion carried by a 3:0 vote of the Council.

REGULAR AGENDA

ITEM 2: Mayor Pro Tem Powell presented the first reading of an ordinance rezoning The Colonies Unit No. 70, in Section 40, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways from Agricultural District (A) to Residential District 2 (R-2). (Vicinity: Wesley Rd. & Liberty Cir. South.) This item was presented by Sherry Bailey, Senior Planner. Mayor Pro Tem Powell opened a public hearing. There were no comments. Mayor Pro Tem Powell closed the public hearing. Motion was made by Councilmember Smith, seconded by Councilmember Sauer, that the following captioned ordinance be passed:

ORDINANCE NO. 7739

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 WESLEY ROAD AND LIBERTY CIRCLE SOUTH, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Pro Tem Powell, Councilmembers Sauer and Smith; voting NO were none; the motion carried by a 3:0 vote of the Council.

ITEM 3: Mayor Pro Tem Powell presented the first reading of an ordinance determining the lack of Public Necessity for a 25-foot drainage easement located on Lots 1 and 2, Block 37, Lawrence Park Unit No. 25, in Section 227, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Lometa Drive and Olsen Boulevard.) This item was presented by Sherry Bailey, Senior Planner. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that the following captioned ordinance be passed:

ORDINANCE NO. 7743

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS DETERMINING LACK OF PUBLIC NECESSITY FOR A DRAINAGE EASEMENT IN THE VICINITY OF LOMETA DRIVE AND OLSEN BOULEVARD, POTTER COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED DRAINAGE EASEMENT; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO ABUTTING LANDOWNERS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Pro Tem Powell, Councilmembers Sauer and Smith; voting NO were none; the motion carried by a 3:0 vote of the Council.

ITEM 4: Mayor Pro Tem Powell presented the first reading of an ordinance rezoning Lots 17 thru 33, Block 24, Heritage Hills Unit No. 7, in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 2 (R-2) to Residential District 3 (R-3). (Vicinity: Kori Drive and John Thomas Street.) This item was presented by Sherry Bailey, Senior Planner. Mayor Pro Tem Powell opened a public hearing. There were no comments. Mayor Pro Tem Powell closed the public hearing. Motion was made by Councilmember Smith, seconded by Councilmember Sauer, that the following captioned ordinance be passed:

ORDINANCE NO. 7744

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 KORI DRIVE AND JOHN THOMAS STREET, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Pro Tem Powell, Councilmembers Sauer and Smith; voting NO were none; the motion carried by a 3:0 vote of the Council.

ITEM 5: Mayor Pro Tem Powell presented a resolution authorizing and approving the submission of a grant application to the BUILD Discretionary Grant fund and pledges the minimum 20% Local Funding Match. Currently the Polk Street Improvements and Streetscape project is funded with $5,562,000 thru the CIP plan authorized by public approval of Proposition 1. The proposed grant application commits a portion of those funds ($3,528,484) as a local match percentage. The grant application proposes street improvements including the development of a Complete Street concept to eight blocks of Polk Street and 24 blocks of Sixth Avenue. This item was presented by Kyle Schniederjan, CP&DE Director. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that the following captioned resolution be approved:

RESOLUTION NO. 07-10-18-1

A RESOLUTION A RESOLUTION OF THE CITY OF AMARILLO TEXAS; AUTHORIZING AND APPROVING THE SUBMISSION OF A BETTER UTILIZING INVESTMENT TO LEVERAGE DEVELOPMENT (BUILD) DISCRETIONARY GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION AND PLEDGING THE MINIMUM 20% LOCAL FUNDING MATCH; PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Pro Tem Powell, Councilmembers Sauer and Smith; voting NO were none; the motion carried by a 3:0 vote of the Council.

ITEM 6: Mayor Pro Tem Powell presented a resolution considering authorizing grant application to the Federal Transit Administration (FTA) and Texas Department of Transportation (TxDOT) for the Amarillo City Transit (ACT) program of projects. The public hearing allows the public to provide comment and express concerns related to the operation of the Amarillo transit system and its proposed program of projects. The resolution authorizes the City Manager to execute and file an application for FY2018/2019 in the amount of $3,362,659 with the FTA for capital and operating expenses and $513,705 with TxDOT for operating expenses associated with the ACT program of projects. This item was presented by Marita Wellage-Reiley, Transit Director. Mayor Pro Tem Powell opened a public hearing. There were no comments. Mayor Pro Tem Powell closed the public hearing. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that the following captioned resolution be approved:

RESOLUTION NO. 07-10-18-2

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS CONDUCTING A PUBLIC HEARING ON THE AMARILLO CITY TRANSIT PROGRAM OF PROJECTS; AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A GRANT UNDER THE FIXING AMERICA'S SURFACE TRANSPORTATION ACT (FAST) OF 2015, AS AMENDED.

Voting AYE were Mayor Pro Tem Powell, Councilmembers Sauer and Smith; voting NO were none; the motion carried by a 3:0 vote of the Council.

Mr. Miller clarified that the next two items correspondence (attachments) were reversed on Items 7 and 8.

ITEM 7: Mayor Pro Tem Powell presented a resolution considering approving the submission of the 2018/2019 Community Development Block Grant (CDBG) Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD). The Annual Action Plan addresses funding to low- and low-to-moderate income individuals and communities in accordance with HUD regulations and utilizing citizen input to allocate resources. This item was presented by Juliana Kitten, Community Development Administrator. Mayor Pro Tem Powell opened a public hearing. Matt Hite, 3602 South Bryan Street, stated HVAC funding was very helpful to their organization, to keep children off the streets. There were no further comments. Mayor Pro Tem Powell closed the public hearing. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that the following captioned resolution be approved:

RESOLUTION NO. 07-10-18-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS CONDUCTING A PUBLIC HEARING AND AUTHORIZING THE ADOPTION OF THE 2018-2019 PUBLIC HOUSING AGENCY ANNUAL ACTION PLAN AS REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; DESIGNATION OF THE CITY MANAGER TO EXECUTE DOCUMENTS AND PROVIDE ANY INFORMATION NECESSARY TO EFFECTUATE THE PLAN; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVING CLAUSE AND AN EFFECTIVE DATE.

Voting AYE were Mayor Pro Tem Powell, Councilmembers Sauer and Smith; voting NO were none; the motion carried by a 3:0 vote of the Council.

ITEM 8: Mayor Pro Tem Powell presented a resolution considering approving the submission of the 2018/2019 Public Housing Agency (PHA) Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD). The Annual Action Plan addresses the PHA's strategies for serving the needs of low income, very low income, and extremely low income families in Amarillo. This item was presented by Juliana Kitten, Community Development Administrator. Mayor Pro Tem Powell opened a public hearing. Joyce Knight, Guyon Saunders Resource Center, 5805 South Crockett, thanked Council for allowing copies of vital information. There were no further comments. Mayor

Pro Tem Powell closed the public hearing. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that the following captioned resolution be approved:

RESOLUTION NO. 07-10-18-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS CONDUCTING A PUBLIC HEARING AND APPROVING THE 2018-2019 ANNUAL ACTION PLAN; AUTHORIZING THE CITY MANAGER AS CHIEF ADMINISTRATIVE OFFICER TO EXECUTE AND FILE SAID PLAN WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

Voting AYE were Mayor Pro Tem Powell, Councilmembers Sauer and Smith; voting NO were none; the motion carried by a 3:0 vote of the Council.

ITEM 9: Ms. Schmidt advised at 6:15 p.m. that the City Council would convene in Executive Session per Texas Government Code (1) Section 551.087 - City Economic Development Project #18-05 in the vicinity of 7775 Interstate 40.

Ms. Schmidt announced that the Executive Session was adjourned at 6:40 p.m. and recessed the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

B

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	July 17, 2018	Council Priority	Infrastructure Civic Pride

Department Contact	Planning Sherry Bailey, Senior Planner

Agenda Caption

ORDINANCE NO. _____:

This is a second and final reading of an ordinance rezoning The Colonies Unit No. 70, in Section 40, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and publicways from Agricultural District (A) to Residential District 2 (R-2). (Vicinity: Wesley Rd. & Liberty Cir. South)

Agenda Item Summary

The applicant, Matt Griffith, is requesting the change from Agricultural District which was approved when the property was annexed in 2003, to Residential District 2 in order to develop the next phase of The Colonies Subdivision into 11 single family residential lots.

Analysis
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) 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 as existing zoning and development patterns in the area.

The Comprehensive Plan indicates that a portion of this area should be Suburban Commercial, however an area within that designation already is residential and this area is adjacent to residential to the east. Vacant land exists to the north, west and south. Care will have to be taken when the remaining Agriculturally zoned land comes to the city to be rezoned to ensure that the single family area is protected.

This request is consistent with the Neighborhood Unit Concept of the Comprehensive plan in that commercial is concentrated at the arterial intersections with residential transition areas of higher density to areas of lower density. This is usually demonstrated with multifamily blending into single family towards the sections center.

Given the above analysis, staff believes this application is consistent with the City's Comprehensive Plan

Amarillo City Council
Agenda Transmittal Memo

and recommends approval

Requested Action

The Planning and Zoning Commission voted 6-0 to recommend approval

P&Z Minutes 6/11/2018 for this item

Minutes are attached.

Community Engagement Summary

This item appeared on the June 11, 2018 Planning and Zoning Commission for a public hearing and recommendation to the city council. Nine (9) notices were sent to surrounding property owners and as of this time staff has received no calls and no one appeared at the P&Z meeting either in opposition or in support.

Staff Recommendation

Staff recommends the approval of this Ordinance.

ORDINANCE NO. 7739

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 WESLEY ROAD AND LIBERTY CIRCLE SOUTH, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the "Amarillo Comprehensive Plan" on October 12, 2010, which established guidelines in the future development of the community for the purpose of promoting the health, safety, and welfare of its citizens; and

WHEREAS, the Amarillo Municipal Code established zoning districts and regulations in accordance with such land use plan, and proposed changes must be submitted to the Planning and Zoning Commission; and

WHEREAS, after a public hearing before the Planning and Zoning Commission for proposed zoning changes on the property hereinafter described, the Commission 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; and

WHEREAS, the City Council further determined that the request to rezone the location indicated herein is consistent with the goals, policies, and future land use map of the Comprehensive Plan for the City of Amarillo, Texas.

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

SECTION 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. 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 The Colonies Unit No. 70, in Section 40, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District (A) to Residential District 2 (R-2).

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. All ordinances and resolutions or parts thereof that conflict with this

ordinance are hereby repealed, to the extent of such conflict.

SECTION 5. 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 10th day of July, 2018 and PASSED on Second and Final Reading on this the 17th day of July, 2018.

_____
Ginger Nelson, Mayor

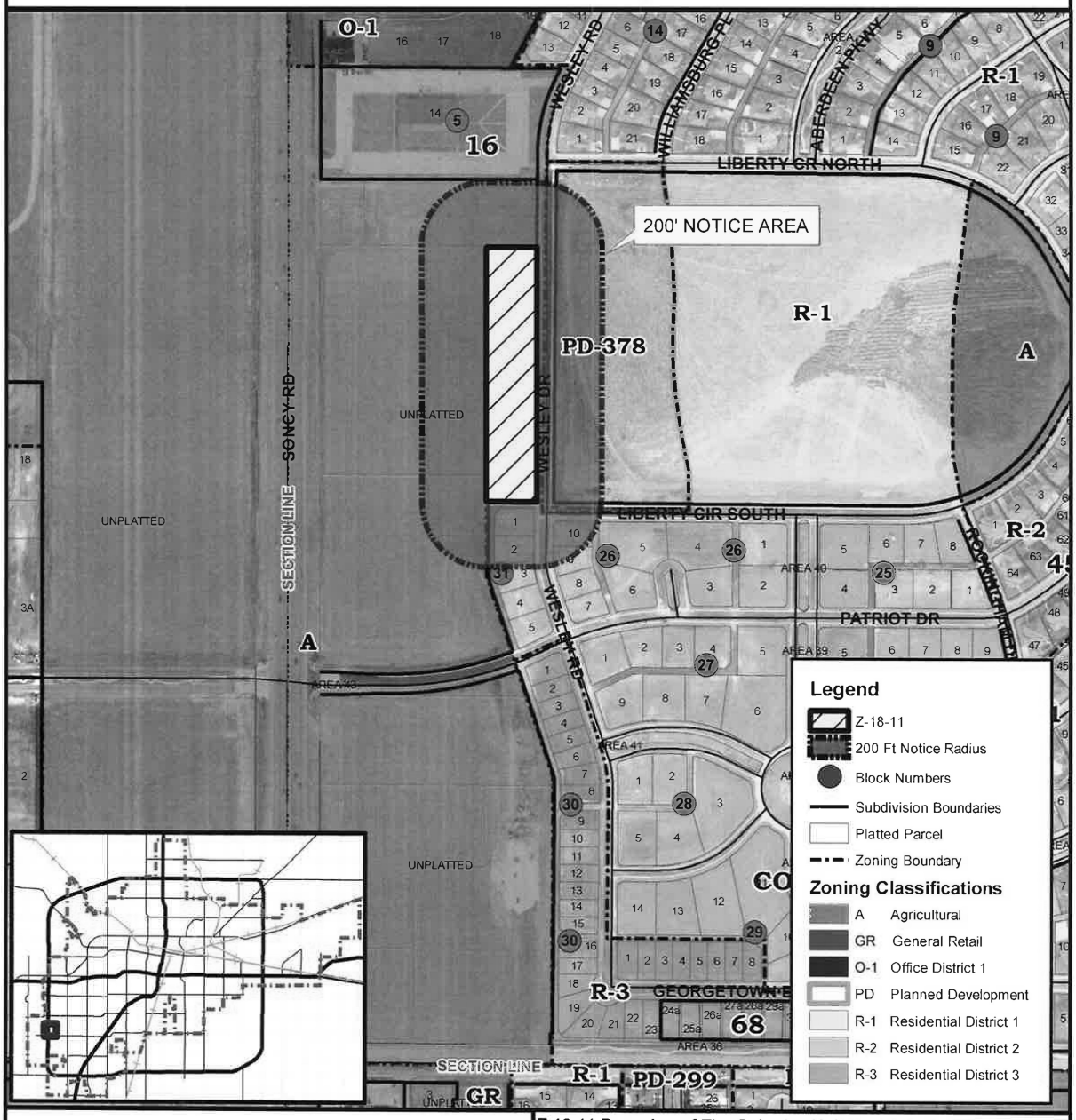
ATTEST:

_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams,
Interim City Attorney

CASE Z-18-11
REZONING FROM AGRICULTURAL DISTRICT (A) TO RESIDENTIAL DISTRICT 2 (R-2)



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 417 feet
Date: 4/26/2018

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Z-18-11 Rezoning of The Colonies Unit No. 70, in Section 40, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and publicways to change from Agricultural District (A) to Residential District 2 (R-2).

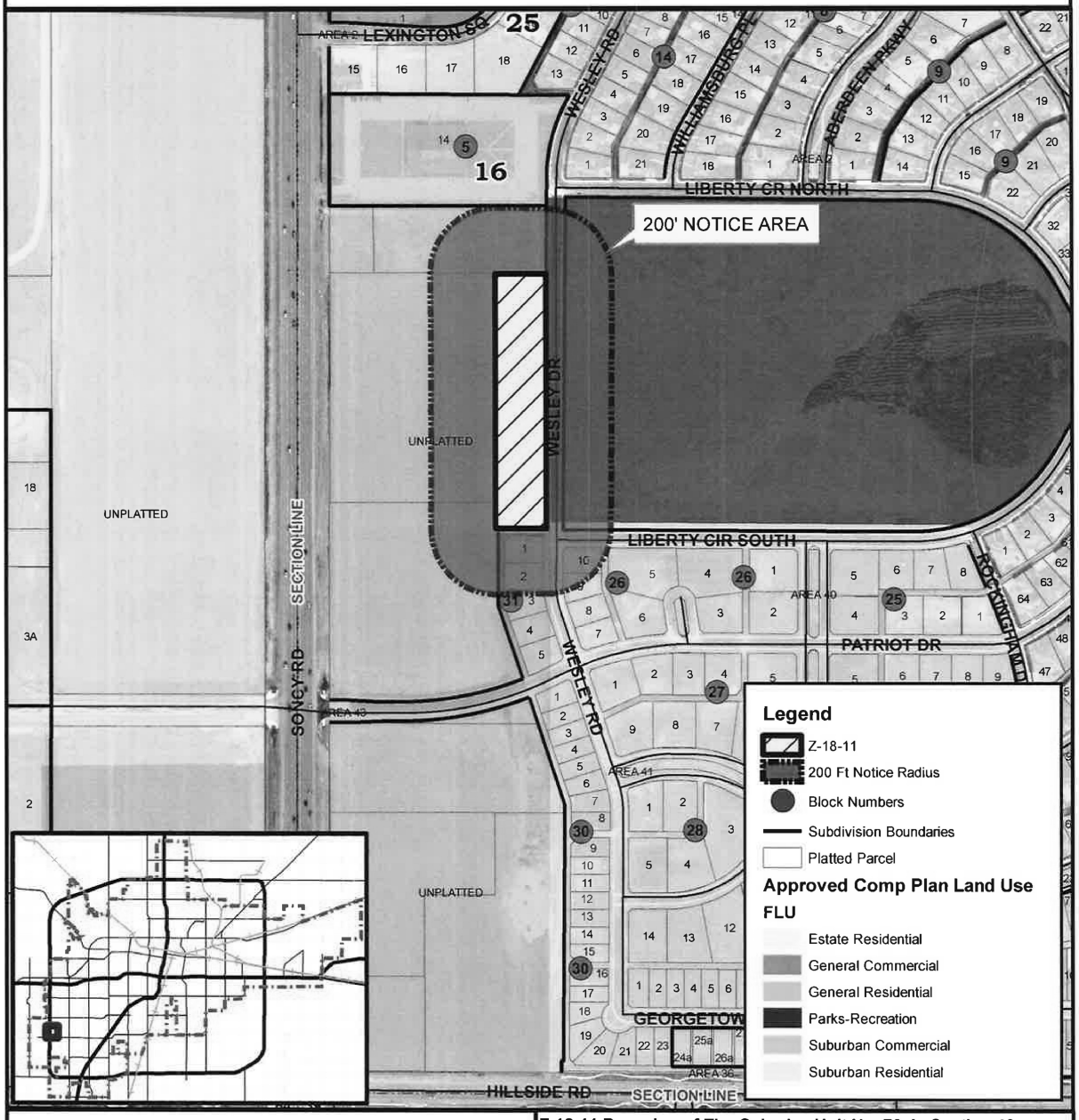
Applicant: Matt Griffith

Vicinity: Wesley Rd. & S Liberty Cir.

Case Manager: Jeffrey English

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-18-11
REZONING FROM AGRICULTURAL DISTRICT (A) TO RESIDENTIAL DISTRICT 2 (R-2)



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 417 feet
Date: 4/26/2018

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Z-18-11 Rezoning of The Colonies Unit No. 70, in Section 40, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and publicways to change from Agricultural District (A) to Residential District 2 (R-2).

Applicant: Matt Griffith

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Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	July 17, 2018	**Council Priority**	Regular Agenda Item – Public Hearing
Department	Planning Department		
Contact	Sherry Bailey, Senior Planner; Cody Balzen, Planner 2/Project Manager		

Agenda Caption

Second and final reading of an ordinance rezoning Lots 17 thru 33, Block 24, Heritage Hills Unit No. 7, in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 2 (R-2) to Residential District 3 (R-3). (Vicinity: Kori Dr. & John Thomas St.)

Agenda Item Summary

Area Characteristics

The applicant's tract is located in southwest Amarillo. The adjacent zoning consists of Residential District 3 (R-3) to the north, Agricultural District (A) to the west which has been requested by application to be changed to R-3 as well to be heard at a later date, and Residential District 2 (R-2) to the east and south. Adjacent land uses consist of vacant land and residences in all directions with vacant land to be developed with residential subdivision in the future.

Analysis

This tract of land was previously rezoned from Agriculture District (A) to Residential District 2 (R-2) in order to develop the land with a residential subdivision. This rezoning was approved on 9/27/2016.

Because this rezoning is requested to go from one residential district to a different residential district, planning staff has analyzed the differences in standards established in the City of Amarillo's adopted Zoning Ordinance between the R-2 and R-3 zoning districts, and some of these differences are listed below in the table.

	Residential District 2	Residential District 3
Minimum lot area	6,000sqft	5,000sqft
Minimum lot width	50'	50'
Minimum lot depth	100'	100'
Front yard setback	25'	15'
Maximum lot coverage	45%	65%

This rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, insofar as it is a request for zoning of a residential nature. However, that is where the consistency ends. "Suburban Residential" is the land use/character type identified for this area. This type calls for a higher degree of open space and setbacks; the requested zoning would actually increase the buildable lot coverage and decrease the setback requirements for the associated lots, as well as allowing a 20% increase in density.

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

The requested zoning would be a logical continuation of the zoning pattern established in this area as most R-2 zoning districts originally established in this location has been rezoned to R-3. This has established some zoning districts that slightly contradict the neighborhood unit concept of stepping down in intensity of land use towards the center of the section from the perimeter *[Comprehensive Plan, Chapter 2, Pg 2.23].* However, the intent of the developers is to establish a 20' setback through deed restrictions and not build to the maximum extent of the R-3 district's allowed density. The request also does not jeopardize the consistency of a residential area character of the overall development.

Considering the future of State Loop 335 and its impacts on FM 2186/W Hollywood Rd, paired with the proximity to Soncy Rd (an arterial), having a higher density of housing in this area may be appropriate. In addition, this is still at the lower end of the residential density scale, still falling below the Moderate Density (MD) and Multiple Family (MF-1 and MF-2) districts.

As the city continues to grow in a southwesterly direction, future analysis of this general area will need to be done, which may show a need for an amendment to the comprehensive land use of this area.

Based on the above analysis, planning staff believes the requested rezoning seems appropriate for conditions of the area.

Requested Action

The applicant is requesting the zoning of Lots 17 through 33 of Block 24 in Heritage Hills Unit 7 plat, previously zoned Residential District 2 (R-2), to change to Residential District 3 (R-3), in order to change the setback requirements for the included lots.

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 17 property owners within 200 feet regarding this proposed rezoning for each of the public meetings held. At the time of this writing, the Planning Department has received no comments either in favor or opposition to this request.

The item was recommended for approval by the Planning and Zoning Commission at its June 25, 2018 public meeting.

Community Impact: Level 1 – Modest on selected area and/or community group.

Staff Recommendation

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

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO®
CITY MANAGER

Attachments

1. Drafted Ordinance
2. Maps of area
3. P&Z drafted minutes

ORDINANCE NO. 7744

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 KORI DRIVE AND JOHN THOMAS STREET, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the "Amarillo Comprehensive Plan" on October 12, 2010, which established guidelines in the future development of the community for the purpose of promoting the health, safety, and welfare of its citizens; and

WHEREAS, the Amarillo Municipal Code established zoning districts and regulations in accordance with such land use plan, and proposed changes must be submitted to the Planning and Zoning Commission; and

WHEREAS, after a public hearing before the Planning and Zoning Commission for proposed zoning changes on the property hereinafter described, the Commission 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; and

WHEREAS, the City Council further determined that the request to rezone the location indicated herein is consistent with the goals, policies, and future land use map of the Comprehensive Plan for the City of Amarillo, Texas.

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

SECTION 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. 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 17 thru 33, Block 24, Heritage Hills Unit No. 7, in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 2 (R-2) to Residential District 3 (R-3).

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

SECTION 5. 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 10th day of July, 2018 and PASSED on Second and Final Reading on this the 17th day of July, 2018.

_____
Ginger Nelson, Mayor

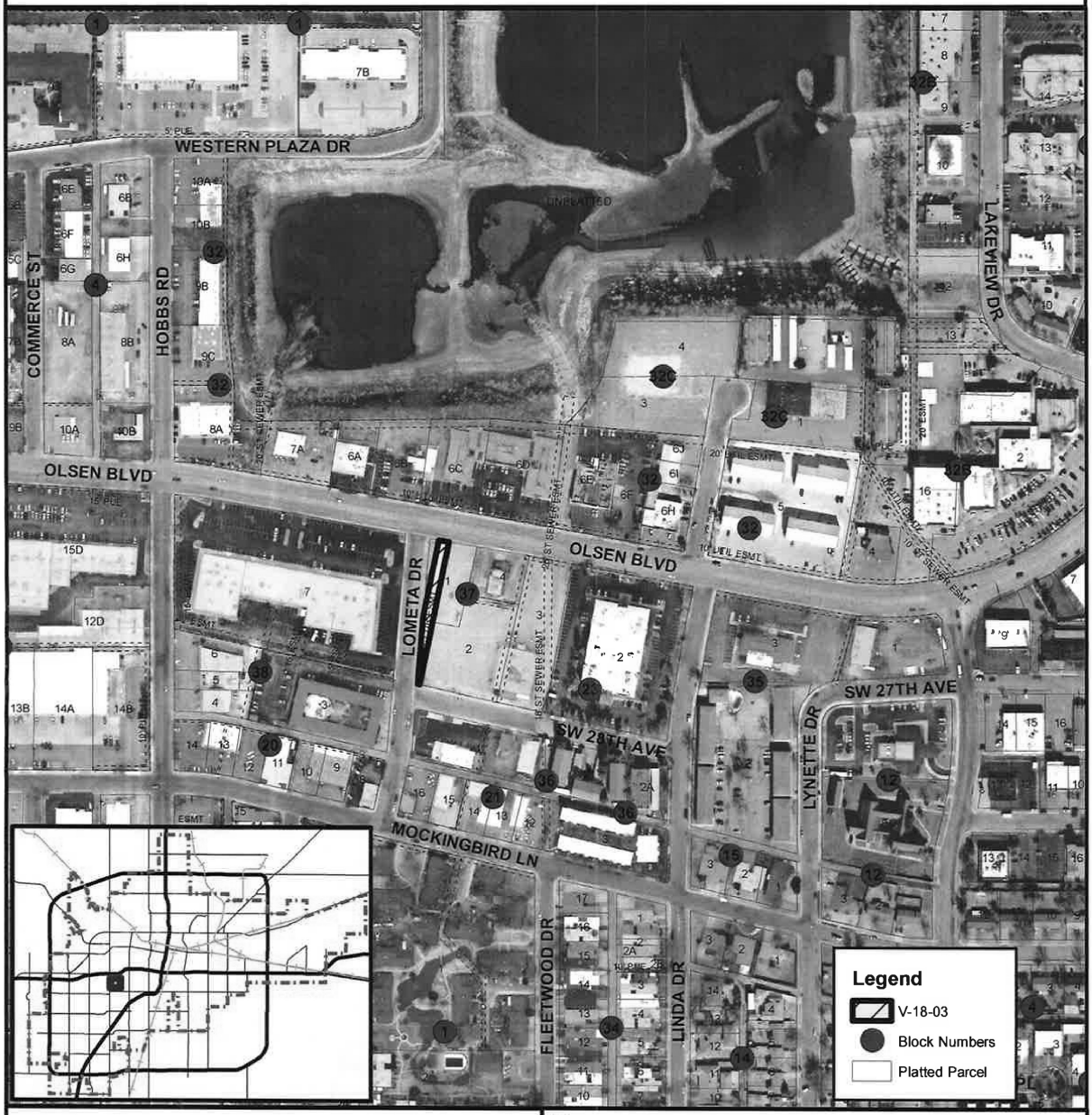
ATTEST:

_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams,
Interim City Attorney

CASE V-18-03
VACATION OF 25' DRAINAGE EASEMENT



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 333 feet
Date: 5/17/2018

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V-18-03 Vacation of a 25' Drainage Easement (DE) located on Lots 1 and 2, Block 37, Lawrence Park Unit No. 25, in Section 227, Block 2, AB&M Survey, Potter County, Texas.

Applicant: Lisa Hayes-Burt

Vicinity: Lometa Dr. & Olsen Blvd

Case Manager: Jeffrey English

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.

STATE OF TEXAS §

COUNTIES OF POTTER §

AND RANDALL §

CITY OF AMARILLO §

On the 11th day of June, 2018, the Amarillo Planning and Zoning Commission met in a work session at 2:45 PM to review agenda items, and 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
Joshua Raef	N	9	3
Royce Gooch	Y	9	8
Rob Parker, Chairman	Y	91	76
Rick Thomason	Y	61	50
Bowden Jones	Y	52	40
Dick Ford	Y	36	30
Terry Harman	Y	35	35

PLANNING DEPARTMENT STAFF:
Sherry Bailey, Senior Planner
Hannah Green, Recording Secretary
Cody Balzen, Planner I

Chairman Parker opened the meeting, established a quorum and conducted the consideration of the following items in the order presented. Sherry Bailey and Cody Balzen gave the recommendations 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 April 23rd, 2018 meeting.

A motion to approve the consent agenda was made by Commissioner Thomason seconded by Commissioner Jones, and carried unanimously.

IV. Regular Agenda;

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

A. V-18-02 Vacation of a 20' alley located at Block 16 Benton Highland Addition, an addition to the City of Amarillo, Potter County, Texas (Vicinity: S. Vernon St & S. Spring St. and SE 17th Ave. & Interstate – 40 East)

Sherry Bailey, Senior Planner, gave a brief presentation and concluded with a staff recommendation of approval.

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

A motion to approve V-18-02 was made by Commissioner Thomason seconded by Commissioner Gooch, and carried unanimously.

B. V-18-03 Vacation of a 25' Drainage Easement (DE) located on Lots 1 and 2, Block 37, Lawrence Park Unit No. 25, in Section 227, Block 2, AB&M Survey, Potter County, Texas. (0.16 acres) (Vicinity: Lometa Dr. & Olsen Blvd.)

Sherry Bailey, Senior Planner, gave a brief presentation and concluded with a staff recommendation of approval.

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

A motion to approve V-18-03 was made by Commissioner Ford, seconded by Commissioner Harman, and carried unanimously.

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

A. P-18-41 Blair Addition Unit No. 3, a suburban subdivision to the City of Amarillo, being a replat of a portion of Lot 1-A, Block 1, Blair Addition Unit No. 2 and an unplatted tract of land in Section 36, Block 2, AB&M Survey, Potter County, Texas. (8.40 Acres) (Vicinity: South US Hwy 287 & Jackrabbit Rd.)

Sherry Bailey, Senior Planner, presented this item, explaining that a public hearing is required per Texas Local Government Code 212.015(c).

Ms. Bailey gave a brief presentation and concluded with a staff recommendation of approval as submitted. City staff and the board discussed any liability involving this case.

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

A motion to approve P-18-41 was made by Commissioner Thomason, seconded by Commissioner Gooch, and carried unanimously.

B. P-18-51 Lonesome Dove Estates Unit No. 9, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 111, Block 2, AB&M Survey, Randall County, Texas. (38.35 Acres) (Vicinity: Cpt. Woodrow Call Trl. & Cpt. Augustus McCrae Trl.)

Sherry Bailey, Senior Planner, presented this item, explaining that a public hearing is required per Texas Local Government Code 212.015(c).

Ms. Bailey gave a brief presentation and concluded with a staff recommendation of approval as submitted.

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

A motion to approve P-18-51 was made by Commissioner Ford, seconded by Commissioner Jones, and carried unanimously.

C. P-18-52 The Colonies Unit No. 70, an addition to the City of Amarillo, being an unplatted tract of land out of Section 40, Block 9, BS&F Survey, Randall County, Texas. (2.51 Acres) (Vicinity: Wesley Rd. & Liberty Cir. S)

Sherry Bailey, Senior Planner, presented this item, explaining that a public hearing is required per Texas Local Government Code 212.015(c).

Ms. Bailey gave a brief presentation and concluded with a staff recommendation of approval as submitted.

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

A motion to approve P-18-52 was made by Commissioner Harman, seconded by Commissioner Thomason, and carried unanimously.

D. P-18-53 Hamlet Addition Unit No. 21, an addition to the City of Amarillo being an unplatted tract of land in Section 157, Block 2, AB&M Survey, Potter County, Texas. (7.53 Acres) (Vicinity: N Hayes St. & NE 15th Ave.)

Sherry Bailey, Senior Planner, presented this item, explaining that a public hearing is required per Texas Local Government Code 212.015(c).

Ms. Bailey gave a brief presentation and concluded with a staff recommendation of approval as submitted.

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

A motion to approve P-18-53 was made by Commissioner Jones, seconded by Commissioner Ford, and carried unanimously.

E. P-18-58 Heritage Hills Unit No. 9, an addition to the City of Amarillo being an unplatted tract of land in Section 65, Block 9, BS&F Survey, Randall County, Texas. (14.97 Acres) (Vicinity: Crestline Dr. & Cagle Dr.)

Cody Balzen, Planner I, presented this item, explaining that a public hearing is required per Texas Local Government Code 212.015(c).

Mr. Balzen gave a brief presentation and concluded with a staff recommendation of approval as submitted.

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

A motion to approve P-18-58 was made by Commissioner Thomason, seconded by Commissioner Harman, and carried unanimously.

F. P-18-56 Time Square Village Unit 2, a replat of Lots 12, 13, 14, 15, 16, 17, 18, 19 and 20, Block 2, Time Square Village Unit No. 1 in Section 64, Block 9, B.S.&F. Survey Randall County, Texas (0.04 Acres) (Vicinity: Staten Island & Mosely St.)

Sherry Bailey, Senior Planner, presented this item, explaining that a public hearing is required per Texas Local Government Code 212.015(c).

Ms. Bailey gave a brief presentation and concluded with a staff recommendation of approval as submitted.

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

A motion to approve P-18-56 was made by Commissioner Ford, seconded by Commissioner Jones, and carried unanimously.

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

A. Z-18-11 Rezoning of The Colonies Unit No. 70, in Section 40, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and publicways to change from Agricultural District (A) to Residential District 2 (R-2). (2.51 Acres) (Vicinity: Wesley Rd. & Liberty Cir. S)

Sherry Bailey, Senior Planner, presented this item, and advised that the applicant is requesting a zone change in order to develop another residential phase of The Colonies subdivision. Ms. Bailey ended the presentation with a staff recommendation of approval as submitted. Commissioner Ford made an observation regarding the plat and zoning procedures.

Chairman Parker asked if anyone wanted to speak in favor or against this item. No comments were made.

A motion to approve Z-18-11 was made by Commissioner Thomason, seconded by Commissioner Gooch, and carried unanimously.

B. Z-18-12 Rezoning of Lots 39-46, Block 476, Mirror Addition Unit 1, in Section 155, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to amend Planned Development District -107 to allow offsite parking to Planned Development 107 (PD-107)

for Wesley Community Center (vicinity: between Roberts St and Williams St. and SE 15th Ave. and SE 16th Ave.)

Sherry Bailey, Senior Planner, presented this item, and advised that the applicant is requesting a zone change in order to continue to provide for more parking for the Wesley. Ms. Bailey ended the presentation with a staff recommendation of approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor or against this item. No comments were made.

A motion to approve Z-18-12 was made by Commissioner Jones, seconded by Commissioner Harman, and carried unanimously.

C. Z-18-13 Rezoning of Lot 1, Block 1, Fox Hollow Unit No. 2, in Section 160, 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 Planned Development 389 (PD-389) for Mini-Storage. (2.642 Acres) (Vicinity: Pavillard Dr. & E Saint Francis Ave. (Loop 335)

Sherry Bailey, Senior Planner, presented this item, and advised that the applicant is requesting a zone change in order to build mini-storage on the site. Ms. Bailey ended the presentation with a request that the item be tabled, to be heard at a future meeting at the wishes of the applicant.

A motion to table Z-18-13 was made by Commissioner Harman, seconded by Commissioner Gooch, and carried unanimously.

D. Z-18-14 Rezoning of Lots 7 - 9, Block 2, Denver Heights Unit No. 1, in Section 138, Block 2, AB&M Survey, Potter County, Texas, plus one half of all bounding streets, alley, and public ways to change from Heavy Commercial District (HC) to Heavy Commercial District with a Specific Use Permit 194 (HC/S-194) for a crematorium. (0.49 Acres) (Vicinity: S Bivins St. & SE 4th Ave.)

Sherry Bailey, Senior Planner, presented this item, and advised that the applicant is requesting a zone change in order to operate a crematorium on the property in conjunction with an already operational mortuary business. Ms. Bailey ended the presentation with a staff recommendation of approval as submitted. The city staff and board discussed the item's history further.

Chairman Parker asked if anyone wanted to speak in favor of this item. Eric Shafer, owner of Shafer Mortuary Services, stood in favor of the item, explaining the process they followed and that they continued to follow regarding what was needed to maintain operations on the property.

Chairman Parker asked if anyone wanted to speak against this item. Joel Carver, owner of A to D Mortuary Services, stood to speak against this item, expressing his desire that Shafer Mortuary Services be held to current procedures and that operations be held until the applicant can get official approval to continue.

Tyler Carver, owner of A to D Mortuary Services stood against this item as well to express his desire for the enforcement of the zoning policies, and explained why he wanted the operation to follow the process.

In a rebuttal by Candice Shafer, general manager of Cox Funeral Home, Mrs. Shafer spoke explaining the process they followed in choosing the property and noting they would have followed the procedure had they known the needed process or any changes to it.

Tyler Carver stood to offer a rebuttal to discuss the importance of following the process through.

A motion to approve Z-18-14 was made by Commissioner Ford, seconded by Commissioner Thomason, and carried unanimously.

E. Reconsideration of Z-18-04 Rezoning of Lot 3A, Block 1, Sunset Addition Unit No. 4, 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 Residential District 3 (R-3) to General Retail District (GR). (0.44 Acres) (Vicinity: S Washington St. & Wolflin Ave.)

Cody Balzen, Planner I, presented this item, and advised that the applicant is requesting a zone change in order to develop the property with a restaurant with drive-in service. Mr. Balzen noted that this item was previously acted on by the Planning and Zoning Commission and that City Council had voted to send this zoning request back to the Planning and Zoning Commission for reconsideration. Mr. Balzen also noted that another meeting had been held with the applicant, city planning staff, and some of the concerned neighbors to discuss this item and a submitted petition. Mr. Balzen ended his presentation with staff recommendation of approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor of this item. Rick Crawford, applicant, stood to speak in favor of this item. Mr. Crawford spoke about his plans for the property.

Chairman Parker asked if anyone wanted to speak against this item. Joseph Kutin, 2006 South Madison, spoke against this item to further explain why he and the neighboring residents continued to stand in opposition.

Mr. Crawford stood in rebuttal to explain his understanding of the reasons for the residents desiring a change to Neighborhood Service zoning and his plans for fence placement and material.

In a rebuttal by Mr. Kutin, he stood to further explain the discussion of the desires of the neighborhood, their approval if it was a change to Neighborhood Services, and his concerns about the proposed change to General Retail.

A motion to approve Z-18-04 was made by Commissioner Thomason, seconded by Commissioner Ford at a 5-1 vote with Commissioner Jones against.

4: Discuss Items for Future Agendas.

No further comments were made and the meeting was adjourned at 4:10 P.M.

Sherry Bailey, Senior Planner
Planning & Zoning Commission

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Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	July 17, 2018	Council Priority	Infrastructure

Department	Planning
Contact	Sherry Bailey, Senior Planner

Agenda Caption

ORDINANCE NO. _____.

This is the second and final reading of an ordinance determining the lack of Public Necessity for a 25-foot drainage easement located on Lots 1 and 2, Block 37, Lawrence Park Unit No. 25, in Section 227, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Lometa Dr. & Olsen Blvd.)

Agenda Item Summary

The applicant, Lisa Hayes-Burt, is proposing to vacate a 25 ft. wide drainage easement on the west side of the property that does not drain any runoff or have any public improvements in it.

Analysis

Staff researched this easement (dedicated by separate instrument in 7/11/1966) after the owner notified our office that he no longer wanted this easement on his property since the easement does not have a ditch to drain water and has no water entering the area. It also appeared that there was an attempted vacation of this easement in 1969 but it never went to the Planning and Zoning Commission or City Council, nor was never filed with the county clerk's office. It was then determined that this easement was dedicated on the property when it had access to the nearby playa lake (Lawrence Lake) before present day development took place north of Olsen Boulevard and Lometa Drive which has yet to be completed to the north. The Capital Projects and Development (CP&D) Engineering Department determined the easement unnecessary since water does not drain through this location. That said, the actual drainage in the area flows along Lometa Drive and Olsen Boulevard to the lake.

Requested Action

Council is requested to approve the vacation of this 25-foot drainage easement.

Funding Summary

NA

Community Engagement Summary

The applicant has been working with the city to achieve this vacation of an unnecessary drainage

easement.

Staff Recommendation

With the confirmation that this drainage easement is not functional, nor does it appear to have a purpose or connection to Lawrence Lake, staff recommends approval of this vacation.

ORDINANCE NO. 7743

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS DETERMINING LACK OF PUBLIC NECESSITY FOR A DRAINAGE EASEMENT IN THE VICINITY OF LOMETA DR. AND OLSEN BLVD., POTTER COUNTY, TEXAS; VACATING AND ABANDONING THE HEREIN DESCRIBED DRAINAGE EASEMENT; AUTHORIZING THE CITY MANAGER TO CONVEY SUCH REAL PROPERTY TO ABUTTING LANDOWNERS; PROVIDING A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo has been petitioned to abandon an existing twenty-five foot drainage easement located in the vicinity of Lometa Dr. and Olsen Blvd., Potter County, Texas; and

WHEREAS, after reviewing information presented in the petition, the Planning and Zoning Commission of the City of Amarillo has recommended to the City Council that there is no public necessity for the following described drainage easement; and

WHEREAS, the City Council, having reviewed said recommendation and having considered all relevant information pertaining to the proposed vacation described below, is of the opinion that said drainage easement is no longer needed for public purposes; and

WHEREAS, the City Council further determined that this easement vacation and abandonment is not detrimental or injurious to the public health, safety or general welfare, or otherwise offensive to the neighborhood.

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

SECTION 1. That the herein-described Drainage Easement to be vacated and abandoned for public purposes:

V-18-03 Vacation of a 25' Drainage Easement (DE) located on Lots 1 and 2, Block 37, Lawrence Park Unit No. 25, in Section 227, Block 2, AB&M Survey, Potter County, Texas, (0.16 acres) (Vicinity: Lometa Dr. & Olsen Blvd.), and being further described in attached Exhibit 1.

SECTION 2. The City Manager is authorized to execute an instrument of conveyance to the land owner(s) as allowed by law.

SECTION 3. Repealer. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 4. Severability. If any provision, section, subsection, clause or the application of sale to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 5. Effective Date. This ordinance shall be 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 July, 2018 and PASSED on Second and Final Reading on this the ____ day of July, 2018.

Ginger Nelson, Mayor

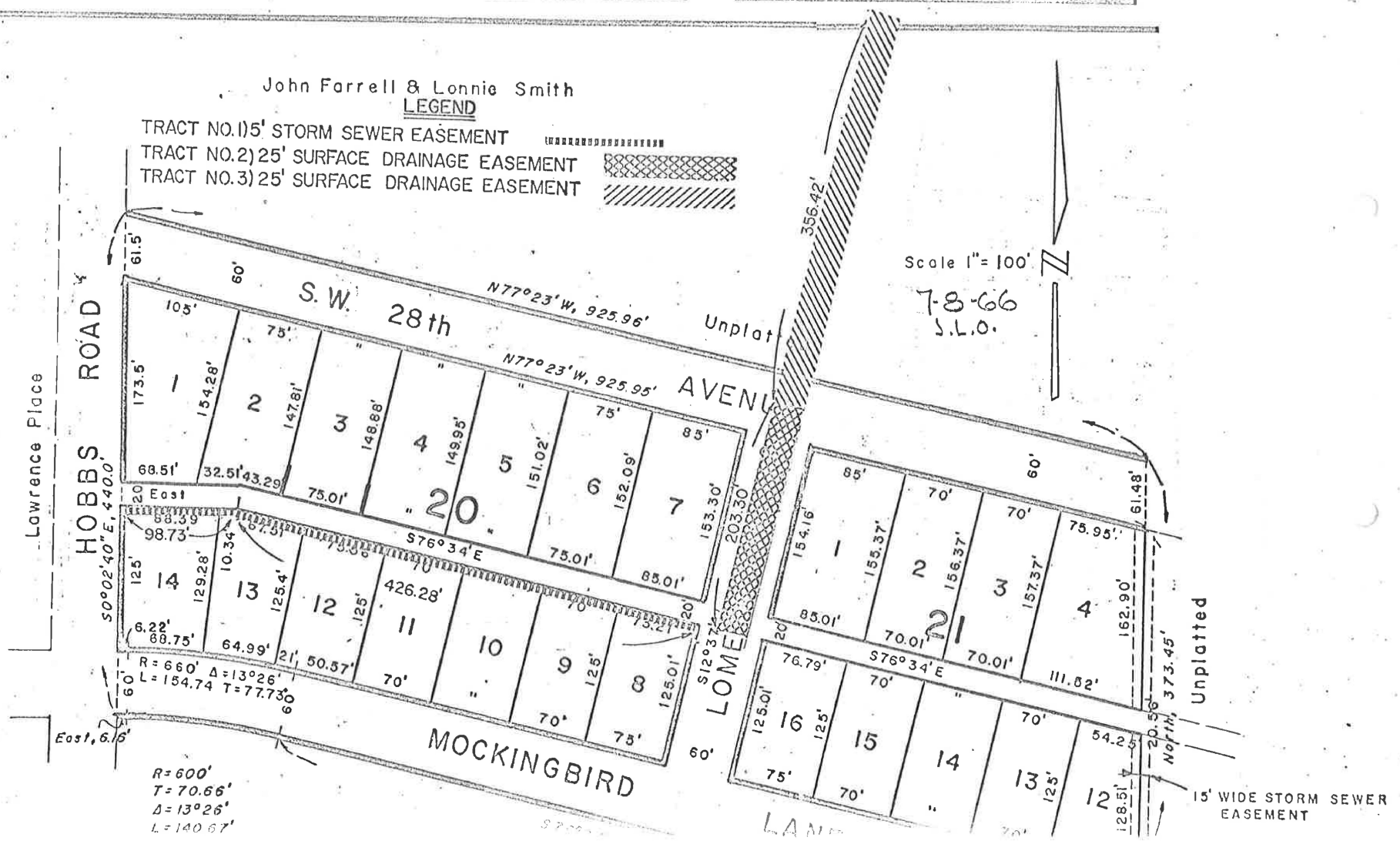
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
Interim City Attorney

LAWRENCE PARK-UNIT NO. 11



-7/66 CJT_____

DRAINAGE EASEMENT

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF POTTER X

THAT we, LONNIE SMITH and JOHN FARRELL, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One Dollar ($1.00) cash to Grantors in hand paid by the City of Amarillo, the receipt of which is hereby acknowledged, and the further consideration of the benefits to be derived by Grantors from the placing of drainage facilities through the premises hereinafter described, have this day Granted and Conveyed, and by these presents do hereby Grant and Convey unto the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas, an easement to construct, reconstruct and perpetually maintain drainage facilities in, upon and across the following described land, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Potter, State of Texas, described as follows:

A tract of land out of Section 227, Block 2, AB&M Survey, Potter & Randall Counties, Texas described as follows:

BEGINNING at the Northeast corner of Lot 8, Block 20, Lawrence Park Unit No. 11, thence South 76° 34' East, 17.5 ft. to a point for the Southwest and beginning corner of this Easement;

THENCE North 12° 37' East, 203.30 ft. to a point,

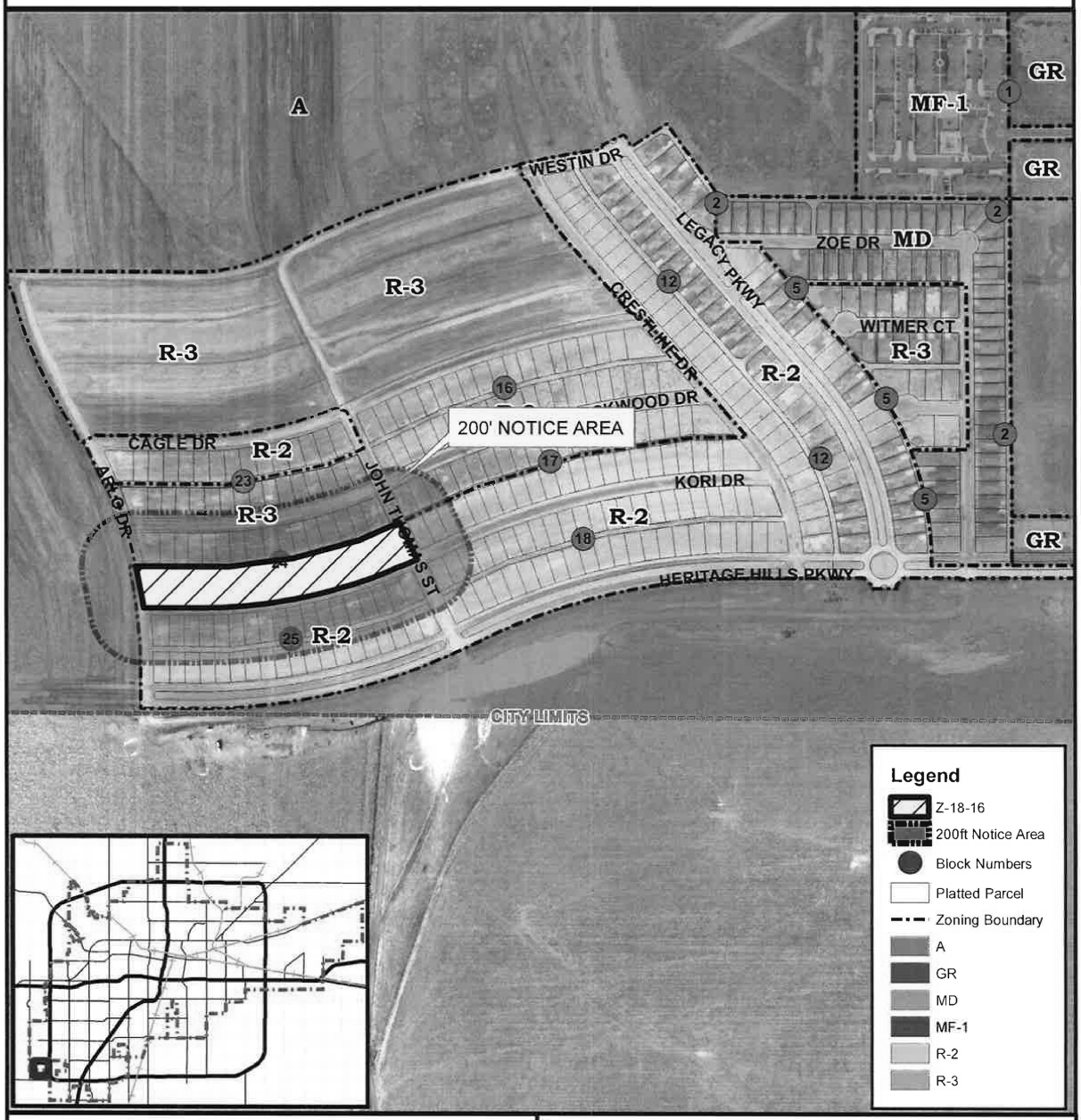
THENCE South 77° 23' East, 25 ft. to a point;

THENCE South 12° 37' West, 203.66 ft. to a point;

THENCE North 76° 34' West, 25 ft. to the beginning point of this easement.

TO HAVE AND TO HOLD the same perpetually to the City of Amarillo, its successors and assigns, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing and maintaining said drainage facilities; all upon the condition that the City of Amarillo will at all times after doing any work in connection with the construction or repair of said drainage facilities restore the surface of said premises to the condition in which the same was found before such

CASE Z-18-16
REZONING FROM RESIDENTIAL 2 DISTRICT (R-2) TO RESIDENTIAL 3 DISTRICT (R-3)



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 500 feet
Date: 5/31/2018

N W E S

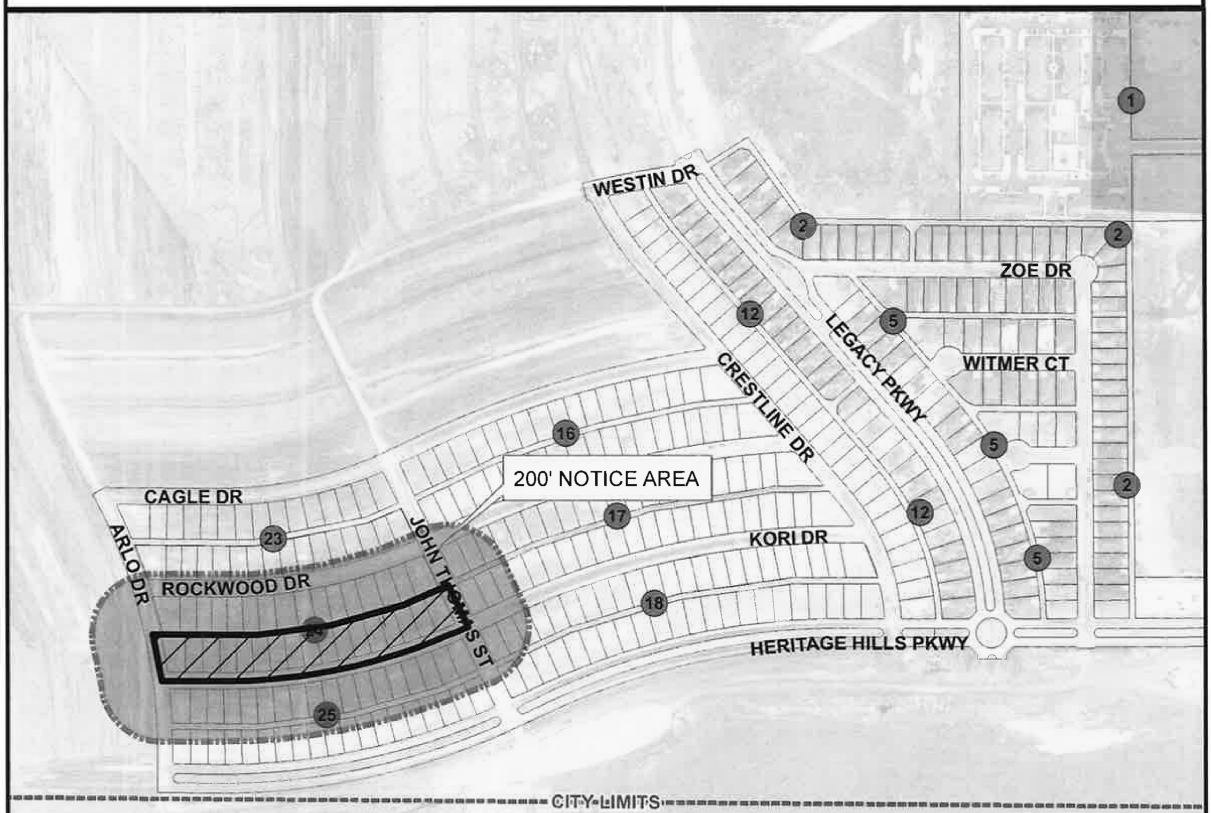
Z-18-16 Rezoning of Lots 17 - 33, Block 24, Heritage Hills Unit No. 7, in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 2 (R-2) to Residential District 3 (R-3).

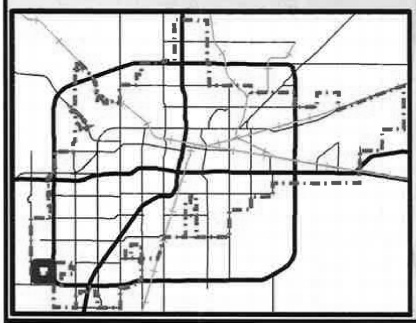
Applicants: Betenbough, PEGA, and N&B Properties

Vicinity: Kori Dr. & John Thomas St.
Case Manager: Cody Balzen

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-18-16
REZONING FROM RESIDENTIAL 2 DISTRICT (R-2) TO RESIDENTIAL 3 DISTRICT (R-3)





Legend

- Z-18-16
- 200ft Notice Area
- Block Numbers
- Platted Parcel

Approved Comp Plan Land Use FLU

- Estate Residential
- Rural
- Suburban Commercial

CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 500 feet
Date: 5/31/2018

N W E S

Z-18-16 Rezoning of Lots 17 - 33, Block 24, Heritage Hills Unit No. 7, in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 2 (R-2) to Residential District 3 (R-3).

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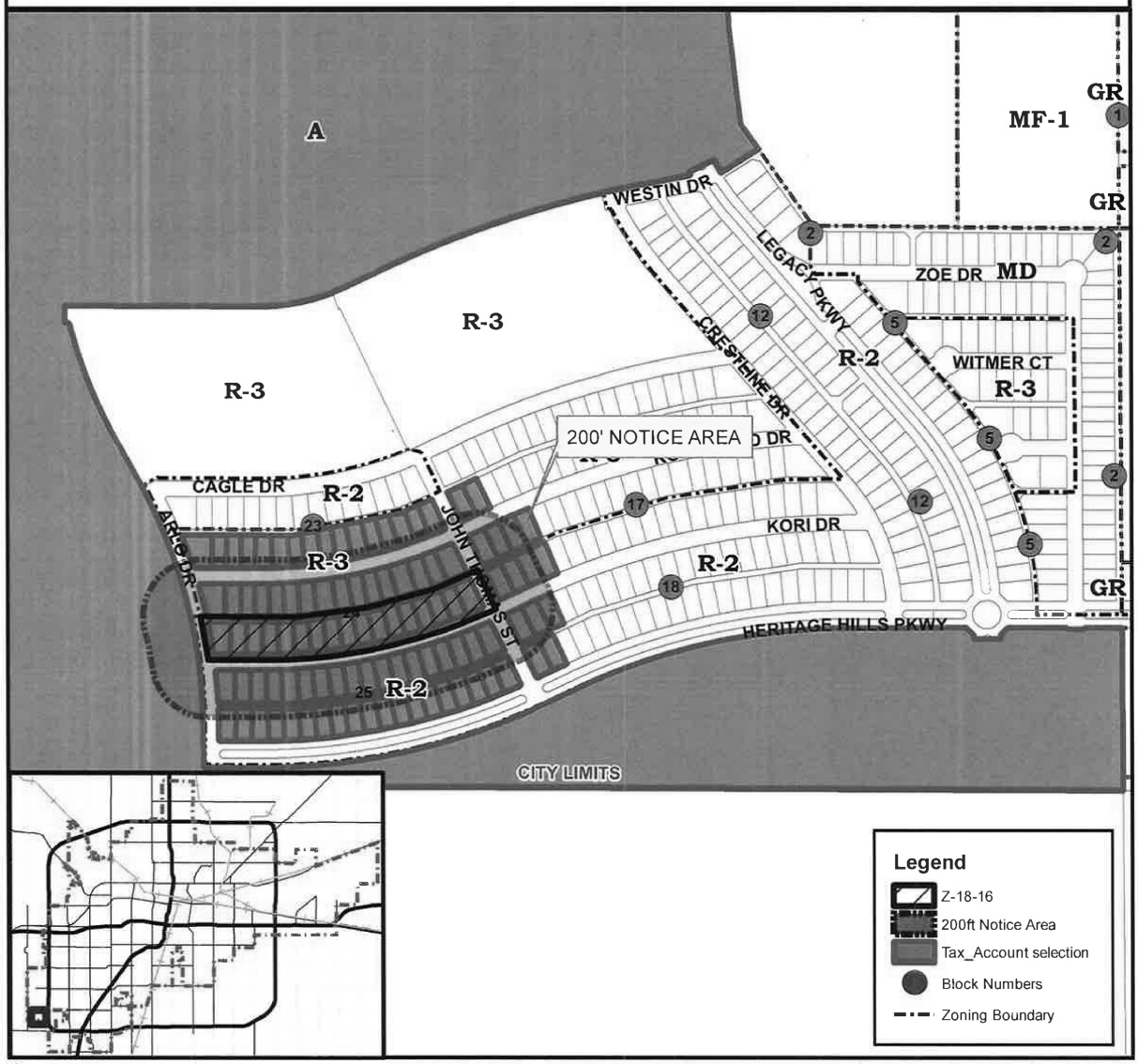
CASE Z-18-16
REZONING FROM RESIDENTIAL DISTRICT 2 (R-2) TO RESIDENTIAL DISTRICT 3 (R-3)



ID	ACCOUNT_NU	Owner_Last	Owner_Firs	Contact_Ad	Contact__1	Contact_Ci	Contact_St	Contact_Zi
1	035618016800R	ALLEN CHRISTOPHER		ALLEN JAMIE	9404 HERITAGE HILLS PKWY	AMARILLO	TX	79119-1407
1	035618016700R	B & M EQUITIES LLC		PO Box 19622		Amarillo	TX	79114-1622
1	035618012550R	BETENBOUGH HOMES LLC		6305 82ND ST		LUBBOCK	TX	79424-3681
1	035618026000R	BH HOMES LLC		PO Box 30206		Amarillo	TX	79120-0206
1	035618014400R	CAVERLY LINDA		9407 ROCKWOOD DR		AMARILLO	TX	79119
1	035618014550R	CHRISWAY HOLDINGS LLC		PO Box 19622		Amarillo	TX	79114-1622
1	035618022250R	CORDOVA BRIAR A		9600 ROCKWOOD DR		AMARILLO	TX	79119-1413
1	035618023100R	HILL RYAN		HILL MORGAN	9611 ROCKWOOD DR	AMARILLO	TX	79119
1	035618014450R	MCKEE CHASE		9409 ROCKWOOD DR		AMARILLO	TX	79119
1	035618024250R	N & B PROPERTIES INC		17701 White Wing Rd		Canyon	TX	79015-5616
1	370065000350R	P DUB LAND HOLDINGS LTD		PO BOX 30206		AMARILLO	TX	79120-0206
1	035618023300R	PATEL PRITESH		PATEL ANITA	9705 ROCKWOOD DR	AMARILLO	TX	79119
1	035618023400R	PEGA DEVELOPMENT LLC		PO BOX 30206		AMARILLO	TX	79120-0206
1	035618023250R	PORTER DAVID		PORTER LAURA	9703 ROCKWOOD DR	AMARILLO	TX	79119-1394
1	035618022650R	REYNOLDS TYLER CHANCE		REYNOLDS REBECCA L	9505 ROCKWOOD DR	AMARILLO	TX	79119
1	035618016850R	SAND CREEK HOMES LLC		5701 TIME SQUARE BLVD STE 300		AMARILLO	TX	79119-1178
1	035618012500R	WALSER MIKEL W		PHILLIPS CRISTAL	9500 ROCKWOOD DR	AMARILLO	TX	79119
1	035618022500R	YOCUM MERRILEE NICOLE		9502 ROCKWOOD DR		AMARILLO	TX	79119-1395
17	TOTAL out of 102							

STATE OF TEXAS §

COUNTIES OF POTTER §

AND RANDALL §

CITY OF AMARILLO §

On the 25th day of June, 2018, the Amarillo Planning and Zoning Commission met in a work session at 2:45 PM to review agenda items, and 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
Joshua Raef	N	10	3
Royce Gooch	Y	10	9
Rob Parker, Chairman	Y	92	77
Rick Thomason	Y	62	51
Bowden Jones	Y	53	41
Dick Ford	Y	37	31
Terry Harman	Y	36	36

PLANNING DEPARTMENT STAFF:
Sherry Bailey, Senior Planner — Hannah Green, Recording Secretary

Chairman Parker opened the meeting, established a quorum and conducted the consideration of the following items in the order presented. Sherry Bailey gave the recommendations 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 June 11th, 2018 meeting.

A motion to approve the consent agenda was made by Commissioner Thomason seconded by Commissioner Harman, and carried unanimously.

IV. Regular Agenda:

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

A. Z-18-16 Rezoning of Lots 17 - 33, Block 24, Heritage Hills Unit No. 7, in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Residential District 2 (R-2) to Residential District 3 (R-3). (Vicinity: Kori Dr. & John Thomas St.)

Sherry Bailey, Senior Planner, presented this item, and advised that the applicant is requesting a zone change from Agriculture District (A) to Residential District (R-3), in order to change the

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setback requirements for the included lots. Ms. Bailey ended the presentation with a staff recommendation of approval as submitted.

Chairman Parker asked if anyone wanted to speak in favor or against this item. No comments were made.

A motion to approve Z-18-16 was made by Commissioner Jones, seconded by Commissioner Thomason, and carried unanimously.

B. Z-18-17 Rezoning of Lots 1 thru 3, a portion of Lot 4, a portion of Lot 9, Lots 10 thru 12, and vacated alley, Block 26, San Jacinto Heights Amended, in Section 225, Block 26, A. B. & M. Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Multiple Family - 2 (MF-2) Neighborhood Service (NS) for an existing free medical clinic. (Vicinity: S. Mississippi St. & S.W. 7th Ave.)

Sherry Bailey, Senior Planner, presented this item, and advised that the applicant is requesting a zone change in order to match the existing building site with the least invasive/most restrictive zoning designation which the allows the existing use. Ms. Bailey ended the presentation with a staff recommendation of withdrawing this item from the agenda as submitted. It was noted by the Commission that this item has been withdrawn.

2: Discuss Items for Future Agendas.

No further comments were made and the meeting was adjourned at 3:05 P.M.

Sherry Bailey, Senior Planner
Planning & Zoning Commission

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E

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 17, 2018	**Council Priority**	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER: The operating agreement between the City of Amarillo and Lyft, Inc.

Agenda Item Summary

This item is the agreement between the City of Amarillo and Lyft, Inc., which is a transportation network company. The agreement outlines the Lyft operating parameters for their operations at the Rick Husband Amarillo International Airport.

Requested Action

Approval of the agreement between the City and Lyft, Inc.

Funding Summary

This is a revenue generating agreement for the City/Airport.

Community Engagement Summary

Level 1. Little to no community impact.

Staff Recommendation

Airport staff recommends the approval of this agreement.

OPERATING AGREEMENT
BETWEEN
CITY OF AMARILLO TEXAS & LYFT, INC.

This Agreement ("Agreement"), is made and entered into this _____day of _____, 2018, by and between City of Amarillo, Texas, (hereinafter "City") for its Rick Husband Amarillo International Airport and Lyft, Inc., (hereinafter "TNC"). City and TNC may sometimes hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, Tex. Occ. Code Title 14, Ch. 2402 provides that the regulation, licensing or permitting of TNCs for the provision of prearranged rides is within the exclusive jurisdiction of the Texas Department of Licensing and Regulation, subject to certain delineated rights of airports pursuant to Administrative Rules of the Texas Department of Licensing and Regulation, 16 Texas Administrative Code, Chapter 95.

WHEREAS, the City owns and operates the Rick Husband Amarillo International Airport generally located at 10801 Airport Blvd., Amarillo, Texas 79111 (hereinafter "Airport"); and

WHEREAS, TNC desires to operate a transportation network business at the Airport wherein the network provided by TNC will be used by independent contractor drivers to connect passengers with pre-arranged transportation services offered by Drivers (hereinafter defined);

WHEREAS, TNC desires to voluntarily and out of goodwill enter into this Agreement with City to provide TNC services at the Airport;

WHEREAS, the City agrees to allow the TNC to conduct business at the Airport, subject to the terms and conditions of this entire Agreement; and

WHEREAS, TNC desires to operate a transportation network business at the Airport, wherein the network provided by TNC will be used by independent contractor drivers to connect passengers with pre-arranged transportation services offered by Drivers (herein defined); and

WHEREAS, the following definitions shall apply to this Agreement at all times:

(A) "Airport" means the Department of Aviation of the City of Amarillo, Texas, as well as the location and administration generally referred to as the Rick Husband Amarillo International Airport, which is also generally located at 10801 Airport Blvd., Amarillo, Texas 79111, to include all runways, taxiways, roadways, buildings and other appurtenances associated with aviation activity and non-aviation activity at said general location.

(B) "Airport Property" means the real estate generally consisting of the Rick Husband Amarillo International Airport, as defined by all associated meets and bounds surveys or land deeds, to include that real estate which may be occupied by tenants or subtenants of the City or of the Rick Husband Amarillo International Airport.

(C) "Airport Transaction" means any transaction between TNC and a customer of TNC that results in a pickup by an authorized driver of TNC for transport out of the Geo-fence located at the Rick Husband Amarillo International Airport (as established herein and as attached), which shall apply to the Per Trip Fee (as defined herein).

(D) "AMA" shall mean the Rick Husband Amarillo International Airport and may refer

to the actual "Airport Property," the "Airport," or the administration of the airport.

(E) "App" shall mean the mobile smartphone/tablet application or electronic platform utilized by TNC that connects passengers with Drivers/Vehicles.

(F) "City" shall mean the City of Amarillo, Texas.

(G) "Designated Areas" shall mean the area or areas that the TNC is authorized to operate at the "Airport." Generally this means the commercial traffic lane and commercial loading zone on the lower level of the airport's terminal roadway and the commercial traffic/TNC staging area (as may be designated by the "Airport" from time to time).

(H) "Driver" means any individual who has been approved by TNC to use a personal vehicle to transport passengers whose rides are arranged through the TNC's App. For purposes of this Agreement, the term "Driver" implies at all times that the Driver is on Airport property and logged onto the TNC's App or on Airport property for the purpose of transporting passengers via the TNC's App, regardless of whether the Vehicle is carrying a passenger.

(I) "Vehicle" means the personal automobile used by a Driver, whether or not that vehicle is owned, leased, or rented by the Driver.

(J) "Geo-fence" means the geographic coordinates located on the Rick Husband Amarillo International Airport where TNC is authorized to operate and where any and all TNC customer pickups shall count as an Airport Transaction.

(K) "Permitted Use" means the operation of TNC's ground transportation business via the use of independent drivers, to include the pickup and drop off of pre-arranged passengers at the Airport.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and for good and valuable consideration, as described herein and of which the sufficiency is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. As of the Commencement Date of this Agreement, City grants TNC and affiliated TNC Drivers the right and authorization to conduct business at the Airport by offering TNC's mobile App at the Airport and authorizing TNC Drivers the right and privilege to provide on-demand transportation services using TNC's App at the Airport and to pickup or drop off passengers within the defined Geo-fence area, all subject to the additional terms and conditions herein.

2. Fees. TNC shall pay to City, for the privilege of operating at the Airport, an amount equal to ONE DOLLAR AND NO CENTS ($1.00) per passenger pickup anywhere inside the geo-fence (hereinafter "Per Trip Fee"), geo-fence coordinates attached hereto as Exhibit A, and incorporated. Payment of the Per Trip Fee for the preceding month shall be made to the City no later than the twentieth (20th) day of the following calendar month. Payment shall be made via check or money order, payable in official US funds, free from all claims, demands, setoffs, or counterclaims of any kind.

Any payments hereunder not paid when due shall be subject to a late payment fee of one and one-half percent (1.5%) per month, or if lower, the maximum allowed by law.

3. Report. TNC shall, no later than the twentieth (20th) day of each calendar month,

submit (or make available electronically) to the City a report detailing the total number of Airport Transactions in the preceding calendar month (hereinafter "TNC Activity Report").

4. Applicable Law. TNC shall comply with all applicable local, state, and federal laws, rules, regulations, ordinances, and procedures of Federal, State, and local governments, and in addition shall comply with applicable Federal Aviation Administration, Transportation Security Administration, or successor agencies, regulations and procedures governing vehicle ground transportation operations at the Airport.

5. Insurance. All Vehicles operated by TNC Drivers shall be covered by commercial automobile liability insurance with limits of not less than One Million Dollars ($1,000,000) for each accident for third party bodily injury and property damage. This coverage applies while:

i. The TNC Driver is located on the airport premises during the course of providing an accepted trip including the picking-up and dropping-off of passenger(s);

ii. The TNC Driver is located on the airport premises immediately following the conclusion of a requested trip and while in the course of exiting the airport premises; and

iii. The TNC Driver has logged into the App controlled by the TNC and is "available to receive requests" for transportation services from passengers using the App and the TNC Driver is located on the airport premises.

"Available to receive requests" means the App is in a state such that an applicable request would be transmitted to the TNC Driver's smartphone for acceptance by the TNC Driver.

TNC shall provide to City all insurance certificates evidencing the insurance required by this Agreement and shall ensure valid certificates are maintained with the City at all times.

6. Digital Decals. Each TNC driver will maintain, on his or her smartphone, a "digital decal" while using the app on Airport property that will be used to substitute for a tangible Airport transponder. The digital decal will allow the Airport, at any and all times, to confirm the following information for any TNC driver using the app while operating at the Airport:

(A) TNC Driver identity and photo;

(B) Vehicle make and model;

(C) License Plate number;

(D) Certificates of insurance in accordance with State Law;

(E) An electronic waybill.

7. Geo Fence. City and TNC shall designate a Geo Fence and agree on the coordinates of such Geo Fence, shown on Exhibit A. TNC shall demonstrate to City that TNC has established the designated Geo Fence to manage its business at the Airport and shall notify affiliated drivers about the Geo Fence.

8. Staging. No TNC vehicle shall stage prior to receiving a trip request on Airport property except within the designated holding or staging area(s). TNC vehicles shall only enter Airport property to enter the staging area or to pick up or drop off a passenger within the established geo-fence area(s). Staging and pick up areas on Airport property may be regulated further at the discretion of the Airport Director.

9. Term. This Agreement shall be effective on the Commencement Date and shall be in effect for a period of one (1) year thereafter. The term shall automatically renew for additional terms of one (1) year each, unless one of the Parties hereto sends a written notice of termination to the other Party at least thirty (30) days prior to the end of the then current term. Either party hereto may terminate this Agreement at any time for any reason by giving not less than ninety (90) days prior written notice thereof to the other Party. Otherwise, this Agreement shall continue in force unless terminated by the City upon the occurrence of an Event of Default (herein defined) if TNC has not cured such Event of Default within thirty (30) days after written notice of the default from City.

10. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles, which would apply the law of any other jurisdiction. Venue for any dispute arising out of, or concerning, this Agreement, either administrative or judicial, shall be proper and lie exclusively in Amarillo, Texas.

11. Activities. TNC and Drivers may use the Designated Areas only for the Permitted Use described herein and for no other purpose, and shall not conduct any activity or operations at the Airport not expressly authorized by this Agreement.

12. License. Nothing in this Agreement shall be construed as granting or creating any license or franchise rights pursuant to any federal, state, or local laws, rules, or regulations. TNC's rights to use any area on Airport Property shall be on a non-exclusive basis at all times, and nothing contained herein shall be deemed to prevent the City from granting similar rights to any other service or transportation provider, including, but not limited to taxi cabs, limousines, shuttles, and other transportation network businesses.

13. Ingress/Egress. Drivers shall have the non-exclusive rights of ingress and egress across Airport Property to conduct the activities described herein, provided that such ingress and egress activity: (a) shall not impede or interfere, in any way, with the operation of the Airport or the use of the Airport by its tenants, passengers, or employees; (b) shall be on roadways and other areas designated by the City from time to time; and (c) may be temporarily suspended by the City in the event of an emergency or a threat to the Airport during the time period of such emergency or threat.

14. Curbside Time. Once a Driver has made contact with the passenger(s) with whom such Driver was matched, the Driver shall promptly load such passenger(s) and each Driver shall limit the Driver's curbside time to the time required for the prompt loading and unloading of passengers, and after loading passengers, such Driver shall thereafter promptly depart from the Airport.

15. Condition. TNC accepts the Designated Areas and the Airport in their present condition and "as-is," without representation or warranty of any kind, and subject to all applicable laws, ordinances, rules, and regulations.

16. Signage on Vehicles. No Vehicle shall post or display, on the exterior thereof,

any signage or other displays except for TNC's name and/or logo or the signage of a transportation network company.

17. Prohibited Activities. Without limiting the generality of other provisions of this Agreement, the following activities are prohibited by Drivers:

A. Turning off or disabling the App when a Vehicle is on Airport Property, unless the Driver is departing the Airport after a drop-off;

B. Allowing operation of a Vehicle on Airport roadways by an unauthorized driver;

C. Transporting a passenger in an unauthorized vehicle;

D. Picking-up or discharging passengers, or their baggage, at any location other than the Designated Areas;

E. Failing to provide information, or providing false information, to police officers or Airport personnel;

F. Displaying, to an Airport official, a waybill in an altered or fictitious form;

G. Soliciting passengers not through the Application within the Geo Fence;

H. Using or possessing any alcoholic beverage, illegal drug, or illegal narcotic while on duty on Airport Property;

I. Failing to operate a Vehicle in a safe manner;

J. Failing to comply with posted speed limits and traffic control signs;

K. Using profane or vulgar language;

L. Attempting to solicit payment in excess of that authorized by law;

M. Operating a Vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;

N. Operating a Vehicle without proper certification or at any time during which TNC's authority is suspended or revoked: and

O. Engaging in any criminal activity while on Airport Property.

18. Representative. TNC shall provide the City with the name, address, telephone number, and e-mail address for at least one (1) qualified representative authorized to represent and act for TNC in matters pertaining to its operation, and shall keep the City informed, in writing, of the identity of each such designated person.

19. Airport Modifications. TNC acknowledges and agrees that: (a) the City shall have the right, at all times, to change, alter, and expand Airport Property, including the areas where TNC may operate, terminals, roadways, and designated pick-up, drop-off, and staging areas; and (b) the City has made no representations, warranties, or covenants to TNC regarding the design, construction, or passenger or automobile traffic at the Airport. Without limiting the generality of the foregoing, TNC acknowledges and agrees that the Airport may, from time to time, undergo renovation, construction, and other substantial physical modifications. Airport agrees to provide reasonable advance notice to TNC of any such modifications that may affect TNC's business or Drivers' ingress and

egress across Airport property as soon as practicable so as to ensure smooth operations, and Airport further agrees to work with TNC to determine agreed upon alternative options should TNC's operations be adversely impacted by changes. The TNC also acknowledges that the Airport may, from time to time, adopt rules and regulations relating to security or other operational matters that may affect TNC's business operations at AMA.

20. Airport Signage/Wayfinding. Airport shall erect and maintain, at its sole expense, signage at or near the Staging Area which shows Drivers where such staging area is located. The signage shall, at a minimum, display the following language: "[Lyft] Staging Area." Additionally, Airport shall maintain, at its sole expense, appropriate wayfinding signage within the Airport terminals for the benefit of its passengers, indicating where the TNC pick-up area(s) is/are located, as well as signage at the TNC pick-up area(s). The signage shall, at a minimum, display the following language: "[Lyft] Pick-up Area."

21. Audits. Annually, within 60 days of the anniversary of this Agreement, Airport may request an audit of all transactions by TNC, or Drivers of TNC, for rides provided on Airport property, and reconcile such transactions with the amounts due and paid to the City as required herein for the previous year. The requested report of such "Annual Report" to be delivered to the City within 30 days of completion of the audit.

TNC agrees to maintain and make available (in physical or electronic form) to City, during the term(s) of this Agreement, at the TNC's place of business or a mutually agreed upon third party location, during regular business hours, accurate and detailed books and accounting records reflecting its performance of its obligations under this Sections 2 and 3 of this Agreement. Upon City's reasonable prior written request, which shall not occur more than once per calendar year, TNC shall permit the City to audit and examine such books and records relating to its performance of its obligations under Sections 2 and 3 of this Agreement.

Should any examination, inspection, or audit of TNC's books and records disclose an underpayment by TNC of the consideration due, TNC shall promptly pay City the amount of the underpayment. Audits conducted by TNC shall be at the sole cost of TNC. Audits, examinations, or inspections conducted by the City of TNC books or records shall be at the sole cost of the City.

22. Assignment. TNC shall not assign, encumber, or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any right hereunder, without the City's prior written consent, which consent will not be unreasonably withheld.

23. Taxes. TNC shall be responsible to pay any and all taxes or other fees which may be applicable to the operations or activities of the TNC or its Drivers.

24. Nondiscrimination. TNC, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the execution of this Agreement.

25. Transfer. TNC shall not assign, encumber, or otherwise transfer, whether

voluntarily or involuntarily or by operation of the law, this Agreement, or any right hereunder, without City's prior written consent, which consent may be granted or denied in the City's sole and absolute discretion. The term "transfer" shall mean any such assignment, encumbrance, or actual transfer from one party to another party. City's consent to any one transfer shall not be deemed a consent to any subsequent transfer. Any transfer made without City's consent shall constitute a default hereunder and shall be voidable at the City's discretion. Notwithstanding the above, TNC shall retain the right to transfer this Agreement, or any right hereunder, to an affiliate of the TNC.

26. Change of Control. The sale or other transfer of a controlling percentage of the capital stock or membership interests of the TNC, whether by merger, stock sale, or otherwise, or the sale of transfer of more than fifty percent (50%) of the value of the assets of TNC related to the operations hereunder, shall be deemed a Change of Control, not a transfer, and shall not be subject to the restrictions in paragraph 25 above. The phrase, "controlling percentage" means the ownership of, and the right to vote, stock or interests possessing more than fifty percent (50%) of the total combined voting power of all classes of TNC's capital stock or interests issued, outstanding and entitled to vote for the election of directors.

27. Waiver. No waiver of default or failure to demand performance of any of the terms or conditions of this Agreement shall be construed as a waiver of any subsequent default of any of the terms or conditions of this Agreement. The City shall not be precluded from later enforcing any of the terms and conditions of this Agreement.

28. Timely Notice. Each Party hereto shall give to the other Party, prompt and timely written notice of any loss arising out of this Agreement, meaning any and all losses, liabilities, judgments, suits, claims, damages, costs, and expenses (including reasonable attorney's fees, investigation costs, remediation costs, and court costs), of any kind or nature, coming to its knowledge which in any way, directly or indirectly, contingently, or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

29. Notices. Except as otherwise specifically provided in this Agreement, any notice, demand, or other correspondence given under this Agreement shall be in writing and given by prepaid certified mail (return receipt requested), or reputable overnight courier to: (a) TNC at its Notice Address; or (b) City at its Notice Address; or (c) such other address as either TNC or City may designate as its new address for such purpose by notice given to the other in accordance with this section. Any notice hereunder shall be deemed to have been given and received, and effective, five (5) days after the date when it is mailed. For convenience of the Parties, copies of notices may also be given by facsimile or electronic mail; however, neither Party may give official or binding notice by facsimile or electronic mail.

Notices and payments to the City shall be sent to: City of Amarillo, Rick Husband Amarillo International Airport, 10801 Airport Blvd., Amarillo, TX, 79111, Attention: Director of Aviation.

Notices to TNC shall be sent to: Lyft, Inc., c/o Bakari Brock 185 Berry Street, Suite 5000, San Francisco, CA 94107
with copies to:

Legal Department – and to – legalnotices@lyft.com

30. Confidential Information. Any information that TNC makes available to City pursuant to this Agreement is deemed to be confidential and proprietary information ("TNC's confidential information"), regardless of whether the records are marked as such, and shall not be disclosed to anyone without TNC's expressed written permission unless required to be disclosed by applicable law or a court order; including without limitation the public records laws, provided that City notifies TNC of such requirement promptly prior to disclosure, and provided further that City makes diligent efforts to limit disclosure pursuant to any available bases set forth in the Texas Freedom of Information Act or other applicable law. If the City determines that it must disclose such information, then the City will provide TNC ten (10) business days prior to the proposed disclosure such that TNC may seek court intervention concerning the potential disclosure of TNC's confidential information. If City is required to release TNC's confidential information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law and the final judgment. TNC acknowledges and hereby approves that the City may disclose this full Agreement to the public on the City's or Airport's website.

31. Event of Default. The occurrence of any one or more of the following events shall constitute a breach of this Agreement and an "Event of Default."

A. TNC shall fail, duly and punctually, to pay any per-passenger pickup or trip fee or any other amount due City as required hereunder, when due to City, and such failure shall continue beyond the date specified in a written notice of such breach or default from City, which date shall be no earlier than the tenth (10^{th}) business day after the effective date of such notice; or

B. A Transfer occurs without the prior approval of the City as set forth herein; or

C. TNC fails to obtain and maintain the insurance required hereunder, or to provide copies of the insurance certificates to the City as required herein; or

D. TNC fails to keep, perform, and observe each and every other promise, covenant, and agreement set forth in this Agreement, and such failure continues for a period of more than thirty (30) days after delivery by City of a written notice thereof.

32. Remedies. Upon the occurrence and during the continuance of an Event of Default, City shall have the following rights and remedies in addition to any and all other rights and remedies available to the City under this Agreement, at law, or in equity: (a) City may elect to terminate this Agreement; and (b) nothing herein shall be deemed to limit City's right to terminate this Agreement as provided herein.

33. Cumulative Rights. The exercise by City of any remedy provided in this

Agreement shall be cumulative and shall in no way affect any other remedy available to City under law or in equity.

34. Fines/Penalties. By operating on the Airport, TNC and Drivers affiliated with TNC shall be subject to applicable laws, ordinances, rules, and regulations including any fines or penalties in connection therewith. City shall have no obligation to TNC to impose fines on, or otherwise take action against, any other person or entity at the Airport.

35. No Representations. TNC acknowledges and agrees that neither City nor any person on behalf of City has made, and City hereby disclaims, any representations or warranties, expressed or implied, regarding the business venture proposed by TNC at the Airport, including any statements relating to the potential success or profitability of such venture. TNC represents and warrants that it has made an independent investigation of all aspects of the business venture contemplated by this Agreement.

36. Federal Nondiscrimination. TNC understands and acknowledges that City has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act of 1964, as effectuated by Title 49 of the Code of Federal Regulations, Subtitle A – Office of the Secretary of Transportation, Part 21, as amended, as a condition precedent to the government making grants in aid to City for certain Airport programs and activities, and that City is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than City, operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which TNC agrees, as follows: "TNC, in its operation at and use of the Rick Husband Amarillo International Airport, covenants that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the grantee, licensee, permittee, etc., shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

37. Invalid Provisions. If any provision of this Agreement shall be held to be invalid, void, or unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

38. Loss Liability. TNC covenants and agrees that City shall not, at any time or to any extent whatsoever, be liable, responsible, or in any way accountable for any losses, liabilities, judgments, suits, claims, damages, costs, or expenses of any kind or nature (collectively, "Losses"), which (a) at any time after the Commencement Date of this Agreement may be suffered or sustained by TNC arising out of TNC's operations, or (b) are caused, in whole or in part, by any act or omission (whether negligent, non-negligent,

or otherwise) of TNC or any Driver. This waiver shall not extend to such Losses caused in whole or in part by any act, omission, or negligence of City or its employees, officers, directors, contractors, or agents, including Losses caused by the sole gross negligence or willful misconduct of City.

39. Successors and Assigns. Subject to the provisions enumerated herein, the terms and conditions contained in this Agreement shall bind and inure to the benefit of TNC and City, and, except as otherwise provided herein, to their personal representatives and successors and assigns.

40. Severability. If any provision of this Agreement or the application thereof to any person, entity, or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.

41. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas. Any dispute arising out of this Agreement, including, but not limited to, any issues relating to the existence, validity, formation, interpretation, or breach of this Agreement, shall be brought and litigated exclusively in a state or federal court located in Texas; and the Parties consent to the exclusive jurisdiction thereof.

42. Authority. TNC represents and warrants that TNC is a duly authorized and existing entity, that TNC has and is duly qualified to do business in the State of Texas, that TNC has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of TNC are authorized to do so. Upon City's request, TNC shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

43. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

44. Titles. Marginal captions, titles, or exhibits to this Agreement are for convenience and reference only and are in no way to be construed as defining, limiting, or modifying the scope or intent of the various provisions of this Agreement.

45. Modifications. This Agreement, including all exhibits, contains all of the Agreements, conditions, understandings, representations, and warranties made between the parties hereto with respect to the subject matter hereof, and may not be modified orally or in any manner other than by an Agreement in writing signed by both parties hereto or their respective successors in interest.

46. The Commencement Date of this Agreement shall be **June 1, 2018.**

IN WITNESS WHEREOF, City has caused this Agreement to be executed on the dates indicated below by its appropriate and authorized officer, and TNC has caused the same to be executed by its appropriate and authorized officer.

CITY OF AMARILLO, TEXAS:

By: _____

Name: _____

Date: _____

LYFT, Inc.:

By: _____

Name: Bakari Brock

Date: 5.25.2018

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 17, 2018	**Council Priority**	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER: The operating agreement between the City of Amarillo and Rasier, LLC., (UBER).

Agenda Item Summary

This item is the agreement between the City and Rasier, LLC., which is the regional UBER transportation network company. The agreement outlines the UBER operating parameters for their operations at the Rick Husband Amarillo International Airport.

Requested Action

Approval of the agreement between the City of Amarillo and Rasier, LLC.

Funding Summary

This is a revenue generating agreement for the City/Airport.

Community Engagement Summary

Level 1. Little to no community impact.

Staff Recommendation

Airport staff recommends the approval of this agreement.

OPERATING AGREEMENT
BETWEEN
CITY OF AMARILLO TEXAS & RASIER, LLC.

This Agreement ("Agreement"), is made and entered into this _____day of _____, 2018, by and between City of Amarillo, Texas, (hereinafter "City") for its Rick Husband Amarillo International Airport and Rasier, LLC, a limited liability company organized and existing under the laws of the state of Delaware (hereinafter "TNC"). City and TNC may sometimes hereinafter be referred to individually as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, Tex. Occ. Code Title 14, Ch. 2402 provides that the regulation, licensing or permitting of TNCs for the provision of prearranged rides is within the exclusive jurisdiction of the Texas Department of Licensing and Regulation, subject to certain delineated rights of airports pursuant to Administrative Rules of the Texas Department of Licensing and Regulation, 16 Texas Administrative Code, Chapter 95.

WHEREAS, the City owns and operates the Rick Husband Amarillo International Airport generally located at 10801 Airport Blvd., Amarillo, Texas 79111 (hereinafter "Airport"); and

WHEREAS, TNC desires to operate a transportation network business at the Airport wherein the network provided by TNC will be used by independent contractor drivers to connect passengers with pre-arranged transportation services offered by Drivers (hereinafter defined);

WHEREAS, TNC desires to voluntarily and out of goodwill enter into this Agreement with City to provide TNC services at the Airport;

WHEREAS, the City agrees to allow the TNC to conduct business at the Airport, subject to the terms and conditions of this entire Agreement; and

WHEREAS, TNC desires to operate a transportation network business at the Airport, wherein the network provided by TNC will be used by independent contractor drivers to connect passengers with pre-arranged transportation services offered by Drivers (herein defined); and

WHEREAS, the following definitions shall apply to this Agreement at all times:

(A) "Airport" means the Department of Aviation of the City of Amarillo, Texas, as well as the location and administration generally referred to as the Rick Husband Amarillo International Airport, which is also generally located at 10801 Airport Blvd., Amarillo, Texas 79111, to include all runways, taxiways, roadways, buildings and other appurtenances associated with aviation activity and non-aviation activity at said general location.

(B) "Airport Property" means the real estate generally consisting of the Rick Husband Amarillo International Airport, as defined by all associated meets and bounds surveys or land deeds, to include that real estate which may be occupied by tenants or subtenants of the City or of the Rick Husband Amarillo International Airport.

(C) "Airport Transaction" means any transaction between TNC and a customer of TNC that results in a pickup by an authorized driver of TNC for transport out of the Geo-fence located at the Rick Husband Amarillo International Airport (as established herein and as attached), which shall apply to the Per Trip Fee (as defined herein).

(D) "AMA" shall mean the Rick Husband Amarillo International Airport and may refer to the actual "Airport Property," the "Airport," or the administration of the airport.

(E) "App" shall mean the mobile smartphone/tablet application or electronic platform utilized by TNC that connects passengers with Drivers/Vehicles.

(F) "City" shall mean the City of Amarillo, Texas.

(G) "Designated Areas" shall mean the area or areas that the TNC is authorized to operate at the "Airport." Generally this means the commercial traffic lane and commercial loading zone on the lower level of the airport's terminal roadway and the commercial traffic/TNC staging area (as may be designated by the "Airport" from time to time).

(H) "Driver" means any individual who has been approved by TNC to use a personal vehicle to transport passengers whose rides are arranged through the TNC's App. For purposes of this Agreement, the term "Driver" implies at all times that the Driver is on Airport property and logged onto the TNC's App or on Airport property for the purpose of transporting passengers via the TNC's App, regardless of whether the Vehicle is carrying a passenger.

(I) "Vehicle" means the personal automobile used by a Driver, whether or not that vehicle is owned, leased, or rented by the Driver.

(J) "Geo-fence" means the geographic coordinates located on the Rick Husband Amarillo International Airport where TNC is authorized to operate and where any and all TNC customer pickups shall count as an Airport Transaction.

(K) "Permitted Use" means the operation of TNC's ground transportation business via the use of independent drivers, to include the pickup and drop off of pre-arranged passengers at the Airport.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and for good and valuable consideration, as described herein and of which the sufficiency is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. As of the Commencement Date of this Agreement, City grants TNC and affiliated TNC Drivers the right and authorization to conduct business at the Airport by offering TNC's mobile App at the Airport and authorizing TNC Drivers the right and privilege to provide on-demand transportation services using TNC's App at the Airport and to pickup or drop off passengers within the defined Geo-fence area, all subject to the additional terms and conditions herein.

2. Fees. TNC shall pay to City, for the privilege of operating at the Airport, an amount equal to ONE DOLLAR AND NO CENTS ($1.00) per passenger pickup anywhere inside the geo-fence (hereinafter "Per Trip Fee"), geo-fence coordinates attached hereto as Exhibit A, and incorporated. Payment of the Per Trip Fee for the preceding month shall be made to the City no later than the twentieth (20th) day of the following calendar month. Payment shall be made via check or money order, payable in official US funds, free from all claims, demands, setoffs, or counterclaims of any kind.

Any payments hereunder not paid when due shall be subject to a late payment fee of one and one-half percent (1.5%) per month, or if lower, the maximum allowed by law.

3. Report. TNC shall, no later than the twentieth (20th) day of each calendar month, submit (or make available electronically) to the City a report detailing the total number of Airport Transactions in the preceding calendar month (hereinafter "TNC Activity Report").

4. Applicable Law. TNC shall comply with all applicable local, state, and federal laws, rules, regulations, ordinances, and procedures of Federal, State, and local governments, and in addition shall comply with applicable Federal Aviation Administration, Transportation Security Administration, or successor agencies, regulations and procedures governing vehicle ground transportation operations at the Airport.

5. Insurance. All Vehicles operated by TNC Drivers shall be covered by commercial automobile liability insurance with limits of not less than One Million Dollars ($1,000,000) for each accident for third party bodily injury and property damage. This coverage applies while:

i. The TNC Driver is located on the airport premises during the course of providing an accepted trip including the picking-up and dropping-off of passenger(s);

ii. The TNC Driver is located on the airport premises immediately following the conclusion of a requested trip and while in the course of exiting the airport premises; and

iii. The TNC Driver has logged into the App controlled by the TNC and is "available to receive requests" for transportation services from passengers using the App and the TNC Driver is located on the airport premises.

"Available to receive requests" means the App is in a state such that an applicable request would be transmitted to the TNC Driver's smartphone for acceptance by the TNC Driver.

TNC shall provide to City all insurance certificates evidencing the insurance required by this Agreement and shall ensure valid certificates are maintained with the City at all times.

6. Digital Decals. Each TNC driver will maintain, on his or her smartphone, a "digital decal" while using the app on Airport property that will be used to substitute for a tangible Airport transponder. The digital decal will allow the Airport, at any and all times, to confirm the following information for any TNC driver using the app while operating at the Airport:

(A) TNC Driver identity and photo;

(B) Vehicle make and model;

(C) License Plate number;

(D) Certificates of insurance in accordance with State Law;

(E) An electronic waybill.

7. Geo Fence. City and TNC shall designate a Geo Fence and agree on the coordinates of such Geo Fence, shown on Exhibit A. TNC shall demonstrate to City that TNC has established the designated Geo Fence to manage its business at the Airport and

shall notify affiliated drivers about the Geo Fence.

8. Staging. No TNC vehicle shall stage prior to receiving a trip request on Airport property except within the designated holding or staging area(s). TNC vehicles shall only enter Airport property to enter the staging area or to pick up or drop off a passenger within the established geo-fence area(s). Staging and pick up areas on Airport property may be regulated further at the discretion of the Airport Director.

9. Term. This Agreement shall be effective on the Commencement Date and shall be in effect for a period of one (1) year thereafter. The term shall automatically renew for additional terms of one (1) year each, unless one of the Parties hereto sends a written notice of termination to the other Party at least thirty (30) days prior to the end of the then current term. Either party hereto may terminate this Agreement at any time for any reason by giving not less than ninety (90) days prior written notice thereof to the other Party. Otherwise, this Agreement shall continue in force unless terminated by the City upon the occurrence of an Event of Default (herein defined) if TNC has not cured such Event of Default within thirty (30) days after written notice of the default from City.

10. Governing Law. This Agreement is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles, which would apply the law of any other jurisdiction. Venue for any dispute arising out of, or concerning, this Agreement, either administrative or judicial, shall be proper and lie exclusively in Amarillo, Texas.

11. Activities. TNC and Drivers may use the Designated Areas only for the Permitted Use described herein and for no other purpose, and shall not conduct any activity or operations at the Airport not expressly authorized by this Agreement.

12. License. Nothing in this Agreement shall be construed as granting or creating any license or franchise rights pursuant to any federal, state, or local laws, rules, or regulations. TNC's rights to use any area on Airport Property shall be on a non-exclusive basis at all times, and nothing contained herein shall be deemed to prevent the City from granting similar rights to any other service or transportation provider, including, but not limited to taxi cabs, limousines, shuttles, and other transportation network businesses.

13. Ingress/Egress. Drivers shall have the non-exclusive rights of ingress and egress across Airport Property to conduct the activities described herein, provided that such ingress and egress activity: (a) shall not impede or interfere, in any way, with the operation of the Airport or the use of the Airport by its tenants, passengers, or employees; (b) shall be on roadways and other areas designated by the City from time to time; and (c) may be temporarily suspended by the City in the event of an emergency or a threat to the Airport during the time period of such emergency or threat.

14. Curbside Time. Once a Driver has made contact with the passenger(s) with whom such Driver was matched, the Driver shall promptly load such passenger(s) and each Driver shall limit the Driver's curbside time to the time required for the prompt loading and unloading of passengers, and after loading passengers, such Driver shall thereafter promptly depart from the Airport.

15. Condition. TNC accepts the Designated Areas and the Airport in their present condition and "as-is," without representation or warranty of any kind, and subject to all applicable laws, ordinances, rules, and regulations.

16. Signage on Vehicles. No Vehicle shall post or display, on the exterior thereof, any signage or other displays except for TNC's name and/or logo or the signage of a transportation network company.

17. Prohibited Activities. Without limiting the generality of other provisions of this Agreement, the following activities are prohibited by Drivers:

A. Turning off or disabling the App when a Vehicle is on Airport Property, unless the Driver is departing the Airport after a drop-off;

B. Allowing operation of a Vehicle on Airport roadways by an unauthorized driver;

C. Transporting a passenger in an unauthorized vehicle;

D. Picking-up or discharging passengers, or their baggage, at any location other than the Designated Areas;

E. Failing to provide information, or providing false information, to police officers or Airport personnel;

F. Displaying, to an Airport official, a waybill in an altered or fictitious form;

G. Soliciting passengers not through the Application within the Geo Fence;

H. Using or possessing any alcoholic beverage, illegal drug, or illegal narcotic while on duty on Airport Property;

I. Failing to operate a Vehicle in a safe manner;

J. Failing to comply with posted speed limits and traffic control signs;

K. Using profane or vulgar language;

L. Attempting to solicit payment in excess of that authorized by law;

M. Operating a Vehicle which is not in a safe mechanical condition or which lacks mandatory safety equipment;

N. Operating a Vehicle without proper certification or at any time during which TNC's authority is suspended or revoked: and

O. Engaging in any criminal activity while on Airport Property.

18. Representative. TNC shall provide the City with the name, address, telephone number, and e-mail address for at least one (1) qualified representative authorized to represent and act for TNC in matters pertaining to its operation, and shall keep the City informed, in writing, of the identity of each such designated person.

19. Airport Modifications. TNC acknowledges and agrees that: (a) the City shall have the right, at all times, to change, alter, and expand Airport Property, including the areas where TNC may operate, terminals, roadways, and designated pick-up, drop-off, and staging areas; and (b) the City has made no representations, warranties, or covenants to TNC regarding the design, construction, or passenger or automobile traffic at the Airport. Without limiting the generality of the foregoing, TNC acknowledges and agrees that the Airport may, from time to time, undergo renovation, construction, and other substantial physical modifications. Airport agrees to provide reasonable advance notice to

TNC of any such modifications that may affect TNC's business or Drivers' ingress and egress across Airport property as soon as practicable so as to ensure smooth operations, and Airport further agrees to work with TNC to determine agreed upon alternative options should TNC's operations be adversely impacted by changes. The TNC also acknowledges that the Airport may, from time to time, adopt rules and regulations relating to security or other operational matters that may affect TNC's business operations at AMA.

20. Airport Signage/Wayfinding. Airport shall erect and maintain, at its sole expense, signage at or near the Staging Area which shows Drivers where such staging area is located. The signage shall, at a minimum, display the following language: "[UBER] Staging Area." Additionally, Airport shall maintain, at its sole expense, appropriate wayfinding signage within the Airport terminals for the benefit of its passengers, indicating where the TNC pick-up area(s) is/are located, as well as signage at the TNC pick-up area(s). The signage shall, at a minimum, display the following language: "[UBER] Pick-up Area."

21. Audits. Annually, within 60 days of the anniversary of this Agreement, Airport may request an audit of all transactions by TNC, or Drivers of TNC, for rides provided on Airport property, and reconcile such transactions with the amounts due and paid to the City as required herein for the previous year. The requested report of such "Annual Report" to be delivered to the City within 30 days of completion of the audit.

TNC agrees to maintain and make available (in physical or electronic form) to City, during the term(s) of this Agreement, at the TNC's place of business or a mutually agreed upon third party location, during regular business hours, accurate and detailed books and accounting records reflecting its performance of its obligations under this Sections 2 and 3 of this Agreement. Upon City's reasonable prior written request, which shall not occur more than once per calendar year, TNC shall permit the City to audit and examine such books and records relating to its performance of its obligations under Sections 2 and 3 of this Agreement.

Should any examination, inspection, or audit of TNC's books and records disclose an underpayment by TNC of the consideration due, TNC shall promptly pay City the amount of the underpayment. Audits conducted by TNC shall be at the sole cost of TNC. Audits, examinations, or inspections conducted by the City of TNC books or records shall be at the sole cost of the City.

22. Assignment. TNC shall not assign, encumber, or otherwise transfer, whether voluntarily or involuntarily or by operation of law, this Agreement, or any right hereunder, without the City's prior written consent, which consent will not be unreasonably withheld.

23. Taxes. TNC shall be responsible to pay any and all taxes or other fees which may be applicable to the operations or activities of the TNC or its Drivers.

24. Nondiscrimination. TNC, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, sex or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to

discrimination in the execution of this Agreement.

25. Transfer. TNC shall not assign, encumber, or otherwise transfer, whether voluntarily or involuntarily or by operation of the law, this Agreement, or any right hereunder, without City's prior written consent, which consent may be granted or denied in the City's sole and absolute discretion. The term "transfer" shall mean any such assignment, encumbrance, or actual transfer from one party to another party. City's consent to any one transfer shall not be deemed a consent to any subsequent transfer. Any transfer made without City's consent shall constitute a default hereunder and shall be voidable at the City's discretion. Notwithstanding the above, TNC shall retain the right to transfer this Agreement, or any right hereunder, to an affiliate of the TNC.

26. Change of Control. The sale or other transfer of a controlling percentage of the capital stock or membership interests of the TNC, whether by merger, stock sale, or otherwise, or the sale of transfer of more than fifty percent (50%) of the value of the assets of TNC related to the operations hereunder, shall be deemed a Change of Control, not a transfer, and shall not be subject to the restrictions in paragraph 25 above. The phrase, "controlling percentage" means the ownership of, and the right to vote, stock or interests possessing more than fifty percent (50%) of the total combined voting power of all classes of TNC's capital stock or interests issued, outstanding and entitled to vote for the election of directors.

27. Waiver. No waiver of default or failure to demand performance of any of the terms or conditions of this Agreement shall be construed as a waiver of any subsequent default of any of the terms or conditions of this Agreement. The City shall not be precluded from later enforcing any of the terms and conditions of this Agreement.

28. Timely Notice. Each Party hereto shall give to the other Party, prompt and timely written notice of any loss arising out of this Agreement, meaning any and all losses, liabilities, judgments, suits, claims, damages, costs, and expenses (including reasonable attorney's fees, investigation costs, remediation costs, and court costs), of any kind or nature, coming to its knowledge which in any way, directly or indirectly, contingently, or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

29. Notices. Except as otherwise specifically provided in this Agreement, any notice, demand, or other correspondence given under this Agreement shall be in writing and given by prepaid certified mail (return receipt requested), or reputable overnight courier to: (a) TNC at its Notice Address; or (b) City at its Notice Address; or (c) such other address as either TNC or City may designate as its new address for such purpose by notice given to the other in accordance with this section. Any notice hereunder shall be deemed to have been given and received, and effective, five (5) days after the date when it is mailed. For convenience of the Parties, copies of notices may also be given by facsimile or electronic mail; however, neither Party may give official or binding notice by facsimile or electronic mail.

Notices and payments to the City shall be sent to: City of Amarillo, Rick Husband Amarillo International Airport, 10801 Airport Blvd., Amarillo, TX, 79111,

Attention: Director of Aviation.

Notices to TNC shall be sent to: Rasier LLC, Attention: Legal, Regulatory Dept., 1455 Market Street, Fourth Floor, San Francisco, CA 94103
with copies to:

rgilliland@uber.com; Brightman@uber.com

30. Confidential Information. Any information that TNC makes available to City pursuant to this Agreement is deemed to be confidential and proprietary information ("TNC's confidential information"), regardless of whether the records are marked as such, and shall not be disclosed to anyone without TNC's expressed written permission unless required to be disclosed by applicable law or a court order; including without limitation the public records laws, provided that City notifies TNC of such requirement promptly prior to disclosure, and provided further that City makes diligent efforts to limit disclosure pursuant to any available bases set forth in the Texas Freedom of Information Act or other applicable law. If the City determines that it must disclose such information, then the City will provide TNC ten (10) business days prior to the proposed disclosure such that TNC may seek court intervention concerning the potential disclosure of TNC's confidential information. If City is required to release TNC's confidential information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law and the final judgment. TNC acknowledges and hereby approves that the City may disclose this full Agreement to the public on the City's or Airport's website.

31. Event of Default. The occurrence of any one or more of the following events shall constitute a breach of this Agreement and an "Event of Default."

A. TNC shall fail, duly and punctually, to pay any per-passenger pickup or trip fee or any other amount due City as required hereunder, when due to City, and such failure shall continue beyond the date specified in a written notice of such breach or default from City, which date shall be no earlier than the tenth (10^{th}) business day after the effective date of such notice; or

B. A Transfer occurs without the prior approval of the City as set forth herein; or

C. TNC fails to obtain and maintain the insurance required hereunder, or to provide copies of the insurance certificates to the City as required herein; or

D. TNC fails to keep, perform, and observe each and every other promise, covenant, and agreement set forth in this Agreement, and such failure continues for a period of more than thirty (30) days after delivery by City of a written notice thereof.

32. Remedies. Upon the occurrence and during the continuance of an Event of Default, City shall have the following rights and remedies in addition to any and all other rights and remedies available to the City under this Agreement, at law, or in equity: (a) City may elect to terminate this Agreement; and (b) nothing herein shall be deemed to limit City's right to terminate this Agreement as provided herein.

33. Cumulative Rights. The exercise by City of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to City under law or in equity.

34. Fines/Penalties. By operating on the Airport, TNC and Drivers affiliated with TNC shall be subject to applicable laws, ordinances, rules, and regulations including any fines or penalties in connection therewith. City shall have no obligation to TNC to impose fines on, or otherwise take action against, any other person or entity at the Airport.

35. No Representations. TNC acknowledges and agrees that neither City nor any person on behalf of City has made, and City hereby disclaims, any representations or warranties, expressed or implied, regarding the business venture proposed by TNC at the Airport, including any statements relating to the potential success or profitability of such venture. TNC represents and warrants that it has made an independent investigation of all aspects of the business venture contemplated by this Agreement.

36. Federal Nondiscrimination. TNC understands and acknowledges that City has given to the United States of America, acting by and through the Federal Aviation Administration, certain assurances with respect to nondiscrimination, which have been required by Title VI of the Civil Rights Act of 1964, as effectuated by Title 49 of the Code of Federal Regulations, Subtitle A – Office of the Secretary of Transportation, Part 21, as amended, as a condition precedent to the government making grants in aid to City for certain Airport programs and activities, and that City is required under said regulations to include in every agreement or concession pursuant to which any person or persons other than City, operates or has the right to operate any facility on the Airport providing services to the public, the following covenant, to which TNC agrees, as follows: "TNC, in its operation at and use of the Rick Husband Amarillo International Airport, covenants that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the grantee, licensee, permittee, etc., shall comply with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Subtitle A, Office of the Secretary of Transportation, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuations of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended.

37. Invalid Provisions. If any provision of this Agreement shall be held to be invalid, void, or unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

38. Loss Liability. TNC covenants and agrees that City shall not, at any time or to any extent whatsoever, be liable, responsible, or in any way accountable for any losses, liabilities, judgments, suits, claims, damages, costs, or expenses of any kind or nature (collectively, "Losses"), which (a) at any time after the Commencement Date of this Agreement may be suffered or sustained by TNC arising out of TNC's operations, or (b)

are caused, in whole or in part, by any act or omission (whether negligent, non-negligent, or otherwise) of TNC or any Driver. This waiver shall not extend to such Losses caused in whole or in part by any act, omission, or negligence of City or its employees, officers, directors, contractors, or agents, including Losses caused by the sole gross negligence or willful misconduct of City.

39. Successors and Assigns. Subject to the provisions enumerated herein, the terms and conditions contained in this Agreement shall bind and inure to the benefit of TNC and City, and, except as otherwise provided herein, to their personal representatives and successors and assigns.

40. Severability. If any provision of this Agreement or the application thereof to any person, entity, or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the full extent permitted by law.

41. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas. Any dispute arising out of this Agreement, including, but not limited to, any issues relating to the existence, validity, formation, interpretation, or breach of this Agreement, shall be brought and litigated exclusively in a state or federal court located in Texas; and the Parties consent to the exclusive jurisdiction thereof.

42. Authority. TNC represents and warrants that TNC is a duly authorized and existing entity, that TNC has and is duly qualified to do business in the State of Texas, that TNC has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of TNC are authorized to do so. Upon City's request, TNC shall provide City with evidence reasonably satisfactory to City confirming the foregoing representations and warranties.

43. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

44. Titles. Marginal captions, titles, or exhibits to this Agreement are for convenience and reference only and are in no way to be construed as defining, limiting, or modifying the scope or intent of the various provisions of this Agreement.

45. Modifications. This Agreement, including all exhibits, contains all of the Agreements, conditions, understandings, representations, and warranties made between the parties hereto with respect to the subject matter hereof, and may not be modified orally or in any manner other than by an Agreement in writing signed by both parties hereto or their respective successors in interest.

46. The Commencement Date of this Agreement shall be **June 1, 2018.**

IN WITNESS WHEREOF, City has caused this Agreement to be executed on the dates indicated below by its appropriate and authorized officer, and TNC has caused the same to be executed by its appropriate and authorized officer.

CITY OF AMARILLO, TEXAS:

By: _____

Name: _____

Date: _____

Rasier, LLC:

By: _____

Name: Francois Chadwick

Date: 5/25/18

C

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 17, 2018	**Council Priority**	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER: The Second Amendment to the Automobile Parking Management Contract between the City of Amarillo and Republic Parking System, LLC.

Agenda Item Summary

This item is the second amendment to the Republic Parking System, LLC., contract for the continued management of the Airport's parking lots. This amendment includes a contract extension of 3 additional years, through March 31, 2022, in exchange for Republic installing new parking equipment to accommodate the regulation of commercial ground transportation traffic at the Airport terminal building.

Requested Action

Approve the second amendment of the Republic Parking System, LLC., contract.

Funding Summary

This amendment does not involve funding.

Community Engagement Summary

Level 1. Little to no community impact.

Staff Recommendation

Airport staff recommends the approval of this agreement amendment.

STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF POTTER §

SECOND AMENDMENT TO CONTRACT

This Second Amendment to Contract ("Amendment") is entered into this _____ day of _____, 2018, by the CITY OF AMARILLO (referred to herein as "City"), and REPUBLIC PARKING SYSTEM, LLC, (referred to herein as "Operator").

WITNESSETH:

WHEREAS, City and Operator executed an Automobile Parking Management Contract for Public Parking Facilities at Rick Husband Amarillo International Airport (the "Contract") on the 1st day of April 2015, in which Operator agreed to operate the public parking lot facilities at the Airport; and

WHEREAS, City and Operator executed a First Amendment to Contract (the "First Amendment), with an effective date of April 1, 2018; and

WHEREAS, the City owns and operates the Rick Husband Amarillo International Airport ("Airport"); and

WHEREAS, the City desires to have Operator install new gate and control equipment in order to appropriately control and process commercial ground transportation traffic near the Airport Terminal Building in exchange for a contract extension; and

WHEREAS, the City and the Operator desire to so amend said Contract at this time;

NOW THEREFORE; City and Operator agree to amend the said Contract, as a Second Amendment to the original Contract of April 1, 2015, as follows:

1. The term of the Contract shall be extended for a period of 3 additional years from April 1, 2019, to March 31, 2022, with the same terms as in the original Contract. This extension shall modify Section 2, paragraphs 2.01 and 2.02 of the original Contract. As only one of the originally authorized renewal options has been exercised to date, one remaining additional renewal option, as specified in the original Contract, shall remain as an option, subject to all applicable terms and conditions of the original Contract. Accordingly, if such renewal option is exercised and approved by the CITY, the original Contract will have a final termination date of midnight on the 31st day of March, 2023.

2. Operator shall procure, at no cost to City, and install, at no cost to City, the following equipment that is operationally compatible with Operator's installed DataPark revenue control system which is installed at the Airport:

    A. 1 Barrier Gate
    B. 2 Detection Loops
    C. 1 Surge Protector
    D. 1 Lane Controller

E. 1 Gen 2 Transit UHF Reader (AVI)
F. 1 Mounting set for the Gen 2 Transit UHF Reader (AVI)
G. 1 Relay/Socket
H. 2 WiFi Readers
I. 200 Hang Tag Style AVI Passes
J. Installation of the above listed equipment.

3. City agrees to provide the required electrical work, long run communication cables and conduits, civil work, and permits if required as necessary to connect to the DataPark revenue control system. City agrees to provide the electrical power necessary to operate the equipment over the duration of the Contract.

4. Operator agrees to provide monthly reports, for the duration of the Contract, of activity through this installed system to the City, which shall include an itemized list of all users utilizing the installed system. The reports shall be detailed enough that the City shall be able to invoice system users for the number of operations each user had during each month.

5. Operator agrees that if any items are missing from the above list of equipment, as listed in paragraph 2 above, Operator shall procure, provide, and install such missing equipment in order to make the gate control operation for this commercial ground transportation control installation operate properly as intended by the City, to the City's satisfaction. Operator also agrees to provide this system within 5 calendar months of the date of this Second Amendment to Contract unless Operator can prove that equipment procurement was delayed by no fault of the Operator.

6. All other terms and conditions of the original Contract shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto execute this Second Amendment on the day and year first written, and as set forth below.

CITY OF AMARILLO, TEXAS

By:_____
JARED MILLER, CITY MANAGER

REPUBLIC PARKING SYSTEM, LLC

By:_____
SCOTT TITMUS, PRESIDENT

WITNESS:

_____
FRANCES HIBBS, CITY SECRETARY

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Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	July 17, 2018	**Council Priority**	Transportation
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER: The hangar land lease agreement between the City of Amarillo and Wilmax, LLC.

Agenda Item Summary

This item is a new land lease agreement between the City of Amarillo and Wilmax, LLC, for the continued lease of land at the Rick Husband Amarillo International Airport. The new lease is a 10 year lease with two separate 10 year option periods. This lease begins on August 1, 2018, with the initial term ending on July 31, 2028. This new lease is an update to their original lease which began on November 4, 1975, and includes new lease rates based on the latest land appraisal from November 8, 2017.

Requested Action

Approval of the hangar land lease agreement between the City of Amarillo and Wilmax, LLC.

Funding Summary

This lease has updated rates to be paid to the City of Amarillo by Wilmax, LLC, as described in the lease document.

Community Engagement Summary

Level 1. Little to no community impact.

Staff Recommendation

Airport staff recommends the approval of this lease agreement.

LSS 06/22/2018

THE STATE OF TEXAS

LEASE AGREEMENT

COUNTY OF POTTER

THIS LEASE AGREEMENT, with an effective date of August 1, 2018, is made and entered into by and between the CITY OF AMARILLO, TEXAS, a municipal corporation situated in Potter and Randall Counties, Texas, (referred to herein as Lessor), and WILMAX, LLC, a Texas limited liability company (referred to herein as Lessee), for the expressed purpose of allowing Lessee to maintain and occupy an aircraft hangar, aircraft apron, parking areas, and underground fuel storage tanks (referred to herein as the Leased Premises) located at 10601 Baker St, Amarillo, Texas.

WHEREAS: By a lease agreement dated November 4, 1975, with a generally accepted effective date of October 1, 1976, Lessor leased to Lessee's predecessors in title and interest an area of 19,333 square feet to be occupied by an aircraft hangar and accessory buildings, 33,550 square feet for aircraft apron area, 16,247 square feet for an auto parking area and an unspecified area for underground fuel storage tanks at a common location with other tenant fuel storage. In May 2011, Lessee assumed, by assignment, the obligations of the described lease agreement, which had a Term of ten (10) years and three (3) permissible extensions of ten (10) years each, all of which terminated on October 1, 2016. Lessee, has since, been held over on a month-to-month basis. This Lease Agreement is therefore necessary to allow Lessee to continue to occupy the Leased Premises; and

WHEREAS: Lessee desires to continue to lease the land areas previously leased, and containing all previously approved and constructed improvements, with a total square footage of 69,130 sf.; and

WHEREAS: Lessor desires for Lessee to continue leasing the land areas previously leased to Lessee.

NOW THEREFORE:

1. Lessor leases and demises to Lessee the tract or parcel of land located in Section Fifty-one (51), Block Two (2), AB&M Survey, Potter County, Texas, commonly known as 10601 Baker Street, Amarillo, Texas (the Leased Premises), to include: an area of 19,333 square feet currently occupied by an aircraft hangar, 33,550 square feet for aircraft apron area, 16,247 square feet for an auto parking area, and an unspecified area for underground fuel storage tanks.
2. Lessee agrees to pay as consideration an annual rent of $11,389 beginning on August 1, 2018, and continuing through July 31, 2019; $13,194 beginning on August 1, 2019, and continuing through July 31, 2020; and $15,000 beginning on August 1, 2020, and continuing through July 31, 2028. Annual rental amounts shall be paid quarterly at ¼ of the annually due amount, in advance of the first day of each quarter. Lessee shall make all payments due Lessor payable to City of Amarillo, Rick

Husband Amarillo International Airport, 10801 Airport Blvd., Amarillo, TX 79111. Annual rental amounts shall be adjusted every ten (10) years, beginning with an adjustment that will take effect on August 1, 2028, and continue for the following ten (10) year period, and shall be based on the Consumer Price Index (August 2018, as the base of adjustment).

3. Lessee agrees to pay Lessor $0.0525 cents per gallon, less two percent (2%) shrinkage for each gallon of fuel used in Lessee's aircraft. Fuel will be calculated from the bulk dealers' delivery tickets. Lessor shall have the right to audit the delivery tickets.
4. The initial term of this Lease shall be for a period of ten (10) years from the effective date of August 1, 2018. Lessee shall have the right and option to extend the Lease for two additional separate and distinct terms of ten (10) years each by giving notice in writing by provable delivery at least ninety (90) days prior to expiration of the then-existing term, subject to Lessee being up to date with all payments due Lessor and Lessee not being in a state of default with regards to any and all terms and conditions of this Agreement.
5. Lessee agrees to use the Leased Premises for the purposes of aeronautics, storage, fueling, maintenance, and servicing of aircraft and equipment owned by Lessee, or its affiliates, and for no other purposes. No maintenance, servicing, or storage of aircraft will be for hire.
6. Lessee agrees to maintain the existing structures and apron areas on the Leased Premises in a good and workman-like manner that will not be detrimental to the overall maintenance and appearance of the airport. Apron area maintenance to be accomplished by Lessee includes, but is not limited to, crack sealing and joint sealing as determined necessary by Lessee or Lessor. Any new structures or renovations to existing structures will require prior written approval by the Lessor's Director of Aviation.
7. Lessor shall have the right to keep and maintain a gate in Lessee's security fence for ingress and egress of airport maintenance and firefighting equipment.
8. Lessee may not assign or transfer this Lease or any interest therein without the prior written consent of Lessor, which consent will not be unreasonably withheld; provided, however, that bona fide lending arrangements applicable to Lessee's interests in this Lease will not be considered assignments or transfers.
9. Lessee will observe and obey all applicable laws, ordinances, rules, and regulations promulgated by Lessor and by any proper authority having jurisdiction over operations of the airport.
10. If Lessee violates any of the obligations in this Lease, or fails to keep any of Lessee's obligations for a period of sixty (60) days after Lessor shall have given notice of the violation, Lessor may give Lessee notice to quit the Leased Premises and take possession on the date specified by Lessor. In the event of such termination, Lessee may not remove any buildings or other structures from the premises, except for trade and other non-permanent fixtures..
11. Lessor reserves the right to further develop or improve the landing area of the airport. Should Lessor, in the development of the airport, require the Leased

Premises for other purposes, Lessor shall have the right and obligation to provide other suitable premises for Lessee; provided, however, Lessor shall pay Lessee's costs of removal of its improvements to the new location by reimbursing the costs associated therewith, or payment in full for the value of structures and equipment which cannot be removed.

12. Lessee agrees that it will not discriminate against any person on the basis of any federally protected right in exercising any of its privileges under this Lease. Lessor may take any action as the United States of America may direct to enforce this covenant of non-discrimination.
13. Lessee shall protect and indemnify Lessor against loss or damage arising from the negligent acts of Lessee, and Lessee shall maintain insurance with companies acceptable to Lessor in amounts not less than $250,000 per person, $500,000 per incident against bodily injury, and $100,000 per accident in property damage.
14. Notices to Lessee shall be sufficient if delivered to Lessee in the name of Wilmax, LLC, 320 South Polk Street, Suite 100, Amarillo, Texas 79124.
15. Upon termination of this Lease for any reason, Lessee shall have the right to remove the buildings, tanks, and other fixtures from the Premises. Such property shall be removed within 90 days of the termination of this Lease.
16. Throughout the term(s) of this Lease, Lessee shall maintain responsibility for provision of all utilities. Lessee shall pay the costs of all utilities that it uses and, at its own expense, shall arrange for the installation and use of separate meters, whenever feasible, and shall arrange for direct billing for such use and consumption where applicable. Lessor shall not have any liability or responsibility for utilities provided to the Premises.
17. Lessee shall provide for the prompt removal of trash and garbage from the Premises, at its sole expense. Lessee shall not let any trash, garbage, waste oil, or other waste materials to be maintained on the Premises for longer than 10 business days.
18. Throughout the term(s) of this Lease, Lessee shall maintain all liability for environmental hazards created on the premises. Lessee shall also maintain all liability for environmental cleanup of any environmental hazards created on the premises during the term(s) of this Lease, which liability shall survive the termination of this Lease for a period of five (5) years or until an environmental assessment is completed on the Premises which indicates the Premises is free of any environmental hazard, whichever occurs first, unless any subsequent occupant of the Premises creates the environmental hazard(s) in question.
19. There shall be no oral modifications to this Lease. This Lease contains all the terms and conditions between the parties with respect to the Lease Premises, and shall not be modified, waived, or terminated in any manner other than by an agreement or other written document, signed by the parties or by their respective successors in interest. All terms, provisions, conditions, covenants, warranties, and agreements contained in this Lease shall be binding upon the successors and assigns of the Lessor and of the Lessee.
20. The receipt of any payment by the Lessor, with knowledge of any breach of this Lease by the Lessee or of any default on the part of the Lessee under this Lease, shall

not be deemed to be a waiver by the Lessor of any provision of this Lease. If the Lessee makes any payment which is less than the amount due, the Lessor, without notice, may accept the same as a payment on account, and the Lessor shall not be bound either by any notation on any check involving such payment or by any statement in any accompanying letter. A failure on the part of either the Lessor or the Lessee to enforce any covenant or provision of this Lease, or any waiver of any right by either party, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of either party to enforce the same in the event of any subsequent breach or default. The receipt and acceptance by the Lessor of any rental payments or of any other sum of money or of any other consideration paid by Lessee after the termination, in any manner, of this Lease, or after the Lessee has given notice to effect a termination, shall not reinstate, continue, or extend the term of this Lease or destroy or in any manner impair the effectiveness of any such notice of termination that is given by the Lessor to the Lessee prior to the receipt of such sum of money or of other consideration, unless otherwise agreed to in writing and signed by both parties.

21. It is understood and agreed by the parties that as the owner of the real estate, the Lessor has the right to protect the Leased Premises from damage and deterioration due to lack of diligence by the Lessee. If the Lessee fails to perform or comply with any of the terms or provisions contained in this Lease to be kept or performed by the Lessee, other than a failure to pay rent or an event of bankruptcy, and after written notification from the Lessor, fails to cure such issues or situation of default, the Lessor may, at its option, enter the Leased Premises and effect the cure. Such entering shall not cause or constitute a cancellation of this Lease or an interference with the Lessee's possession of the Leased Premises. Lessor shall have the right to do all things reasonably necessary to accomplish the work required. The reasonable cost and expense of such work shall be payable to the Lessor by the Lessee on demand.
22. Lessee agrees to abide by all Airport Rules, Regulations, and Minimum Aeronautical Standards established by the City of Amarillo, Texas, for the Rick Husband Amarillo International Airport, as may be modified or changed from time-to-time.

23.

EXECUTED by the parties hereto on the dates of acknowledgement of their signatures.

WILMAX, LLC

By: _____

THE CITY OF AMARILLO, TEXAS

By: _____

State of Texas

County of Potter

KAREN Y. WHITLOW
Notary Public, State of Texas
Notary ID #639737-5
My Commission Expires 07-25-2020

This Lease Agreement was acknowledged before me on the 28th day of June, 2018 by Jerry H. Hodge, Manager of Wilmax, LLC.

_____ (Manager)

_____ Notary Public, State of Texas

State of Texas

County of Potter

This Lease Agreement was acknowledged before me on the ____ day of _____, 2018, by _____, City Manager of the City of Amarillo, Texas.

_____ (City Manager)

_____ Notary Public, State of Texas

I

10

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	July 17, 2018	**Council Priority**	Consent Agenda Item
Department	Planning Department		
Contact	Sherry Bailey, Senior Planner; Cody Balzen, Planner 2/Project Manager		

Agenda Caption

Aviation Clear Zone Easement, being 3,755 feet above mean sea level above the plat of Buffalo Run Unit No. 1, an addition to the City of Amarillo, being an unplatted tract of land in Section 59, Block 2, AB&M Survey, Potter 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 Buffalo Run Unit No. 1.

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 that 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 3,755 feet above mean sea level for the plat of Buffalo Run Unit No. 1.

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

CITY OF AMARILLO®
CITY MANAGER

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 18-05.

Attachments

1. Easement Document – signed by owner
2. Map

AVIATION CLEAR ZONE EASEMENT

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

WHEREAS, Jim J. Brewer, 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 3,755 feet above mean sea level above the plat of Buffalo Run Unit No. 1, an addition to the City of Amarillo, being an unplatted tract of land in Section 59, Block 2, AB&M Survey, Potter 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 3,755 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 3,755 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 3 day of July, 2018.

Jim J. Brewer, Owner of Texas Coble LTD

THE STATE OF TEXAS §

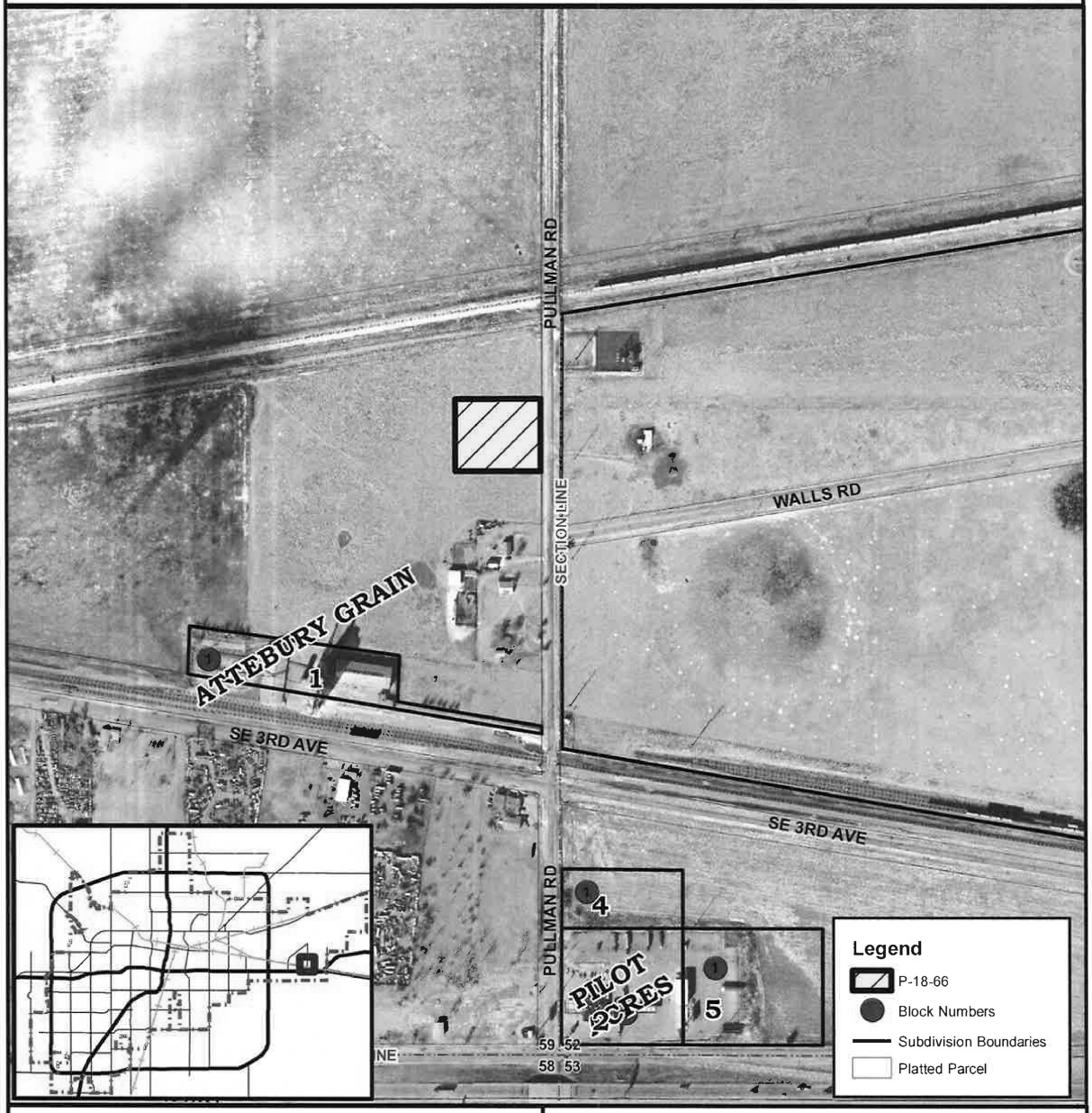
COUNTY OF POTTER §

This instrument was acknowledged before me on this the 3rd day of July, 2018, by Jim J. Brewer.

Notary Public, State of Texas

WESLEY REED
Notary Public, State of Texas
Comm. Expires 01-05-2020
Notary ID 128842430

CASE ACZ-18-05
AVIATION CLEAR ZONE EASEMENT for BUFFALO RUN UNIT NO. 1 PLAT



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 500 feet
Date: 6/14/2018

N
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Aviation Clear Zone Easement, being 3,755 feet above mean sea level above the plat of Buffalo Run Unit No. 1, an addition to the City of Amarillo, being an unplatted tract of land in Section 59, Block 2, AB&M Survey, Potter County, Texas.

Developer: Jim Brewer

Vicinity: Pullman Rd. & Walls Rd.

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

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	July 17, 2018	**Council Priority**	Infrastructure Initiative
Department	CP&DE	**Contact Person**	Kyle Schniederjan

Agenda Caption

Approval – Professional Services Agreement – Amendment #2 Engineering Services – RFQ # 06-13 Project # 521805: Relocation of Lift Station NO. 32 at a new site

Kimley-Horn and Associates, Inc. $262,240.00.

This item approves Amendment # 2 to a November 20, 2013, Agreement for Engineering Services to perform additional engineering services. This addendum provides for the continuation of services by Kimley-Horn and Associates, Inc. at a cost not-to-exceed $262,240.00.

Agenda Item Summary

This item approves Amendment # 2 to a November 20, 2013, Agreement for Engineering Services to perform additional engineering services. This addendum provides for the continuation of services by Kimley-Horn and Associates, Inc. at a cost not-to-exceed $262,240.00.

Requested Action

Consider approval of Amendment #2 to Kimley-Horn and Associates, Inc. Professional Services Agreement - $262,240.00.

Funding Summary

Funding for this amendment is available in the approved Capital Improvement Program Project #521805.17400.2010.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of Amendment # 2 to a November 20, 2013 Agreement for Engineering Services – Kimley-Horn and Associates, Inc.

11/3/2015 CHD

5/29/2018

AMENDMENT NO. 2 TO AGREEMENT
FOR ENGINEERING SERVICES

Whereas, the City of Amarillo (OWNER) and Kimley-Horn and Associates, Inc. (ENGINEER) have executed an Agreement for Engineering Services dated November 20, 2013 for certain engineering services with respect to the relocation of OWNER'S Lift Station No. 32 (Agreement); and

Whereas, pursuant to Article IX of the Agreement OWNER has requested that ENGINEER provide additional Design Phase, Bidding Phase, Construction Phase and Testing Services during Construction, said additional services being more particularly described in Exhibit A "Proposed Scope of Services Lift Station #32 Facility Rehabilitation" attached to this Amendment No. 2 and incorporated herein by reference;

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

A. The additional services, as are more particularly described in Exhibit A attached hereto, are hereby added to the Exhibit A "Proposed Scope of Services" of the Agreement.

B. ENGINEER agrees to accept for all additional services which are the subject of this Amendment No. 2 an additional lump sum fee, inclusive of expenses, of $262,240.00, as more particularly detailed in Exhibits B-1 "Compensation" and B-2 "Fee/Manhour Breakdown"" attached hereto and by reference incorporated herein. Payment to ENGINEER will be made in accordance with Article II of the Agreement.

Except as herein amended all terms and conditions of the Agreement are hereby ratified by the parties and remain in full force and effect.

Executed as of the date shown below, to be effective as of the date of the last of the parties to sign.

ATTEST:

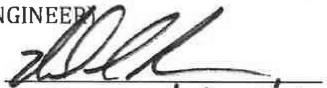
_____
Frances Hibbs, City Secretary

CITY OF AMARILLO
(OWNER)

By: _____
Jared Miller, City Manager

Date: _____

KIMLEY-HORN AND ASSOCIATES, INC.
(ENGINEER)

By: 

Printed name: Nicholas Holscher

Title: Assistant Secretary

Date: 5/16/18

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	July 17, 2018	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Floyd Hartman – Assistant City Manager		

Agenda Caption

Consider for Approval – Change Order No. 1- Hillside Terrace Estates 30" Sewer Replacement – Contract 2 – Spiess Construction Co., Inc.

Original Contract Amount	$8,655,030.00
Previous Change Orders	$ 0.00
This Change Order No. 1	$ (89,103.16)
Revised Contract Total	$8,565,926.84

Agenda Item Summary

Bid #5652/Project #521943
This item is to approve Change Order No. 1 to Spiess Construction Co., Inc., which revises the northern alignment location from the street to the alley and changes construction method from trenchless to open-cut excavation. The realignment of this line is due to unforeseen project conditions.

Requested Action

Consider approval of Change Order No. 1.

Funding Summary

Funding for this project is available in the Project Budget Number 521943.17400.1091.

Community Engagement Summary

This project will have modest impact to the neighborhood. City staff will update the public with press releases during the project. The contractor will coordinate notices to affected property owners.

Staff Recommendation

City Staff is recommending approval of Change Order No. 1.

CHANGE ORDER NO. 1
CITY OF AMARILLO
CAPITAL PROJECTS & DEVELOPMENT ENGINEERING

JOB NO. 521943 - Hillside Terrace Estates 30" Sewer Replacement Project - Contract 2
BID NO. 5652

DATE: July 12, 2018

CONTRACTOR: SPIESS CONSTRUCTION CO., INC.

CHANGE ORDER NO. 1

DESCRIPTION OF CHANGE

Change Order No. 1 addresses the realignment of the sewer main north of Buccola Avenue, which revises the northern alignment location from the street to the alley and changes construction method from trenchless to open-cut excavation. Concurrently, an increase in bore diameter is being granted for other trenchless portions of the work. The additional days referenced for Contract Time are due to weather days (40 calendar days) in addition to the realignment (105 calendar days).

ITEM NO.	DESCRIPTION	ORIGINAL ESTIMATE QUAN.	REVISED ESTIMATE QUAN.	NET CHANGE IN QUAN.	UNIT MEASURE	UNIT PRICE	NET CHANGE IN DOLLARS
1a	30-inch FRP Wastewater Pipe by open cut, 0'-20' depth	1015	1006	-9	L.F.	$ 406.73	$ (3,660.57)
1b	30-inch FRP Wastewater Pipe by open cut, 20'-30' depth	2481	3259	778	L.F.	$ 556.73	$ 433,135.94
2	30-inch FRP Wastewater Pipe by Microtunnel (MTBM) or Pilot Tube Auger Bore (PTAB)	952	24	-928	L.F.	$ 1406.73	$ (1,305,445.44)
7	Modified Manhole	1	2	1	EA	$ 5000.00	$ 5,000.00
8	Drop Connections at New Manholes	8	10	2	EA	$ 4000.00	$ 8,000.00
10	8-inch PVC Sewer by Open Cut	1445	1475	30	L.F.	$ 100.00	$ 3,000.00
38	Pre-Construction Video	1	0	-1	L.S.	$ 10000.00	$ (10,000.00)
38	Pre-Construction Video	0	1	1	L.S.	$ 10951.39	$ 10,951.39
39	Sodding	1630	1680	50	S.Y.	$ 2.00	$ 100.00
40	Hydromulch	18	20	2	AC	$ 3000.00	$ 6,000.00
41	Pavement Replacement/Repair	1820	2598	778	S.Y.	$ 30.00	$ 23,340.00
44	Additional Controlled Low-Strength Material (CLSM)	900	940	40	C.Y.	$ 80.00	$ 3,200.00
CO1-1	New 5-ft FRP Manhole	0	1	1	EA	$ 36500.00	$ 36,500.00
CO1-2	Abandon 8"	0	139	139	L.F.	$ 24.57	$ 3,415.23
CO1-3	54" Bore	0	169	169	L.F.	$ 1751.91	$ 296,072.79
CO1-4	16" Bore	0	165	165	L.F.	$ 977.50	$ 161,287.50
CO1-5	Mobilization/Demobilization of trenchless subcontractor	0	1	1	L.S.	$ 240000.00	$ 240,000.00

NET THIS CHANGE ORDER	$ (89,103.16)
PREVIOUS CHANGE ORDERS	$ N/A
TOTAL OF CHANGE ORDERS	$ (89,103.16)
ORIGINAL CONTRACT TOTAL	$ 8,655,030.00
REVISED CONTRACT TOTAL	$ 8,565,926.84
Percent changed	-1.03%

ORIGINAL CONTRACT TIME	360 calendar days
PREVIOUS CHANGE ORDERS	N/A
NET THIS CHANGE ORDER	145 calendar days
TOTAL CONTRACT TIME	505 calendar days

APPROVED:

Spiess Construction Co., Inc. — Contractor

By

Purchasing Agent/ City Manager

RECOMMENDED:

Marco Zapata — Project Manager — 7/13/18

Assistant City Engineer — 7/13/18

Director of Capital Projects & Development Engineering — 7/13/18

cc: Departmental
Accounting
Contractor
Project Representative
Public Works Project Coord.

3

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	July 17, 2018	Council Priority	Community Attractiveness
Department	Planning	Contact Person	Sherry Bailey, Senior Planner

Agenda Caption

Public Hearing and First Reading on a request to Rezone Lots 7 - 9, Block 2, Denver Heights Unit No. 1, in Section 138, Block 2, AB&M Survey, Potter County, Texas, plus one half of all bounding streets, alley, and public ways to change from Heavy Commercial District (HC) to Heavy Commercial District with a Specific Use Permit 194 (HC/S-194) for a crematorium. (0.49 Acres) (Vicinity: S Bivins St. & SE 4th Ave.)

Agenda Item Summary

The applicant is requesting a zone change in order to operate a crematorium on the property in conjunction with an already operational mortuary business. The applicant's property is located in east central Amarillo, at the intersection of S Bivins Street and SE 4th Avenue. Adjacent zoning consists of Heavy Commercial District (HC) in all directions except to the south across SE 4th Avenue which is Residential District 3 (R-3).

Applicant: Eric Shaffer

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 as existing zoning and development patterns in the area.

During the site visit, Planning Department staff noticed that – to the north and west were commercial/warehouse uses while to the east were residential uses in a Heavy Commercial (HC) zoning district. Meanwhile, to the south across SE 4th Avenue were single family housing/residential uses. This rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, which designates this area for a future "General Commercial (GC)" land use. The Comprehensive Plan states that the character and intensity of this land use category allows "Wide range of commercial retail and service" uses.

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 low density. This concept of development ensures that commercial areas will have less of an impact to residential areas. This concept does not follow the Neighborhood Unit Concept as this area was developed (Denver Heights Unit No. 1 was platted in January 1907) prior to that concept being adopted in the 1980s.

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO®
CITY MANAGER

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 & Capacity)

This item has an approved site plan from October 19, 2017 (SP-17-57 or ZB1703899) when it was just a mortuary (which is allowed by right in the Heavy Commercial (HC) District). The site plan submittal was an existing building that had a change of use which triggered the need for a site plan application. This site plan meets city standards for the amount of parking spaces, amount of landscaping square footage and frontage trees, on-site dumpster for commercial properties, and provided ADA compliant 6' sidewalks to name a few. The applicants were told at the time after a July 12, 2017 Pre-Application Conference meeting if they were going to expand the business to include a crematorium that a Specific Use Permit would be required on the property to operate that as part of their business. That is the reason for this rezoning case.

The use of a crematorium was added which triggered the requirement for a Specific Use Permit (SUP) to be placed on the property. This SUP process stems back to Early/Mid 2010 when crematoriums were categorized under "Cemetery or Mausoleum" with SIC (Standard Industrial Classification) Code of 6553 in the Zoning Ordinance (Page 19) which requires an SUP if intended to go in HC districts.

Requested Action

The applicant is requesting approval of the Specific Use Permit 194 (HC/S-194) for the use of a crematorium.

Draft P&Z Minutes 6/11/2018

A. **Z-18-14 Rezoning of Lots 7 - 9, Block 2, Denver Heights Unit No. 1, in Section 138, Block 2, AB&M Survey, Potter County, Texas, plus one half of all bounding streets, alley, and public ways to change from Heavy Commercial District (HC) to Heavy Commercial District with a Specific Use Permit 194 (HC/S-194) for a crematorium. (0.49 Acres) (Vicinity: S Bivins St. & SE 4th Ave.)**

Sherry Bailey, Senior Planner, presented this item, and advised that the applicant is requesting a zone change in order to operate a crematorium on the property in conjunction with an already operational mortuary business. Ms. Bailey ended the presentation with a staff recommendation of approval as submitted. The city staff and board discussed the item's history further.

Chairman Parker asked if anyone wanted to speak in favor of this item. Eric Shafer, owner of Shafer Mortuary Services, stood in favor of the item, explaining the process they followed and that they continued to follow regarding what was needed to maintain operations on the property.

Chairman Parker asked if anyone wanted to speak against this item. Joel Carver, owner of A to D

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Mortuary Services, stood to speak against this item, expressing his desire that Shafer Mortuary Services be held to current procedures and that operations be held until the applicant can get official approval to continue.

Tyler Carver, owner of A to D Mortuary Services stood against this item as well to express his desire for the enforcement of the zoning policies, and explained why he wanted the operation to follow the process.

In a rebuttal by Candice Shafer, general manager of Cox Funeral Home, Mrs. Shafer spoke explaining the process they followed in choosing the property and noting they would have followed the procedure had they known the needed process or any changes to it.

Tyler Carver stood to offer a rebuttal to discuss the importance of following the process through.

A motion to approve Z-18-14 was made by Commissioner Ford, seconded by Commissioner Thomason, and carried unanimously.

Community Engagement Summary

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 not received any comments regarding this request, either in favor of or in opposition to the request from the property owners within 200 feet. We did, however, receive a letter from A to D Mortuary questioning the process and appropriateness of this application. A to D Mortuary did appear at the Planning & Zoning Commission meeting but was the only objector.

Staff Recommendation

Considering the above, staff believes the applicant's request is appropriate and recommends approval 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 S. BIVINS STREET AND SE 4TH AVE., POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the "Amarillo Comprehensive Plan" on October 12, 2010, which established guidelines in the future development of the community for the purpose of promoting the health, safety, and welfare of its citizens; and

WHEREAS, the Amarillo Municipal Code established zoning districts and regulations in accordance with such land use plan, and proposed changes must be submitted to the Planning and Zoning Commission; and

WHEREAS, after a public hearing before the Planning and Zoning Commission for proposed zoning changes on the property hereinafter described, the Commission 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; and

WHEREAS, the City Council further determined that the request to rezone the location indicated herein is consistent with the goals, policies, and future land use map of the Comprehensive Plan for the City of Amarillo, Texas.

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

SECTION 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. 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 7 - 9, Block 2, Denver Heights Unit No. 1, in Section 138, Block 2, AB&M Survey, Potter County, Texas, plus one half of all bounding streets, alleys, and public ways to change from Heavy Commercial District (HC) to Heavy Commercial District with a Specific Use Permit 194 (HC/S-194) for a crematorium.

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

SECTION 5. 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 17th day of July, 2018 and PASSED on Second and Final Reading on this the 24th day of July, 2018.

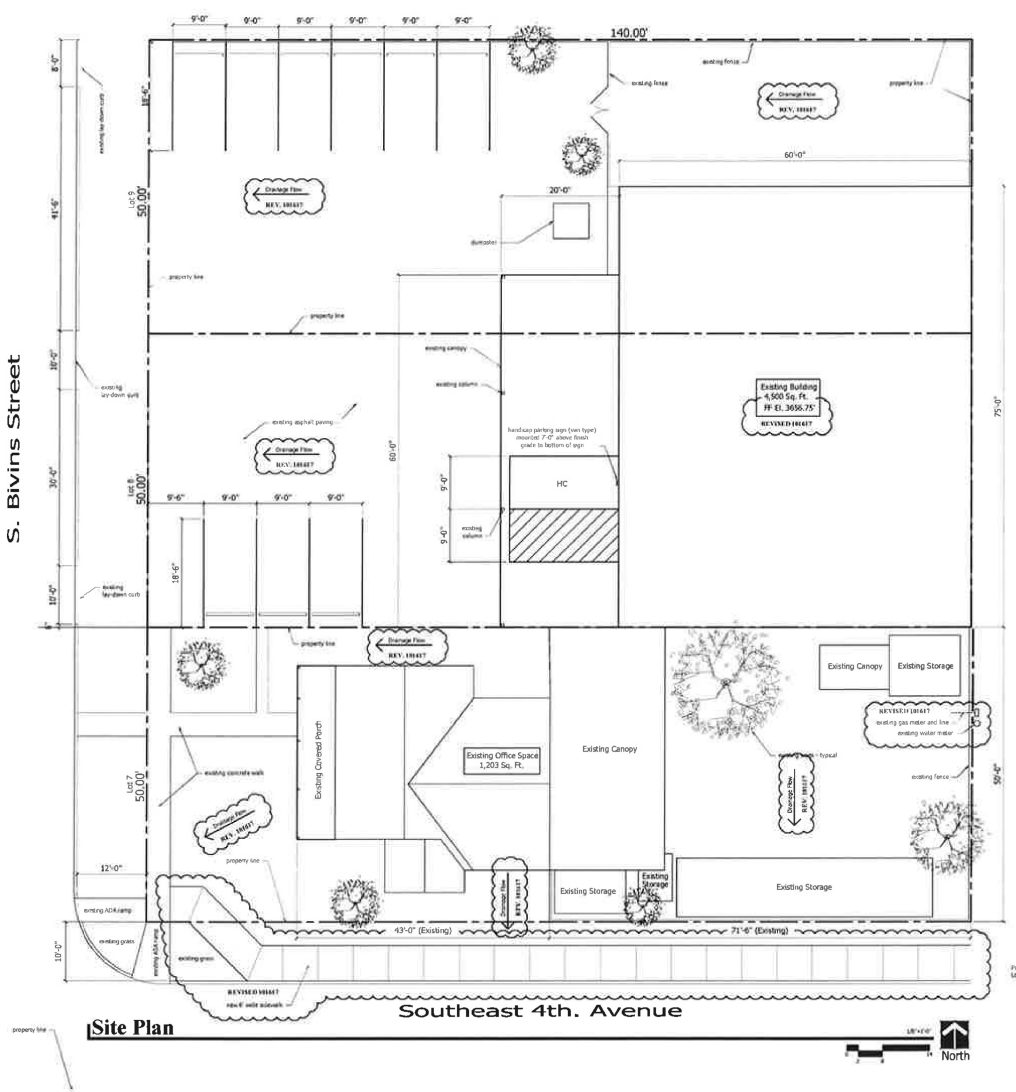
_____
Ginger Nelson, Mayor

ATTEST:

_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____
Bryan McWilliams,
Interim City Attorney



sheet index

C1.1 - Site Plan

A1.1 - Floor Plan

general notes

All lots and buildings have the same owner.

All work shall be done in accordance with all applicable codes and ordinances.

Zoning - Heavy Commercial (HC). REVISED 101617

Proposed use - Mortuary services.

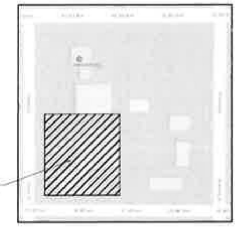
Property Area - 21,000 SF = 0.48 Acres.

Legal Description - Denver Heights, Block 2, Lots 7, 8, & 9

parking calculations

Storage	2,642 Sq. Ft. /1000 =	2.6 spaces
Other Use	2,104 Sq. Ft. /500 =	4.2 spaces
Office	1,203 Sq. Ft./400 =	3.1 spaces
Total	9.9 spaces required - 10 spaces shown	

10/19/17



These plans and specifications shall remain the property of the Architect and shall not be used for the construction of any other project other than the one specified hereon without written permission and proper compensation of the Architect.

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or (512) 305-9000, has jurisdiction over individuals licensed under the Architects Registration Law, Texas Civil Statutes, Article 249.

Seal Expires On:
02.28.18

Seal Date:
10.16.17

Owner/Developer:

Shafer Mortuary Services
c/o Eric Shafer
307 S. Bivins
Amarillo, Texas 79104
(806) 584-8489

Renovations

for

Shafer Mortuary Services Facility

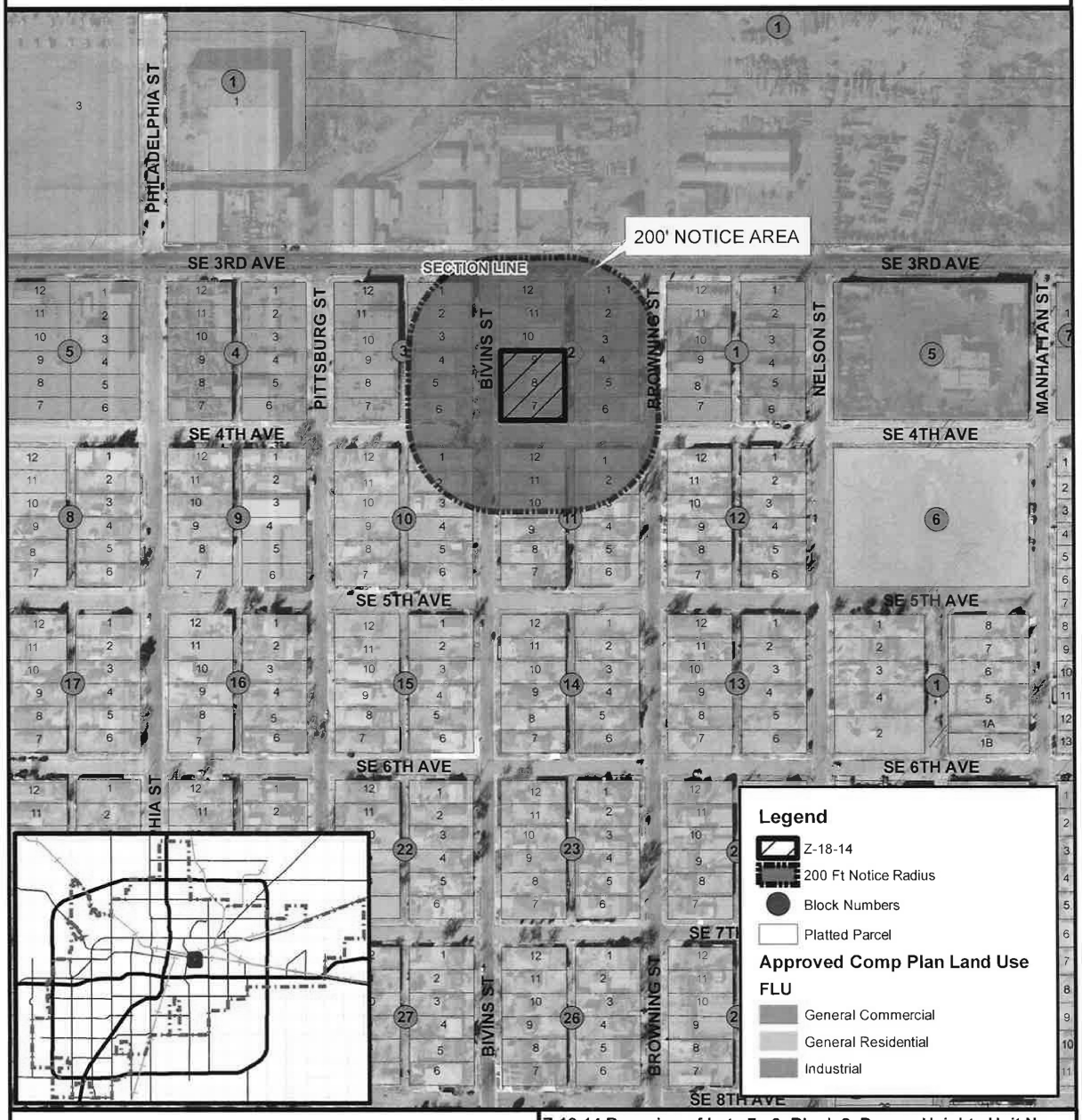
307 to 311 S. Bivins Street
Amarillo, Texas

D. Scott Sturk
architect

REVISIONS:		
No.	Description	Date
1	Per City comments	10/16/2017

Drawings:	Site Plan
drawn by:	alv / dss
checked by:	dss
date:	09.28.17
Sheet No.	C1.1

CASE Z-18-14
REZONING FROM HEAVY COMMERCIAL (HC) TO HC WITH SPECIFIC USE PERMIT 194 (HC/S-194) FOR A CREMATORIUM



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 292 feet
Date: 5/17/2018

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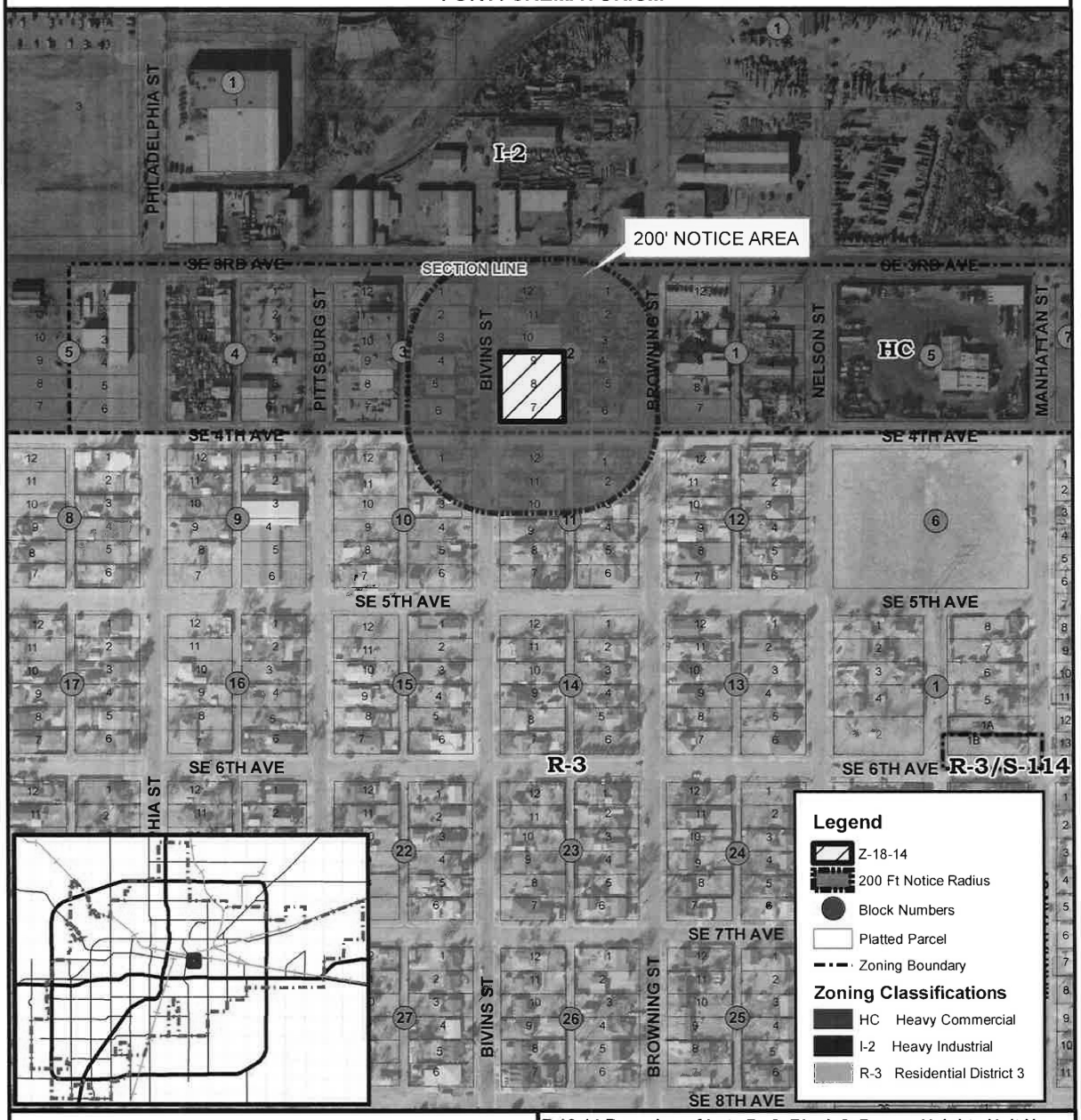
Z-18-14 Rezoning of Lots 7 - 9, Block 2, Denver Heights Unit No. 1, in Section 138, Block 2, AB&M Survey, Potter County, Texas, plus one half of all bounding streets, alley, and public ways to change from Heavy Commercial District (HC) to Heavy Commercial District with a Specific Use Permit 194 (HC/S-194) for a crematorium.

Applicant: Eric & Candice Shafer

Vicinity: S Bivins St. & SE 4th Ave
Case Manager: Jeffrey English

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

CASE Z-18-14
REZONING FROM HEAVY COMMERCIAL (HC) TO HC WITH SPECIFIC USE PERMIT 194 (HC/S-194) FOR A CREMATORIUM



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 292 feet
Date: 5/17/2018

N W E S

Z-18-14 Rezoning of Lots 7 - 9, Block 2, Denver Heights Unit No. 1, in Section 138, Block 2, AB&M Survey, Potter County, Texas, plus one half of all bounding streets, alley, and public ways to change from Heavy Commercial District (HC) to Heavy Commercial District with a Specific Use Permit 194 (HC/S-194) for a crematorium.

Applicant: Eric & Candice Shafer

Vicinity: S Bivins St. & SE 4th Ave
Case Manager: Jeffrey English

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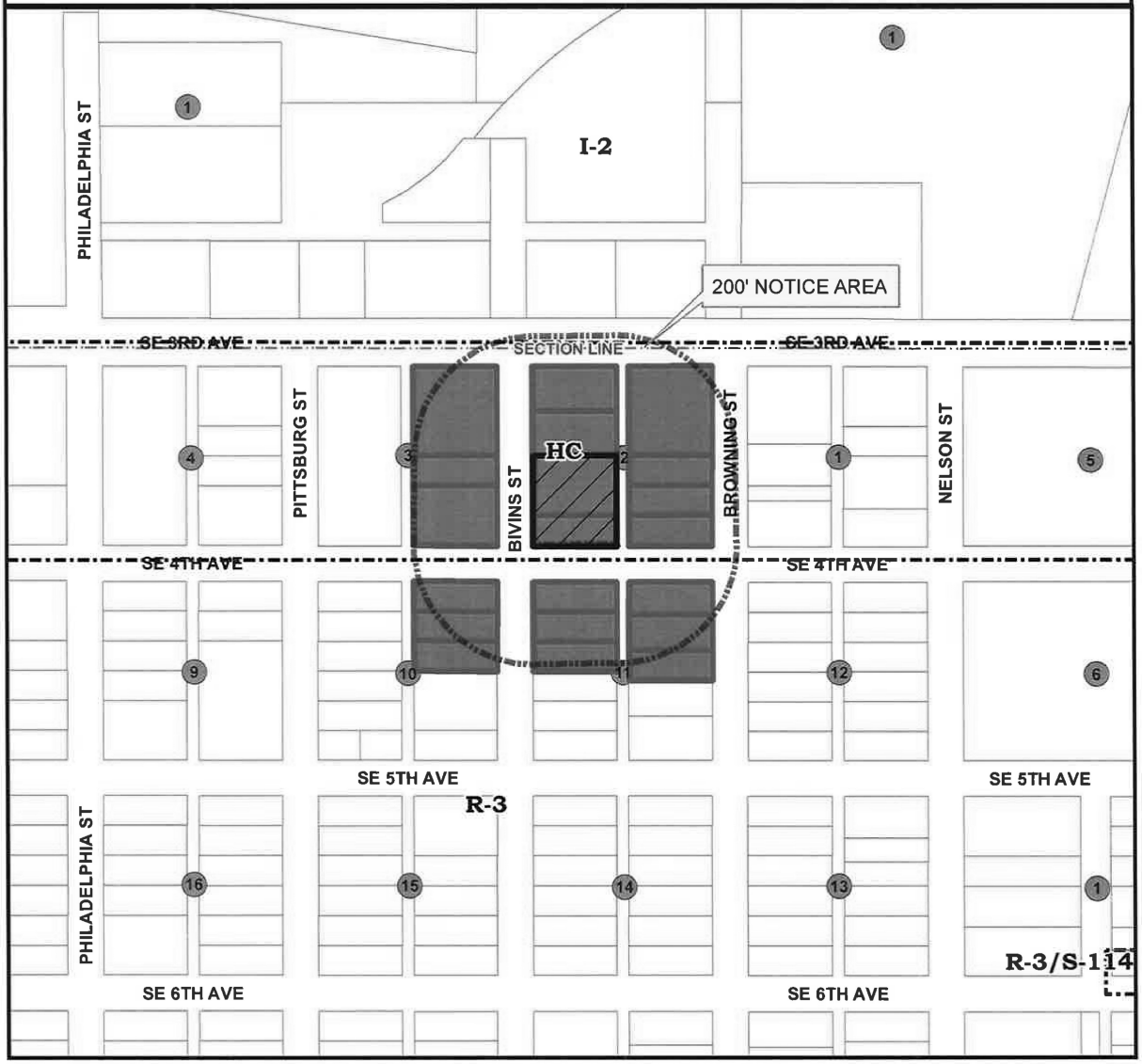
CASE Z-18-14
REZONING FROM HEAVY COMMERCIAL (HC) TO HC WITH SPECIFIC USE PERMIT 194 (HC/S-194)
FOR A CREMATORIUM



ID	Tax_Account_Number	Owner_LastName	Owner_FirstName	Contact_Address1	Contact_Address2	Contact_City	Contact_State	Contact_ZipCode
1	014010000700R	FUENTES DAVID PEDRO JR		FUENTES JESUS ALEJANDRO	400 BROWNING ST	AMARILLO	TX	79104-1416
1	014010001300R	335 TRANSPORTERS LP		% D ALAN BOWLBY & ASSOC INC	PO BOX 1067	ADDISON	TX	75001-1067
1	014010000750R	FLORES GUILLERMO		VASQUEZ ANGELITA	% FLORES GUILLERMO & SONIA	AMARILLO	TX	79103-4500
1	014010001000R	SHAFER MORTUARY SERVICES LLC		311 S Bivins St		Amarillo	TX	79104-1407
1	014010001450R	DAVIDSON LIVING TRUST		DAVIDSON DOUGLAS TRUSTEE	DAVIDSON MARY TRUSTEE	AMARILLO	TX	79103-6707
1	014010000800R	NAVA AMANDA MICHELLE FUENTES		NAVA MARK ANTHONY FUENTES	308 BROWNING ST	AMARILLO	TX	79104-1414
1	014010001500R	BROWN DIANA LEE ETAL		5604 GENEVA AVE		LUBBOCK	TX	79413-4824
1	014010000860R	FIELDS CHERISH M		PO BOX 4145		AMARILLO	TX	79116-4145
	014010000900R	SHAFER MORTUARY SERVICES LLC		311 S Bivins St		Amarillo	TX	79104-1407
1	014010006000R	ORTEGA GENOVEVA		3203 OAKDALE DR		AMARILLO	TX	79103-7325
1	014010006600R	FUENTES-SANCHEZ MIRNA		FUENTES-SANCHEZ MIRNA CUSTODIAN	402 BROWNING ST	AMARILLO	TX	79104-1416
1	014010007350R	CARRINGTON DENESE		3401 BRENNAN BLVD APT 15		AMARILLO	TX	79121-1669
1	014010006700R	FUENTES DAVID P		FUENTES-SANCHEZ MIRNA	402 BROWNING ST	AMARILLO	TX	79104-1416
1	014010006050R	HUDSON SHARON K		HUDSON RICKIE N	402 S BIVINS ST	AMARILLO	TX	79104-1410
1	014010007300R	RODRIGUEZ RICARDO		403 S BIVINS ST		AMARILLO	TX	79104-1409
1	014010007250R	CORTEZ LORENA		405 S BIVINS ST		AMARILLO	TX	79104-1409
1	014010006100R	HIDALGO JOSE GONZALEZ		404 S BIVINS ST		AMARILLO	TX	79104-1410
1	014010006800R	VASQUEZ MICHELLE		404 BROWNING ST		AMARILLO	TX	79104-1416
1	014010001100R	INSANE ENTERPRISES INC		2201 PEACH TREE ST		AMARILLO	TX	79109-1922
1	014010001200R	RIVERA JUAN CARLOS		805 PITTSBURG ST		AMARILLO	TX	79104-1733
19	Total Notices Sent							

2045 Sprint Boulevard
Apopka, FL 32703
407-886-5533 tel
407-886-5990 fax
800-327-2831

March 4, 2016

Mr. Eric Shafer
Shafer Mortuary Services
6866 Business Park Dr.
Amarillo, TX 79110

Dear Eric,

As a follow-up to our telephone conversation, this letter will review some facts regarding the common placement of cremation equipment within a funeral related facility.

Matthews Cremation Division has been designing, manufacturing and installing combustion systems for a broad range of industries for over 69 years. We are recognized as the leader in cremation equipment, with over 4,500 installations throughout the United States and 50 countries. Our designs have been granted U.S. patents, and have been adopted as industry standards for quality and performance. In addition, we are the largest service and repair organization, servicing all brands of cremation equipment.

Our company has been involved with the various fields of combustion for many years, and directly related to the cremation industry for over 52 years. We are a member in good standing with the Cremation Association of North America, and became its first supplier member approximately 40 years ago.

As the largest manufacturer of cremation equipment, our company annually markets over 70% of our production to the funeral industry. Most funeral establishments are located in residential communities and/or light commercial areas, since they are there to serve the local population. The cremation equipment is installed within the funeral home and is generally considered by most zoning regulations to be an extension of existing business and/or services.

The equipment operates without smoke or odor, and each and every installation must be permitted by the environmental authorities for the city, state or province in which it is installed. The equipment we manufacture is Underwriters Laboratories (UL) listed, confirming maximum safety of both equipment and personnel.

In addition, in Canada our equipment is built to the standards of the Canadian Gas Association (CGA), and is inspected and approved by them for safety of both the electrical and gas control systems.

Each model manufactured by our company is tested by an independent testing laboratory against standards set forth by the federal government. Our equipment's emission levels are substantially lower than the allowable standards to ensure environmental quality. Residents of the area will not be aware the equipment is operating.

All machinery that performs combustion, whether automobiles or furnaces of any type (fireplaces or crematories), gives off byproducts referred to as *particulate matter*. Because of our equipment's high quality standards, these byproducts are not visible, nor is there an odor of the material being combusted. At the present time there are over ninety (90) of our cremators operating within the State of Texas. Each has been approved and permitted by the Texas Commission on Environmental Quality.

The equipment operates automatically and has built-in pollution detection equipment that constantly supervises the operation, safeguarding against pollution and environmental impact. Cycle time is approximately two hours. When this cycle time is multiplied by the annual frequency of use, the actual hours of operation become insignificant.

The present rate of cremation in this country is approximately 45% and 38% in Texas. It is of vital importance that these services be locally available to residents of the community, to help minimize cost to them and fulfilling their demands.

I appreciate your interest and concern regarding the basic information surrounding the installation of cremation equipment. Please feel free to distribute this letter of information to any individuals and/or group that might have interest.

Should you or others require additional information or have questions about anything in this letter, please call me using our toll-free number: 800-327-2831.

Yours very truly,

Stephen A. Talley
Senior Sales Representative

A to D
Mortuary Service, LLC
CARE CENTER
Phone: 806-353-4944 ◆ Fax: 806-373-5272 ◆ atodmortuary@yahoo.com

Joel Carver
A to D Mortuary Service
808 S Johnson St
Amarillo, TX 79101
June 7, 2018

ATTN: Sherry Bailey
Planning & Zoning Department, City of Amarillo
Amarillo, TX 79101

Ms. Bailey,

My sons and I own and operate A to D Mortuary. A to D Mortuary has served the citizens of Amarillo and the Panhandle region with dignity for more than 20 years. We operate our mortuary service and crematory in accordance with the laws and ordinances established by our City officials. It has come to our attention that the City of Amarillo has changed its policy regarding the operation of crematories within city limits. The purpose of this letter is to address this change in policy.

On more than one occasion, A to D Mortuary has attempted to obtain the proper permission and permits necessary to operate our business, including our crematory, in one building. In 2008, we sought approval from the City of Amarillo to provide crematory and mortuary services at our current address of 808 South Johnson Street. After multiple meetings and conferences, we were given verbal approval from the City of Amarillo, the Fire Marshall, and the City Health Department to operate a crematory at 808 South Johnson. We purchased a crematory in early 2009. As we were nearing completion of the installation at 808 South Johnson, an official from the City of Amarillo demanded we immediately cease installation of the crematory. He told us we had to move our crematory outside of the city limits because Amarillo zoning laws did not allow for a crematory inside city limits. In compliance with these instructions, we paid to have the crematory moved outside of city limits and have incurred the additional expense of operating the crematory at a secondary location for the past 9 years. In 2016, we again sought permission from the City of Amarillo to operate a crematory in Amarillo. Once again, we were told by city officials that Amarillo zoning laws did not allow for a crematory inside city limits. We are familiar with the special use permit process as we have been through it on five different occasions with four different cities since 2008, including Amarillo, Mesquite and Irving, Texas.

The City of Amarillo has knowingly allowed Schafer Mortuary to operate a crematory within the city limits without the proper special use permit since November of 2017. Although the City gave

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Schafer Mortuary permission to proceed with the mortuary and issued them an occupation permit, the City told them the crematory could be approved at a future date only if they obtained a special use permit. Despite the fact that Schafer Mortuary has not obtained a special use permit, the City has knowingly permitted them to operate the crematory for the past eight months in violation of the City's zoning laws.

Allowing Schafer Mortuary to operate a crematory without the proper permits in violation of zoning laws when others, including A to D Mortuary, have been denied the opportunity to operate within city limits is unreasonable and prejudicial. Our operating costs have been increased by tens of thousands of dollars as we have been required to operate at two locations because the City has repeatedly prevented us from operating a crematory in the City. The City has given Schafer Mortuary an unfair competitive advantage over other local funeral and mortuary businesses by allowing them to operate all facets of their business, including the crematory, in one building situated inside city limits.

We request the City not allow Schafer Mortuary to operate its crematory at its current location unless and until a special use permit is issued, just as the City required A to D Mortuary to do on two prior occasions. If the City chooses to issue a special use permit to Schafer Mortuary, then we ask that all other qualified businesses be permitted to operate a crematory within city limits in like-zoned areas. Further, we ask that the City establish the specific zoning, fire, health and safety requirements with which other funeral and mortuary businesses will be required to comply in order to operate a crematory inside city limits. The City of Amarillo should establish and enforce zoning laws in an even-handed manner so that all funeral and mortuary businesses may operate on a level playing field.

We understand a meeting will be held at City Hall on Monday, June 11, 2018, to consider whether Schafer Mortuary may continue the special use permit process and continue operating its crematory in the city limits. We request the opportunity to address the decision makers during this meeting. It is clear the City is setting a precedent and a pathway for funeral and mortuary businesses to follow from this point forward, and we would appreciate the opportunity to provide our insights.

Thank you for your attention to this matter, and I look forward to seeing you on Monday.

Joel Carver,
A to D Mortuary Service

Cc: Floyd Hartman

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	**7/17/18**	**Council Priority**	**Infrastructure**
Department	**Facilities Department**		
Contact	**Jerry Danforth, Facilities Director**		

Agenda Caption

AWARD – CONSTRUCTION OF FIRE STATION #3 LOCATED AT 7441 OXFORD DRIVE
Awarded to Southwest General Contractors $2,440,517

This award is for the construction of the new Fire Station # 3 located at 7441 Oxford Drive Amarillo Texas. Funding for this project is from General Obligation bonds approved in November 2016 bond election as Proposition 2.

Agenda Item Summary

Construction of the new Fire Station # 3 located at 7441 Oxford Drive Amarillo Texas. Funding for this project is from General Obligation bonds approved in November 2016 Proposition 2.

Requested Action

Approval and award of the construction contract to Southwest General Contractors in the amount of $2,440,517.

Funding Summary

Funding for this project is from General Obligation bonds approved in the November 2016 election referendum associated with Proposition 2.

Community Engagement Summary

Staff communicated with citizens through community meetings during the summer of 2016 to identify projects to be included in the five year Community Investment Program. On November 8, 2016 the City of Amarillo voters approved Propositions 1 and 2. Proposition 2, in the amount of $20.1 million, will fund Public Safety projects. Funding for the construction of Fire Station #3 is from bond proceeds associated with the November 2016 bond election.

Staff Recommendation

Approval of Contract

Bid No. 6053 CONSTRUCTION OF FIRE STATION #3 FOR CITY OF AMARILLO
Opened 4:00 p.m. April 19, 2018

To be awarded as one lot	SOUTHWEST GENERAL CONTRACTORS	PLAINS BUILDERS INC	PANHANDLE STEEL BUILDINGS INC	WILEY HICKS JR INC	WALKCON LTD	TRI -STATE GENERAL CONTRACTING GROUP	A&S GENERAL COTNRACTORS INC
Line 1 Propose to furnish all necessary Superintendence, Labor, Materials, Tools, Equipment, Machinery, Apparatus, and whatever else may be necessary to complete all work covered by porpolsal within the time stated.							
1 ea							
Unit Price	$2,711,147.000	$2,737,607.000	$2,739,512.000	$2,775,000.000	$2,887,200.000	$2,795,400.000	$2,797,220.000
Extended Price	2,711,147.00	2,737,607.00	2,739,512.00	2,775,000.00	2,887,200.00	2,795,400.00	2,797,220.00
Line 2 Alternate Bid							
1 ea	Did not award the alternate bid item						
Unit Price	($32,046.000)	$0.000	($17,194.000)	($26,000.000)	$1,000.000	($5,400.000)	($6,319.000)
Extended Price	-	0.00	(17,194.00)	(26,000.00)	1,000.00	(5,400.00)	(6,319.00)
Bid Total	2,711,147.00	2,737,607.00	2,739,512.00	2,775,000.00	2,887,200.00	2,795,400.00	2,797,220.00
Value Engineering	(270,630.00)						
Awarding	2,440,517.00						

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is between the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas, hereinafter called "City" and Southwest General Contractors, hereinafter called "Contractor" upon the following terms and conditions.

In consideration of the payment to be made from City to Contractor, Contractor agrees to perform all work under City Bid/Proposal No. 6053 for City Job No. 462031.17400.2040, Fire Station #3, in accordance with the Contract Documents listed below and in conformance with all applicable federal, state and local laws, rules, regulations and ordinances. The work to be performed by Contractor is described in the Contract Documents listed below.

The "Contract Documents" consist of the following items, which items, except item G, Contractor acknowledges have previously been provided to or created by Contractor and which items are incorporated into this Agreement by reference as though fully set out in this Agreement:

A. City's Invitation for Bid or Request for Proposals, as applicable, including all attachments and all addenda issued prior to execution of this Agreement.
B. Contractor's response to City's Invitation for Bid or Request for Proposal, as applicable.
C. Uniform General Conditions for City of Amarillo for Construction Contracts or for Public Works Contracts, as applicable (Latest Revision).
D. Supplementary General Conditions, if any.
E. All plans and specifications to include all maps, blueprints and other drawings and printed matter.
F. All modifications to Contract Documents issued after execution of this Agreement and accepted by the City and Contractor in writing.
G. City's Excluded Parties List.
H. Labor Classification and Minimum Wage Scale (Davis-Bacon Wage Rates).
I. Labor Classification and Minimum Wage Scale (City of Amarillo Wage Rates).
J. All required Insurance Certificates, Bonds and affidavits.
K. Other: Fire Station VE List delivered to Jerry Danforth on 6/22/18: see attached

The Contractor shall commence work within ten (10) calendar days after written notice to proceed is received from the City, and complete the work in accordance with the Contract Documents.

In accordance with the award the City agrees to pay the Contractor $ 2,440,517.00 for the performance of the work. Payment will be made as provided in the Contract Documents subject to additions and deductions provided for in said Documents.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement to be effective as of the date of the last of the parties to sign.

ATTEST

_____
Frances Hibbs, City Secretary

CITY OF AMARILLO, TEXAS
(City)

By: _____
Jared Miller, City Manager

Date: _____

_____
(Contractor)

By: _____

Printed Name: Wes Purser

Title: Vice President

Date: 7/2/18

SUBMITTED FOR EXECUTION (Initiating Department/Division)

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR EXECUTION (LEGAL DEPARTMENT)

By: _____

Date: _____