

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, MAY 2, 2017 AT 4:30 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) Consider future Agenda items and request reports from City Manager.
- B. City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters.
 - (1) Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act, Section 551.074.
 - a. Discussion regarding candidates and appointment to fill initial positions on the Board of Directors, East Gateway TIRZ No. 2.
 - (2) Section 551.087 – Discuss commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location, retention or expansion of a facility, or for incentives the City is willing to extend, or financial information submitted by same – Project #16-11-02 (Corporate Headquarters).

REGULAR MEETING ITEMS

INVOCATION: Craig Brown

PROCLAMATIONS: “Building Safety Month”
“Elder Abuse Awareness Month”
“Amarillo Tourism Week”
“National Military Appreciation Month”

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 April 25, 2017.

- B. Purchase – Mowers, Carts and Various Equipment:
Award to low bidders meeting specifications below:

Western Equipment, LLC.	
Lines 1, 16 & 17	\$92,205.11
Amarillo Outdoor Power Equipment	
Lines 2 & 3	\$56,120.00
West Texas Golf Cars	
Lines 5 & 6	4,340.00
Professional Turf Products, Inc.	
Lines 7, 8, 9, & 15	\$204,458.91
Green Country Equipment	
Lines 10 & 13	\$68,939.38
Vermeer Equipment of Texas, Inc.	
Line 11	\$40,000.00
C & M Golf and Grounds Equipment	
Lines 4 & 12	<u>\$194,040.00</u>
Total Award	\$690,103.40

This item is for scheduled replacement of mowers, carts and various equipment that have reached or exceeded usable life and additional equipment approved in the 2016-2017 budget.

- C. Award – Janitorial Supplies Annual Contract:
- | | |
|-------------------------|-----------------|
| Wagner Supply | \$11,284.08 |
| Affiliated Food Service | \$22,900.80 |
| Empire Paper Co. | \$11,100.32 |
| Pyramid School Products | \$1,160.16 |
| LD Supply Co. | \$1,188.96 |
| Miller Paper Co. | \$2,648.16 |
| Mayfield Paper Co, | <u>\$441.12</u> |
| Total Awarded Amount: | \$50,723.60 |

This award is to approve an annual contract for the purchase of janitorial supplies for the City of Amarillo.

- D. Approval – Interlocal Agreement between the City of Amarillo, Texas and Lake Tanglewood:
This interlocal agreement will provide review and building inspection services to Lake Tanglewood on an as needed basis.

- E. Aviation Clear Zone Easement:
Aviation Clear Zone Easement, being 4,800 feet above mean sea level above the plat of City View Estates Unit No. 16, an addition to the City of Amarillo, being an unplatted tract of land in Section 231, Block 2, AB&M Survey, Randall County, Texas.

NON-CONSENT AGENDA

2. **PRESENTATION AND CONSIDERATION OF ORDINANCE NO. 7666:**
This is the first reading of an ordinance amending the Amarillo Municipal Code, Chapter 4-2, Signs, to provide revisions of sign definitions for legal nonconforming electronic message centers (EMCs).
3. **RESOLUTION – CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE PUBLIC A NUISANCE AT THE LOCATION(S) STATED:**
This resolution sets the date and time for a public hearing on May 30, 2017, at 5:00 p.m. to determine if the properties at 1200 North Buchanan Street and 858 North Jackson Street constitute public nuisances and thereby declared as dangerous structures and order the removal of such. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing.

4. **RESOLUTION – VACATION OF PUBLIC UTILITY EASEMENT:**
This resolution considers possible action on a resolution approving the vacation of a 19-foot public utility easement and drainage easement on the south side of Lot 6, Block 9, in Lonesome Dove Estates Unit No. 3, in Section 111, Block 2, AB&M Survey, Randall County, Texas. This vacation was reviewed and recommended for approval by a 5:0 vote from the Planning and Zoning Commission. (Address: 8400 Captain Woodrow Call Trail.)
5. **RESOLUTION – RENAMING SEGMENT OF STATE LOOP 335 (SONCY ROAD):**
This resolution approves Texas Department of Transportation's decision to rename a segment of State Loop 335 (Soncy Road) from SL 335 to FM 2590 and designation of a new future location of SL 335.
6. **RESOLUTION -- DISCUSSION AND CONSIDERATION OF A REVISED RESOLUTION – SUPPORT OF CANYONS TC, L.L.C. 2017 4% HOUSING TAX CREDIT APPLICATION:**
This resolution discusses and considers a revised resolution based on guidance provided by the Texas Department of Housing and Community Affairs (TDHCA), a previously approved resolution to support the application to TDHCA, Housing Tax Credit (HTC) program by Canyons TC, LLC, a private entity, for rehabilitation of the Canyons at 45 West apartments located at 4101 Southwest 45th Avenue is revised to identify the specific scope of the project.
7. **Approval: Location Incentives Agreement By and Between Amarillo Economic Development Corporation and Maxor National Pharmacy Services, LLC:**
This item is approval of an incentive agreement between AEDC and Maxor Pharmaceuticals for the purposes of retention and expansion of operations and employment at Maxor's Amarillo location.

The retention portion of the agreement prescribes a total of \$5.5 million grant (\$2.5 million payable up-front and \$3.0 million payable over a twenty year period). The expansion portion of the agreement prescribes a total grant of up to \$7.5 million dependent upon specific annual performance achievements detailed in the agreement.

The objective of the agreement is the retention of the existing 220 jobs and the potential expansion of 375 new jobs. On April 18, 2017 the AEDC Board of Directors approved the agreement and recommends the City Council do the same.
8. **Award – Professional Services to Conduct a Senior Citizen Programming Assessment and Senior Facility Feasibility Study:**
Award to Lifespan Design Studio - \$73,517.00
This award is a contract for professional services to conduct a senior citizen programming assessment and senior facility feasibility study as per the Memorandum of Understanding with the Amarillo Area Foundation, Baptist Community Services, and the Mary E. Bivins Foundation.
9. **CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS:**
This item is for discussion and consideration for appointments to positions on a newly created Board:
East Gateway Tax Increment Reinvestment Zone Number Two.

MISCELLANEOUS

1. Planning and Zoning Commission, minutes of March 27, 2017.
2. Boards and Commission – needed appointments as listed on attached.

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 28th day of April 2017.

Amarillo City Council meetings stream live on Cable Channel 110 and are available online at:
www.amarillo.gov/granicus
Archived meetings are also available.

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 25th day of April 2017, the Amarillo City Council met at 3:30 p.m. for a work session and then at 5:00 p.m. for the regular session in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

PAUL HARPOLE
ELISHA DEMERSON
LISA BLAKE
RANDY BURKETT
MARK NAIR

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

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

JARED H. MILLER
BOB COWELL
MICK MCKAMIE
BLAIR SNOW
FRANCES HIBBS

CITY MANAGER
DEPUTY CITY MANAGER
CITY ATTORNEY
MANAGEMENT ANALYST
CITY SECRETARY

The invocation was given by Kerry G. Tilley. Mayor Harpole led the audience in the Pledge of Allegiance.

Proclamation was presented for "Toastmasters Week."

PUBLIC COMMENT:

Mayor Harpole established a quorum, called the meeting to order, welcomed those in attendance and the following items of business were conducted: Allen Finegold, 2601 North Grand Street, expressed his concerns with the screening requirements and regulations of height for the scrap yards on Grand Street and Northeast 8th Avenue. There were no further comments.

ITEM 1: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Councilmember Demerson stated they had conversations with three recyclers and reviewed their adherence to state law. There were none. Motion was made by Councilmember Nair to approval of the consent agenda, seconded by Councilmember Demerson.

- A. **Minutes:**
Approval of the City Council minutes of the regular meeting held on April 18, 2017.
- B. **Award – Ballistic Vests for Amarillo Police Department:**
Nardis Public Safety -- \$101,380.00
This award is to approve a purchase of ballistic vests for the City of Amarillo Police Department.
- C. **Award – Avaya Session Initiation Protocol (SIP) Trunk Upgrade:**
Converge One -- \$56,497.71
This purchase will upgrade the Avaya phone system to utilize SIP trunks.
- D. **Award – Annual Contract for Advertising in the Amarillo Globe News:**
Amarillo Globe News -- \$104,163.56
This award covers the annual contract for the advertising in the local newspaper.

E. Acceptance – Texas Traffic Safety Program Grant Agreement – STEP – Click it or Ticket:

Grantor: Texas Department of Transportation

Grant Amount: \$11,817.00

This item accepts the Fiscal Year 2017 Texas Traffic Safety Program Grant. The Texas Department of Transportation provides funding to the Amarillo Police Department to focus additional resources to fund patrol and enforcement of speed enforcement, occupant protection (seatbelt and child safety seats), distracted driving and Driving While Intoxicated (DWI) offenses.

F. Approval - WIC Nutrition Program Contract Amendment for FY2018:

FY2018 Award Not to Exceed: \$1,568,445.00

The FY2017 Women, Infant, and Children's (WIC) Nutrition Program is a pass-through contract from the Department of State Health Services to the City of Amarillo for the period of October 1, 2017 through September 30, 2018. WIC provides supplemental nutritious foods, health assessments, medical and social services referrals, nutrition education and breastfeeding support.

G. Approval – Interlocal Agreement between the City of Amarillo, Texas and The Village of Timbercreek Canyon, Texas:

This interlocal agreement will provide review and building inspection services to The Village of Timbercreek Canyon, Texas on an as needed basis.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson, Burkett and Nair; voting NO were none; the motion carried by a 5:0 vote of the Council.

NON-CONSENT AGENDA

ITEM 2: Mayor Harpole presented the second and final reading of an ordinance regulating parking within the downtown parking garage and establishing parking fees for the parking garage. Motion was made by Councilmember Blake, seconded by Councilmember Burkett, that the following captioned ordinance be passed on second and final reading:

ORDINANCE NO. 7665

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO: REGULATING PARKING WITHIN THE DOWNTOWN PARKING GARAGE; ESTABLISHING PARKING FEES; PROVIDING SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR CRIMINAL PENALTY; PROVIDING FOR PUBLIC AND EFFECTIVE DATE.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson, Burkett and Nair; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3: Approval – Change Order No. 2 – Arden Road 36" Transmission Pipeline and Pump Station Improvements:

Original Contract: \$13,879,793.32

Previous Change Orders: \$186,176.00

Current Change Order: \$305,984.56

Revised Contract Total: \$14,372,493.88

This item is to approve Change Order No. 2 to the contract with SJ Louis Construction of Texas, Ltd. for additional work. Motion was made by Councilmember Demerson to approve this change order, seconded by Councilmember Nair.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson, Burkett and Nair; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 4: Approval – Change Order No. 3 – Hillside Terrace Estates 30" Sewer Replacement Contract 1 – Soncy Road to Arden Road Project:

Original Contract:	\$986,565.00
Previous Change Orders:	\$66,722.26
Current Change Order:	\$172,613.99
Revised Contract Total:	\$1,225,901.25

This item is to approve Change Order No. 3 to the contract with Condie Construction Company, Inc. for additional by-pass pumping equipment. Motion was made by Councilmember Burkett to approve this change order, seconded by Councilmember Demerson.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson, Burkett and Nair; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 5: Bob Cowell briefed the Council on the Texas Legislative Session bills filed. He stated he was seeking direction for the City Manager, and how the City needs to appropriately act on the proposed bills. There have been 6,829 bills filed. There are 35 days remaining out of the 140 days. Texas Municipal League is currently tracking 1,929 of these bills. Mr. Miller asked Council for direction in regard to the Legislative agenda. He further asked if Council was committed on the City of Amarillo's position on these bills. Motion was made by Councilmember Blake to authorize the City Manager to act accordingly, and take any steps necessary on the proposed bills before the Texas Legislative Session, seconded by Councilmember Demerson.

Voting AYE were Mayor Harpole, Councilmembers Blake, Demerson, Burkett and Nair; voting NO were none; the motion carried by a 5:0 vote of the Council.

Mr. Cowell presented an update on the downtown one-way street conversions. These conversions would allow the ability to move traffic in and out of the garages. Four new signal poles are being installed. The reconstruction on 6th and 7th Avenues should be completed by August and by October everything will be operational. The Traffic Advisory Board will have this item on their agenda tomorrow, and Council will have it on their May 9 agenda. Current municipal code prohibits left turns out of parking garages.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Paul Harpole, Mayor



Amarillo City Council Agenda Transmit



Meeting Date	5/02/2017	Council Priority	Infrastructure Initiative
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Department	Fleet Services
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Agenda Caption

Purchase – Mowers, Carts and Various Equipment

Award to low bidders meeting specifications below:

Western Equipment LLC.-Lines 1, 16 & 17	\$92,205.11
Amarillo Outdoor Power Equipment – Lines 2 & 3	\$56,120.00
West Texas Golf Cars - Lines 5 & 6	\$34,340.00
Professional Turf Products Inc. – Lines 7, 8, 9, & 15	\$204,458.91
Green Country Equipment – Lines 10 & 13	\$68,939.38
Vermeer Equipment of Texas Inc. – Line 11	\$40,000.00
C & M Golf and Grounds Equipment – Lines 4 & 12	\$194,040.00
Total Award - \$690,103.40	

This item is for scheduled replacement of Mowers, Carts and Various equipment that have reached or exceeded usable life and additional equipment approved in the 2016-2017 budget.

Agenda Item Summary

Scheduled replacement and budget approved departmental additions to Fleet of Mowers, Carts and Various equipment used by various departments thru-out the City of Amarillo. Proposed award includes Various Mowers, Various Utility Carts, Tractors, and Brush Chipper that will be used by Park Maintenance, Comanche Trail Golf Course, Ross Rogers Golf Course, River Road WWTP, Environmental Health, Water Production, Solid Waste Collection and Surface Water Treatment for daily operations. Recommended award based on competitive bid evaluation.

Requested Action

Approval

Funding Summary

Fleet Services Machinery General , account 61120.84200
beginning \$1,815,500.00 remaining account balance \$241,268.00

Community Engagement Summary

Local vendors were solicited for bid proposals.

City Manager Recommendation

City Staff recommends approval

To be awarded as one lot		AMARILLO OUTDOOR POWER	C&M GOLF & GROUNDS	ASCO CASE	WESTERN EQUIPMENT LLC	WEST TEXAS GOLF CARS	PROFESSIONAL TURF PRODUCTS	VERMILION TEXAS-LOUISIANA	GREEN COUNTRY EQUIPMENT	KUT KWICK CORP	AUSTIN TURF & TRACTOR
Line 1 Lawn mowers, riding type riding lawn mowers 72" out front riding lawnmower, per specifications											
2 ea		\$0.000	\$27,744.000	\$0.000	\$23,486.490	\$0.000	\$28,241.880	\$0.000	\$24,127.160	\$0.000	\$28,136.750
Unit Price					46,972.98						
Extended Price			55,488.00				56,483.76		48,254.32		56,273.50
Line 2 Lawn mowers, riding type riding lawn mowers 60" mid deck ztr riding lawnmower, per specifications											
1 ea		\$14,030.000	\$0.000	\$0.000	\$15,221.470	\$0.000	\$14,845.290	\$0.000	\$16,388.400	\$0.000	\$17,726.850
Unit Price					15,221.47						
Extended Price		14,030.00					14,845.29		16,388.40		17,726.85
Line 3 Lawn mowers, riding type riding lawn mowers 60" mid deck ztr riding lawnmower, per specifications											
3 ea		\$14,030.000	\$0.000	\$0.000	\$15,221.470	\$0.000	\$14,845.290	\$0.000	\$0.000	\$0.000	\$17,726.850
Unit Price					45,664.41						
Extended Price		42,090.00					44,535.87				53,180.55
Line 4 Spreaders, broadcast, fertilizer and seed pull behind large material handler, per specifications											
1 ea		\$0.000	\$22,540.000	\$0.000	\$0.000	\$0.000	\$26,592.590	\$0.000	\$0.000	\$0.000	\$28,735.320
Unit Price											
Extended Price			22,540.00				26,592.59				28,735.32
Line 5 Motorscooters and trucksters 4 wheel electric utility cart, per specifications											
2 ea		\$0.000	\$10,022.000	\$0.000	\$10,426.580	\$8,820.000	\$9,554.290	\$0.000	\$0.000	\$0.000	\$12,326.610
Unit Price						17,640.00					
Extended Price			20,044.00		20,853.16		19,188.58				24,653.22
Line 6 Motorscooters and trucksters 4 wheel electric utility cart, per specifications											
2 ea		\$0.000	\$9,757.110	\$0.000	\$8,823.990	\$8,350.000	\$8,967.250	\$0.000	\$0.000	\$0.000	\$12,211.620
Unit Price						16,700.00					
Extended Price			19,514.22		17,647.98		17,734.50				24,423.24
Line 7 Motorscooters and trucksters 4 wheel electric utility cart gas, per specifications											
2 ea		\$0.000	\$8,782.670	\$0.000	\$7,495.520	\$8,900.000	\$7,405.440	\$0.000	\$0.000	\$0.000	\$9,920.040
Unit Price						17,800.00					
Extended Price			17,565.34		14,991.04		14,810.88				19,840.08
Line 8 Motorscooters and trucksters 4 wheel drive 23hp utility vehicle, per specifications											
2 ea		\$0.000	\$46,101.000	\$0.000	\$0.000	\$0.000	\$35,365.660	\$0.000	\$0.000	\$0.000	\$35,973.420
Unit Price											
Extended Price			92,202.00				70,731.32				71,946.84

To be awarded as one lot	AMARILLO OUTDOOR POWER	C&M GOLF & GROUNDS	ASCO CASE	WESTERN EQUIPMENT LLC	WEST TEXAS GOLF CARS	PROFESSIONAL TURF PRODUCTS	VERMILION TEXAS-LOUISIANA	GREEN COUNTRY EQUIPMENT	KUT KWICK CORP	AUSTIN TURF & TRACTOR
Line 9 Motorscooters and trucksters 4 wheel drive 24hp utility vehicle, per specifications 2 ea Unit Price Extended Price	\$0.000	\$33,500.000	\$0.000	\$0.000	\$0.000	\$22,908.950	\$0.000	\$0.000	\$0.000	\$0.000
		67,000.00				45,817.90				
Line 10 Motorscooters and trucksters golf 4x4 utility vehicle, per specifications 1 ea Unit Price Extended Price	\$12,659.000	\$0.000	\$0.000	\$9,998.240	\$11,110.000	\$0.000	\$0.000	\$11,000.000	\$0.000	\$11,571.760
	12,659.00			9,998.24	11,110.00			11,000.00		11,571.76
				VENDOR DID NOT MEET SPEC						
Line 11 Brush and tree chippers heavy duty brush chipper, per specifications 1 ea Unit Price Extended Price	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$40,000.000	\$0.000	\$0.000	\$0.000
							40,000.00			
Line 12 Mowers, lawn, riding type front mounted rotary mower, per specifications 2 ea Unit Price Extended Price	\$0.000	\$85,750.000	\$0.000	\$0.000	\$0.000	\$97,955.460	\$0.000	\$0.000	\$0.000	\$0.000
		171,500.00				195,910.92				
Line 13 Tractors, famr, wheel type tractor 4 wheel drive 48hp diesel engine, per specifications 2 ea Unit Price Extended Price	\$0.000	\$0.000	\$28,900.000	\$29,270.000	\$0.000	\$0.000	\$0.000	\$28,969.650	\$0.000	\$31,095.660
			57,800.00	58,540.00				57,939.38		62,191.32
			VENDOR DID NOT MEET SPEC							
Line 14 Mower-tractor unit or self-propelled mower for slope mowing slope mower, per specifications 1 ea Unit Price Extended Price	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$43,125.320	\$0.000	\$0.000	\$68,517.000	\$0.000
						43,125.32			68,517.00	
	CANCEL LINE ITEM FOR SPECIFICATION EVALUTION									
Line 15 Mowers, lawn, riding type front mounted rotary mower contour deck rough mower, per specifications 1 ea Unit Price Extended Price	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$73,098.810	\$0.000	\$0.000	\$0.000	\$0.000
						73,098.81				
Line 16 Tractor, loader, backhoe, medium, diesel 80hp farm type tractor, per specifications 1 ea Unit Price Extended Price	\$0.000	\$0.000	\$0.000	\$31,892.890	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$34,674.030
				31,892.89						34,674.03

To be awarded as one lot	AMARILLO OUTDOOR POWER	C&M GOLF & GROUNDS	ASCO CASE	WESTERN EQUIPMENT LLC	WEST TEXAS GOLF CARS	PROFESSIONAL TURF PRODUCTS	VERMILION TEXAS-LOUISIANA	GREEN COUNTRY EQUIPMENT	KUT KWICK CORP	AUSTIN TURF & TRACTOR
Line 17 Cutters and shredders, heavy duty, reel and rotary 12' pull behind turf mower, per specifications										
1 ea	\$0.000	\$16,500.000	\$0.000	\$13,339.240	\$0.000	\$0.000	\$0.000	\$0.000	\$0.000	\$18,360.960
Unit Price		16,500.00		13,339.24		\$0.000				18,360.96
Extended Price										
Bid Total	68,779.00	482,353.56	57,800.00	275,121.41	63,250.00	622,875.74	40,000.00	133,582.10	68,517.00	423,577.67
Award by Vendor	56,120.00	194,040.00		92,205.11	34,340.00	204,458.91	40,000.00	68,935.38		

C



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 2,2017	Council Priority	N/A
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Department	Central Stores
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Agenda Caption

Award – Janitorial Supplies Annual Contract to the following vendors:

Wagner Supply - \$11,284.08
Affiliated Foods - \$22,900.80
Empire Paper Co - \$11,100.32
Pyramid School Products - \$1,160.16
LD Supply - \$1,188.96
Miller Paper Co - \$2,648.16
Mayfield Paper Co - \$441.12

Total Awarded Amount: \$50,723.60

This award is to approve an annual contract for the purchase of Janitorial supplies for the City of Amarillo.

Agenda Item Summary

Award of Annual Janitorial Supplies for use by City departments in performing janitorial duties.

Requested Action

Consider approval and award for the City Annual Contract for Janitorial Supply Agreement.

Funding Summary

Funding for this award is available in the Central Stores Inventory Account 1000.15400.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 5709 JANITORIAL SUPPLIES SUPPLY AGREEMENT
Opened 4:00 p.m. March 30, 2017

To be awarded as one lot													EAGLE BRUSH & CHEMICAL INC																					
WAGNER SUPPLY															AFFILIATED FOOD SERVICE		EMPIRE PAPER		PYRAMID SCHOOL PRODUCTS		LD SUPPLY CO		MILLER PAPER AND PACKAGING		MAYFIELD PAPER CO		SAM TELL AND SON INC		BVI RESOURCES					
Line 1 Absorbent, floor dry 50lb bag, per specifications 900 ea															Unit Price	\$5.500		\$5.670		\$0.000		\$0.000		\$0.000		\$5.910		\$7.080		\$0.000		\$8.100		\$0.000
Extended Price																4,950.00		5,103.00		-		-		5,319.00		6,372.00		-		7,290.00		-		
Line 2 Bleach, clorox 121 oz containers, per specifications 600 ea															Unit Price	\$4.380		\$4.530		\$0.000		\$0.000		\$4.770		\$4.850		\$0.000		\$5.450		\$0.000		
Extended Price																2,628.00		2,496.00		-		-		2,862.00		2,910.00		-		3,270.00		-		
Line 3 Bottle, with trigger sprayer, per specifications 400 ea															Unit Price	\$0.850		\$0.680		\$0.790		\$1.200		\$0.910		\$1.410		\$1.270		\$1.800		\$0.000		
Extended Price																340.00		600.00		316.00		480.00		364.00		564.00		508.00		720.00		-		
Line 4 Brush, truck washing, per specifications 36 ea															Unit Price	\$10.990		\$0.000		\$11.080		\$0.000		\$12.200		\$0.000		\$11.840		426.24		\$11.340		
Extended Price																395.64		-		398.88		\$0.000		439.20		-		-		408.24				
Line 5 Broom, 24", 100% horsehair push, per specifications 24 ea															Unit Price	\$21.820		\$0.000		\$19.890		\$21.000		\$20.220		\$0.000		\$22.350		536.40		\$24.750		
Extended Price																523.68		-		477.36		504.00		485.28		-		-		594.00				
Line 6 Broom, 24", plastic bristle, per specifications 24 ea															Unit Price	\$18.520		\$0.000		\$17.980		\$17.000		\$17.400		\$0.000		\$19.200		460.80		\$20.990		
Extended Price																444.48		-		431.52		408.00		417.60		-		-		503.76				
Line 7 Broom, 24", heavy sweep push, per specifications 36 ea															Unit Price	\$15.820		\$0.000		\$17.890		\$19.630		\$14.490		\$0.000		\$15.400		554.40		\$17.850		
Extended Price																569.52		-		644.04		706.68		521.64		-		-		642.60				
Line 8 Broom, 16", street with handle, per specifications 24 ea															Unit Price	\$10.650		\$0.000		\$10.890		\$8.490		\$11.410		\$0.000		\$13.220		317.28		\$10.890		
Extended Price																255.60		-		261.36		203.76		273.84		-		-		261.36				
Line 9 Broom, angles nylon bristle, per specifications 84 ea															Unit Price	\$4.590		\$6.070		\$3.790		\$4.750		\$3.450		\$5.410		\$6.190		-		\$3.700		
Extended Price																385.56		509.88		1,422.12		318.36		399.00		289.80		454.44		519.96		310.80		

To be awarded as one lot													MILLER PAPER AND PACKAGING		SAM TELL AND SON INC		BVI RESOURCES		EAGLE BRUSH & CHEMICAL INC			
													LD SUPPLY CO		MAYFIELD PAPER CO							

To be awarded as one lot		WAGNER SUPPLY	AFFILIATED FOOD SERVICE	EMPIRE PAPER	PYRAMID SCHOOL PRODUCTS	LD SUPPLY CO	PACKAGING	MAYFIELD PAPER CO	SAM TELL AND SON INC	BVI RESOURCES	EAGLE BRUSH & CHEMICAL INC
Line 19 Wipes, disinfectant clorox, per specifications 1,440 ea											
	Unit Price	\$4.740	\$4.380	\$4.580	\$4.480	\$4.080	\$4.670	\$4.880	\$0.000	\$0.000	\$0.000
	Extended Price	6,825.60	6,307.20	6,595.20	6,451.20	5,875.20	6,724.80	7,027.20			
DID NOT MEET SPECS											
Line 20 Disinfectant spray, lysol, per specifications 960 ea											
	Unit Price	\$4.850	\$0.000	\$5.700	\$5.810	\$4.050	\$5.630	\$6.460	\$6.990	\$0.000	\$0.000
	Extended Price	4,656.00		5,472.00	5,577.60	3,888.00	5,404.80	6,201.60	6,710.40		
DID NOT MEET SPECS											
Line 21 Mop, 24" x 5" dust dry refill, per specifications 84 ea											
	Unit Price	\$2.450	\$0.000	\$2.190	\$2.790	\$2.950	\$6.200	\$5.140	\$5.540	\$14.080	\$0.000
	Extended Price	205.80		183.96	234.36	247.80	520.80	431.76	465.36	1,182.72	
Line 22 Mop, 36" x 5" dust dry refill, per specifications 84 ea											
	Unit Price	\$3.550	\$6.050	\$3.290	\$3.730	\$3.900	\$8.050	\$7.220	\$7.280	\$16.690	\$0.000
	Extended Price	298.20	508.20	276.36	313.32	327.60	676.20	606.48	611.52	1,401.96	
Line 23 Mop, 24 oz wet rayon only, per specifications 3,600 ea											
	Unit Price	\$3.270	\$4.550	\$2.880	\$3.190	\$3.350	\$3.700	\$2.880	\$3.990	\$3.980	\$0.000
	Extended Price	11,772.00	16,380.00	10,368.00	11,484.00	12,060.00	13,320.00	10,368.00	14,364.00	14,328.00	
Line 24 Mop, 32 oz wet rayon only, per specifications 72 ea											
	Unit Price	\$4.670	\$6.050	\$4.200	\$4.690	\$4.750	\$5.000	\$4.100	\$5.590	\$10.280	\$0.000
	Extended Price	336.24	435.60	302.40	337.68	342.00	360.00	295.20	402.48	740.16	
Line 25 Frame & handle, wet mop 24 oz & 32 oz, per specifications 48 ea											
	Unit Price	\$4.880	\$3.400	\$4.340	\$3.980	\$4.300	\$12.660	\$5.730	\$0.000	\$0.000	\$4.600
	Extended Price	234.24	163.20	208.32	191.04	206.40	607.68	275.04			220.80
Line 26 Stick, pumice scouring, per specifications 120 ea											
	Unit Price	\$1.830	\$1.760	\$1.950	\$0.000	\$1.650	\$1.840	\$1.880	\$4.050	\$2.790	\$0.000
	Extended Price	219.60	211.20	234.00		198.00	220.80	225.60	486.00	334.80	
Line 27 Soap, Dial bar, per specifications 360 ea											
	Unit Price	\$0.960	\$0.790	\$0.910	\$0.790	\$0.000	\$0.910	\$0.000	\$0.000	\$0.000	\$0.000
	Extended Price	345.60	284.40	327.60	284.40		327.60				

To be awarded as one lot	WAGNER SUPPLY	AFFILIATED FOOD SERVICE	EMPIRE PAPER	PYRAMID SCHOOL PRODUCTS	LD SUPPLY CO	MILLER PAPER AND PACKAGING	MAYFIELD PAPER CO	SAM TELL AND SON INC	BVI RESOURCES	EAGLE BRUSH & CHEMICAL INC
Line 28 Soap , Lava bar,per specifications 192 ea										
Unit Price	\$0.890	\$0.770	\$0.800	\$0.870	\$0.000	\$0.830	\$0.760	\$0.000	\$0.000	\$0.000
Extended Price	170.88	147.84	153.60	167.04		159.36	145.92			
Line 29 Cleaner, hand w/o scrubbies 4 1/2 lb,per specifications 60 ea										
Unit Price	\$7.990	\$0.000	\$9.850	\$0.000	\$12.500	\$9.020	\$9.630	\$0.000	\$0.000	\$0.000
Extended Price	479.40		591.00		750.00	541.20	577.80			
Line 30 Cleaner, hand with scrubbies 4 1/2 lb,per specifications 60 ea										
Unit Price	\$9.490	\$0.000	\$0.000	\$0.000	\$11.890	\$9.880	\$0.000	\$0.000	\$0.000	\$0.000
Extended Price	569.40				713.40	592.80				
Line 31 Wipes, handcleaner 72 wipes,per specifications 180 ea										
Unit Price	\$10.820	\$0.000	\$10.050	\$10.210	\$0.000	\$9.870	\$11.400	\$0.000	\$13.120	\$0.000
Extended Price	1,947.60		1,809.00	1,837.80		1,776.60	2,052.00		2,361.60	
Bid Total	54,375.40	41,937.96	50,904.68	45,364.00	46,822.44	58,941.64	54,189.12	24,516.40	46,439.52	3,916.80
Award by Vendor	11,284.08	22,900.80	11,100.32	1,160.16	1,188.96	2,648.16	441.12			

D



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	May 2, 2017	Council Priority	Interlocal Agreement
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Department	Building Safety	Contact Person	Randy Schuster
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Agenda Caption

Approval – Interlocal Agreement between the City of Amarillo, Texas and Lake Tanglewood:
This interlocal agreement will provide review and building inspection services to Lake Tanglewood on an as needed basis.

Agenda Item Summary

The City of Amarillo’s Department of Building Safety is at the forefront of code knowledge, providing quality building plan review and inspection services, not only in the state and nation but in particular the 26 counties of the Texas Panhandle.

Requested Action

Please consider the attached agreement stipulating terms for Building Plan review and Inspection services. These services will be provided by Building Safety Staff on an as needed basis.

Funding Summary

The City of Amarillo will submit invoices to Lake Tanglewood as work is performed.

Community Engagement Summary

Neighboring jurisdictions often look to us for guidance in the field of construction. In the spirit of that role, Building Safety wishes to enter into the referenced agreement to assure sustainable, safe structures for all.

Staff Recommendation

Please consider the attached agreement stipulating terms for Building Plan review and Inspection services. These services will be provided by Building Safety Staff on an as needed basis.

City of Amarillo

Inter-Office Contract Memo

Date: 04/19/2017

Authorized Approval by: Jared Miller, City Manager

From: Randy W Schuster, Building Official

Purpose of the Agreement: Provide Building Plan Review and Inspection service as needed

Type of Contract: Provide personnel to perform Plan Review/Inspection service.

Effective Dates:

Purchasing Approval By: N/A

Legal Approval By: Bryan McWilliams, Deputy City Attorney

Council Approval: (YES/NO)

The City of Amarillo's Department of Building safety is at the forefront of code knowledge, providing quality building plan review and inspection services, not only in the state and nation but in particular the 26 counties of the Texas Panhandle. As a result, our neighboring jurisdictions often look to us for guidance in the field of construction. In the spirit of that role, Building Safety wishes to enter into the referenced agreement to assure sustainable, safe structures for all.

Please consider the attached agreement stipulating terms for Building Plan review and Inspection services. These services will be provided by Building Safety Staff on an as needed basis.

Thank You

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

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

1. Entity. Each party is a local government within the State of Texas, Amarillo being a home rule municipality and Lake Tanglewood being a political subdivision of the State of Texas organized under Chapter 6 of the Texas Local Government Code.

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

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

4. Amarillo Obligation. Amarillo now promises to perform and provide to Lake Tanglewood certain services as described in Exhibit A.

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

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

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

party (parties) arising out of or related to the acts or omissions of it's employees or agents and not those of any other party.

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

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

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

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

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

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

VILLAGE OF LAKE TANGLEWOOD, TEXAS

CITY OF AMARILLO, TEXAS

By: 

By: _____

Title: Gene Wells, Mayor Pro-Tempore

Title: Jared Miller, City Manager

Date: 4/14/2017

Date: _____

 ORIGINAL

EXHIBIT A

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

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

A. General Building Inspection Services

1. Review Construction Documents for compliance with the Residential Code for One- and Two-family Dwellings as adopted by Lake Tanglewood.
2. Performance of Inspections related to the Village of Lake Tanglewood Ordinances and current adopted version of the International Residential Code (IRC)
 - Inspections that are outside the scope of the knowledge, skill set and expertise of Lake Tanglewood Contract Inspector (i.e. certain Electrical and Plumbing Inspections and other areas)
3. Provide Expertise and Assistance to Lake Tanglewood Inspector
4. Provide On-Site Professional Assistance to the Lake Tanglewood Inspector
 - On-Site Inspections jointly with the Lake Tanglewood Inspector
5. Make recommendations to Lake Tanglewood regarding inspections performed by Amarillo staff on behalf of Lake Tanglewood, to ensure proper building safety and compliance with Village Ordinances and the current adopted International Residential Code
6. On-Site services as needed by the Village of Lake Tanglewood related to the construction of One- and Two-family Residential Dwellings.

B. Amarillo will provide to Lake Tanglewood the pro-rated services of one (1) full time employee per Inspection or plan review. This individual will be responsible for delivery of all contracted services to Lake Tanglewood. The Amarillo point of contact shall be the City's Building Official or designee. The point of contact for Lake Tanglewood will be the Mayor or an authorized designee of the Mayor.

3 COMPENSATION.

In consideration of the services described in the foregoing paragraphs to be rendered by Amarillo, Lake Tanglewood agrees to make the following payment to Amarillo from available funds:

- A. Amarillo will invoice Lake Tanglewood a final lump sum based on Building Review and Inspection services provided during normal business hours at the following rates:
 1. Cost per inspection - \$100 flat rate for a weekday (M-F) inspection, provided it is scheduled by 6am. Otherwise an afterhours/weekend rate of \$120.00 per inspection would apply.
 2. Cost per plan review - \$60 per hour
 - a. Maximum of 3 hours per plain review, unless consent is given by Lake Tanglewood.
- B. Additional Services - Additional services may be arranged through the mutual consent and approval of Lake Tanglewood and Amarillo to provide Building Inspection services which are in addition to those described herein. Such services will be available at a set rate of \$60 per hour or at an agreed upon lump-sum cost. In no case will Amarillo undertake additional services without the consent and approval of the Lake Tanglewood.

End of Exhibit A.

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 **ORIGINAL**

E



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	May 2, 2017	Council Priority	Infrastructure
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Department	Planning
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Agenda Caption

Aviation Clear Zone Easement, being 4,800 feet above mean sea level above the plat of City View Estates Unit No. 16, an addition to the City of Amarillo, being an unplatted tract of land in Section 231, Block 2, AB&M Survey, Randall County, Texas.

Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat City View Estates Unit No. 16.

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

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

This ACZ Easement is establishing a height regulation of 4,800 feet above mean sea level for the plat of City View Estates Unit No. 16.

Requested Action

Planning and Legal Staff have reviewed the associated Aviation Clear Zone Easement and the item is

Amarillo City Council

Agenda Transmittal Memo



ready for City Council Consideration as a consent agenda item.

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone 17-03.

AVIATION CLEAR ZONE EASEMENT

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

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

Aviation Clear Zone Easement, being 4,800 feet above mean sea level above the plat of City View Estates Unit No. 16, an addition to the City of Amarillo, being an unplatted tract of land in Section 231, AB&M Survey, Randall County, Texas.

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

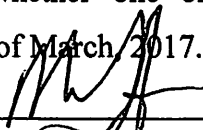
GRANTOR, for itself, its successors and assigned, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4,800 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 4,800 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 28 day of March, 2017.



Matt Griffith, Vice President
Rockrose Development, LLC.

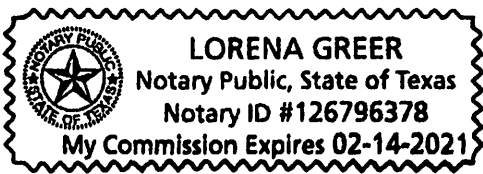
THE STATE OF TEXAS §

COUNTY OF RANDALL §

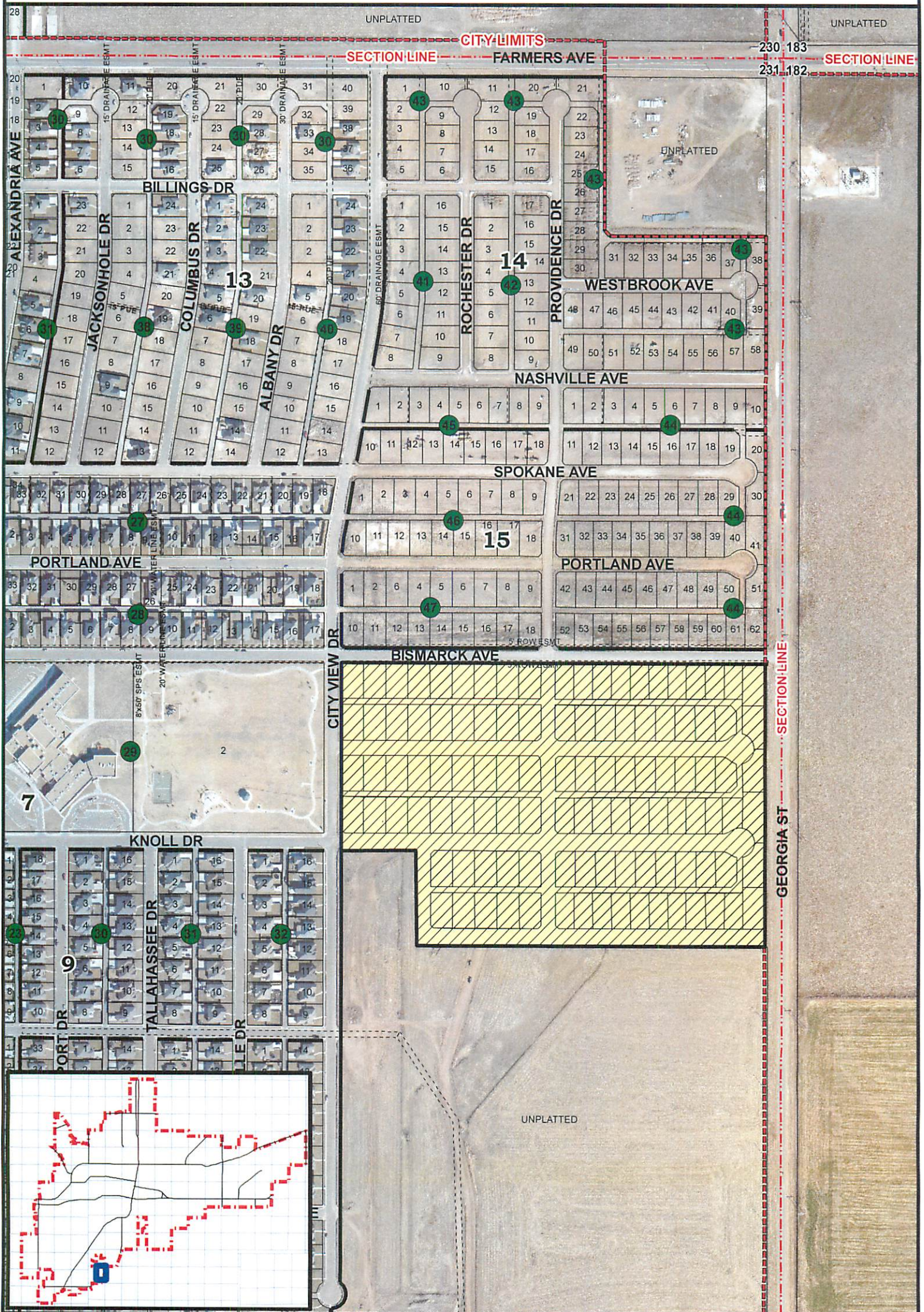
This instrument was acknowledged before me on this the 28 day of March, 2017, by Matt Griffith.



Notary Public, State of Texas



CITY VIEW ESTATES UNIT NO. 16



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1" = 400'
Date: 9-10-15
Case No: P-15-49



P-15-49 City View Estates Unit No. 16, an addition to the City of Amarillo, being an unplatted tract of land out of Section 231, Block 2, AB&M Survey, Randall County, Texas.

Developer: Matt Griffith

Surveyor: Robert Keys

AP: L-17



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	05/02/17	Council Priority	Community Appearance
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Department	Planning Department
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Agenda Caption

This is the first reading of an ordinance amending the Amarillo Municipal Code, Chapter 4-2, Signs, to provide revisions of sign definitions for legal nonconforming electronic message centers (EMCs).

Agenda Item Summary

Ordinance 7201 was passed in December 2009 and amended the City’s sign ordinance. Planning staff last year discussed the issue with numerous business owners, sign companies, and City staff regarding the specific issues with the current process and have had continuing discussion with the City Council, after which research was conducted and summarized for eight cities of comparable size in Texas.

This amendment would essentially allow legal nonconforming electronic message centers (EMCs) to be updated and upgraded, so long as it doesn’t increase any dimensions of the sign.

Requested Action

Approval of the proposed amendment.

Funding Summary

N/A

Community Engagement Summary

Public comments on this subject have been solicited and received over the past two years. Staff has solicited comments, specifically on the temporary sign permitting and display regulations, from small businesses, large retail businesses, and sign companies. Planning staff has also solicited comments from Building Safety staff which are responsible for permitting and enforcing temporary sign permits.

Most recently, a subcommittee to examine the temporary sign issue was created at the direction of Mayor Harpole and Councilmember Burkett in July of 2016. The subcommittee met four times (twice in July, once in August), ending with a final meeting in January. The subcommittee specifically discussed various aspects of temporary signs and the permitting process.

The subcommittee included the following members:

- Kenny Bentley and Page Butler, local temporary/portable sign company;
- Jentee Patel, local hotelier;
- Chris Fluhman, local temporary/portable sign company;
- Denise Blanchard, AISD;

Amarillo City Council

Agenda Transmittal Memo



-
- Michael Goff, local sign company;
 - Tony Freeman, local printing company;
 - Mayor Harpole, City Council; and,
 - Councilmember Burkett, City Council.

One focus of discussion was the inadequacy of the current regulations pertaining to feather flag signs. Another major focus of discussion was the confusion created by the current regulations and the minimum standards for both the display of signs and the time between display periods – creating frustration for customers and staff alike. The final focus of discussion was the difficulty of administering the current regulations and the recognition by the subcommittee that any proposed changes would need to be enforceable.

City Manager Recommendation

The subcommittee, by consensus, **recommends approval** of the amendment as presented.

ORDINANCE NO. 7666

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS, AMENDING CHAPTER 4-2, "SIGNS", SECTION 4-2-10 "NON-CONFORMING SIGNS", SUBSECTION B, "OPERATIONAL LIMITATIONS OF NON-CONFORMING ELECTRONIC MESSAGE CENTER SIGNS", TO ALLOW OPERATIONAL COMPONENTS OF AN EXISTING SIGN TO BE UPGRADED WITHOUT LOSING THE SIGN'S NON-CONFORMING STATUS, PROVIDED THE SIZE IS NOT INCREASED; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, after an extensive public engagement process, the City's sign ordinance regulating various types of business signs was amended in December 2009 by adopting Ordinance 7201 to address business signs and related issues of efficient communication, public safety, and landscape quality and preservation; and,

WHEREAS, the City Council now finds that certain permitting requirements and the enforcement thereof within the existing sign ordinance's temporary sign regulations are onerous for both City staff and business owners; and,

WHEREAS, the City Council finds that it is in the City's interest to allow EMCs (Electronic Message Centers) that function properly and for which periodic maintenance is allowed on legal nonconforming EMCs; and,

WHEREAS, the City Council gave direction in a work session on April 25th, 2017 to proceed with amending the section on legal nonconforming signage to allow for this; and,

WHEREAS, this ordinance is necessary to promote and protect public health, safety, and welfare;

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

SECTION 1. Chapter 4-2, "Signs", Section 4-2-10 "Non-conforming Signs", Subsection B "Operational limitations of non-conforming electronic message center signs", is hereby amended by restating that Subsection to read as follows:

B. Operational limitations of non-conforming electronic message center signs. Any non-conforming electronic message center sign shall be allowed to remain in the same location as a legal non-conforming sign. Operational components of the electronic portion of said sign may be upgraded but must be brought into compliance as defined in Section 4-2-9 (H). Upgrades shall not include an increase in any of the electronic sign's

dimensions.

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same 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 3. Repealer. All ordinances, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 4. Continuation. That nothing in this ordinance or any code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 5. Penalty. A violation of this ordinance is an offense punishable in accordance with Section 1-1-5 of this code of ordinances.

SECTION 6. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 2nd day of May, 2017, and PASSED on Second and Final Reading on this the 9th day of May, 2017.

ATTEST:

BY:

Paul Harpole, Mayor

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	May 2, 2017	Council Priority	Community Appearance & Address Disadvantaged Areas of the Community
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Department	Building Safety
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Agenda Caption

RESOLUTION – CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE PUBLIC A NUISANCE AT THE LOCATION STATED:

This resolution sets the date and time for a public hearing on May 30, 2017, at 5:00 p.m. to determine if the property at 1200 N Buchanan Street constitutes a public nuisance and thereby declared as a dangerous structure and order the removal of such. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing.

Agenda Item Summary

This item sets the date for a public hearing to determine if the property at 1200 N Buchanan Street which consists of an accessory structure constitutes a public nuisance and thereby declared as a dangerous structure and order the removal of such.

Requested Action

Adopt the resolution to establish the date for a public hearing.

Funding Summary

The property owner is responsible to pay all costs associated with the Dangerous Structure process and to abate any nuisances. The property owner will be billed for costs incurred. However, this property is in the Community Development Block Grant (CDBG) target area and if the owner qualifies, CDBG funding may be utilized to pay invoiced costs.

Community Engagement Summary

- The Fire Marshall's office called the office of Building Safety to report a burned structure.
- As a result, a Building Safety Inspector inspected, identified the structure and posted the property as unsafe.
- Initiated the Dangerous Structure process.
- This structure and the two accessory structures are unsecured.
- This property is 3 blocks from a High School, across the street from a church and in view of Highway 287.
- Safety and aesthetics of the community as identified through public meetings in the development of Amarillo's Comprehensive Plan.

Staff Recommendation

It is the staff's recommendation to adopt the resolution setting the date for a public hearing.

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	May 2, 2017	Council Priority	Community Appearance & Address Disadvantaged Areas of the Community
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Department	Building Safety
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Agenda Caption

RESOLUTION – CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE PUBLIC A NUISANCE AT THE LOCATION STATED:

This resolution sets the date and time for a public hearing on May 30, 2017, at 5:00 p.m. to determine if the property at 858 N Jackson Street constitutes a public nuisance and thereby declared as a dangerous structure and order the removal of such. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing.

Agenda Item Summary

This item sets the date for a public hearing to determine if the property at 858 N Jackson Street which consists of a single family residence constitutes a public nuisance and thereby declared as a dangerous structure and order the removal of such.

Requested Action

Adopt the resolution to establish the date for a public hearing.

Funding Summary

The property owner is responsible to pay all costs associated with the Dangerous Structure process and to abate any nuisances. The property owner will be billed for costs incurred. However, this property is in the Community Development Block Grant (CDBG) target area and if the owner qualifies, CDBG funding may be utilized to pay invoiced costs.

Community Engagement Summary

- A Building Safety Inspector identified the structure while canvassing the neighborhood in the normal course of duties. Posted the property as unsafe.
- Initiated the Dangerous Structure process.
- This property is continually tagged with graffiti.
- Safety and aesthetics of the community as identified through public meetings in the development of Amarillo's Comprehensive Plan.

Staff Recommendation

It is the staff's recommendation to adopt the resolution setting the date for a public hearing.

AMN

RESOLUTION NO. _____

A RESOLUTION CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE A PUBLIC NUISANCE AT THE LOCATION(S) STATED; PROVIDING FOR NOTICE.

WHEREAS, the Building Official has determined that the conditions described below are unsafe and dangerous and must be abated by demolition and/or removal from the premises; and,

WHEREAS, the Building Official has given notice of the nuisance to the Interested Persons of each of the properties as required by the ordinances of the City; and,

WHEREAS, the Interested Persons whose name appear below in connection with the description of the various improvements and/or conditions have failed, neglected or refused to comply with such notice by the Building Official;

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

SECTION 1. This Council shall conduct a public hearing on the 30th day of May, 2017 at 5:00 o'clock p.m. in its Council Chambers in the Municipal Building in the City of Amarillo, Potter County, Texas, for the purpose of determining whether the conditions described below are a dangerous structure and/or a public nuisance, and the Interested Persons whose name appear below are hereby summoned to appear before this Council at such time and place and testify as to the issue to be decided.

Street Address, Legal Description, Interested Persons & Address and Nature of Nuisance

ADDRESS: 1200 N Buchanan St

LEGAL: Lot: 7 & 8; Block: 38, Tarter Addition to the City of Amarillo, Potter County, TX;

INTERESTED PERSONS: Boyd Family Trust, Elizabeth Ann Unrugh, Trustee, 4429 Mesa Cir, Amarillo TX 79109-5337

NATURE OF NUISANCE: This property consists of a fire damaged residential structure and two detached accessory structures. The structures are unsecured and full of discarded items. Little effort has been made to abate the hazard. They are an attractive nuisance to the neighborhood and are considered to be fire, health and safety hazards.

[Use this option for trash, weeds, etc., either singly or in addition to one of the above]

v _____ The Interested Persons of the Lot, Tract, or Parcel of land with accumulation of rubbish, trash, solid waste and/or unsanitary matter described in the notice of violation are hereby ordered to take down and/or remove the same from the premises within ten (10) days from this order.

SECTION 5. If the Interested Persons of the dangerous structures shall fail, neglect or refuse to comply with this resolution as herein directed, then the Building Official is hereby directed to proceed with the demolition of the various dangerous structures and/or removal of any and all rubbish, trash, solid waste and unsanitary matters described in this resolution, and he may prosecute the Interested Persons as a violator of the provisions of the International Building Code and the Amarillo Municipal Code.

SECTION 6. The Building Official is further directed to determine the cost of such demolition and/or removal and to levy such assessments against the real estate as may be provided by law.

SECTION 7. That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 8. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase or part hereof and such shall be continue in effect.

SECTION 9. That this resolution shall be effective on and after its adoption.

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

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

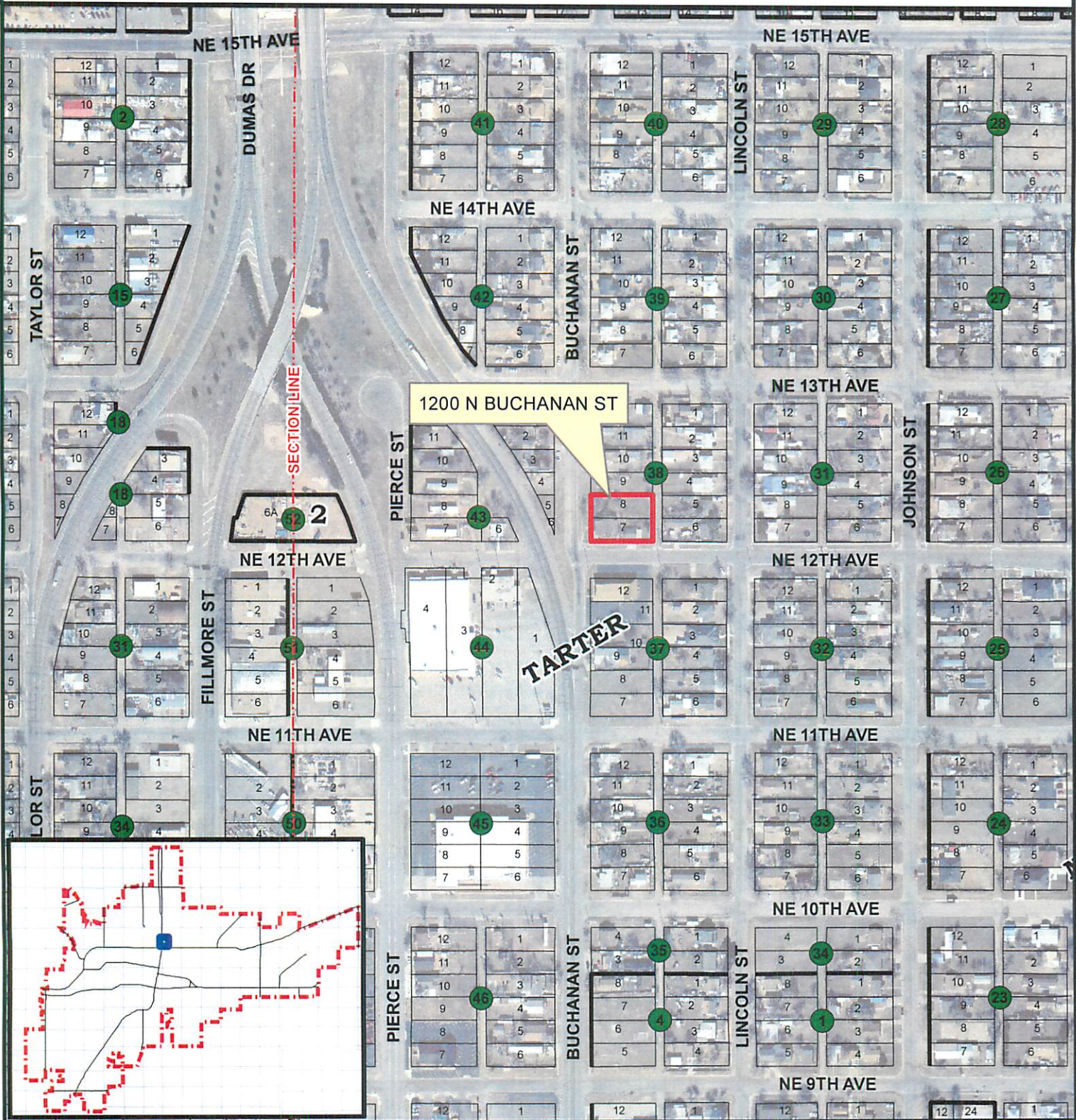


03.23.2017 09:40



03.23.2017 09:41

DANGEROUS STRUCTURE AT 1200 N BUCHANAN ST



**CITY OF AMARILLO
BUILDING SAFETY DEPARTMENT**

Scale: 1" = 300'
Date: 4-27-17
Vicinity: N Buchanan St & NE 12th Ave



1200 N Buchanan St - Lots 7 & 8, Block 38, Tarter
Addition Unit No. 1, Section 157, Block 2, AB&M
Survey, Potter County, Texas.

Parcel # 078-1600-0875

AP: O-10

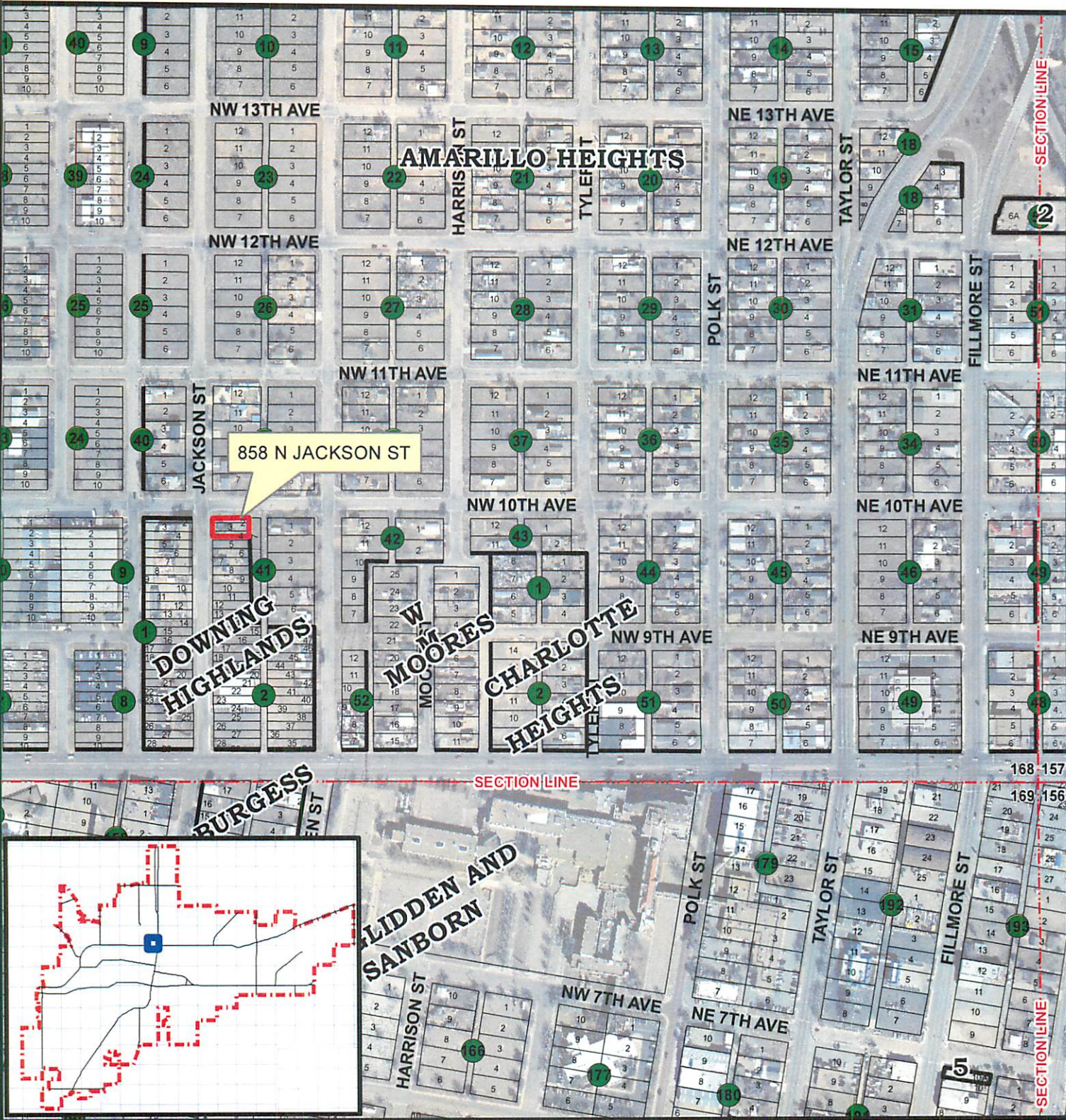


03/06/2017



03/06/2017

DANGEROUS STRUCTURE AT 858 N JACKSON ST



**CITY OF AMARILLO
BUILDING SAFETY DEPARTMENT**

Scale: 1" = 400'
Date: 6-10-16
Vicinity: N Jackson St & NW 10th Ave



858 N Jackson St - Lot: S 13.3ft of Lot 2 all of Lot 3 & N 15ft of Lot 4; Block: 2, Downing-Highland's Addition Unit No. 1, Section 168, Block 2, AB&M Survey, Potter County, Texas.

Parcel # 014-2600-0950

AP: N-10



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	May 2, 2017	Council Priority	Infrastructure
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Department	Planning
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Agenda Caption

Address: 8400 Captain Woodrow Call Trail

Consideration and possible action on a resolution approving the vacation of a 19 ft public utility easement and drainage easement on the south side of Lot 6, Block 9, in Lonesome Dove Estates Unit No. 3, in Section 111, Block 2, AB&M Survey, Randall County, Texas. This vacation was reviewed and recommended for approval by a 5:0 vote from the Planning and Zoning Commission.

Agenda Item Summary

Staff researched this easement (dedicated by separate instrument on November 20, 2015 [2015020277]) 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. It was then determined that this easement was dedicated to the City of Amarillo and Randall County (The county vacated their portion April 13, 2017) even though this easement is physically located in the county (City's ETJ) and not in the city limits. The Capital Projects and Development (CP&D) Engineering Department determined the easement unnecessary since water does not drain through this location. That said, a new easement was determined to be necessary in another location where water does functionally drained. This new easement was dedicated by separate instrument on October 7, 2016 [2016019867].

Requested Action

Planning staff and Planning & Zoning Commissioners have reviewed the associated resolution and exhibit and recommend the City Council approve the item as submitted.

Funding Summary

Chapter 272 of the Texas Local Government Code allows the conveyance of an easement for fair market value when the easement is being vacated. At the City Commission level, it requires a resolution for passage. The resolution is used in the vacation of an easement, which the developer is required to pay the fair market value. This fair market value requirement was waived by the Deputy City Manager for Development Services.

Community Engagement Summary

No notices were required.

The item was considered by the Planning and Zoning Commission in a public hearing on April 24th at

Amarillo City Council
Agenda Transmittal Memo



which there were no public comments.

Staff Recommendation

Staff recommends the approval of this Resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO,
TEXAS VACATING A DRAINAGE EASEMENT AND
PUBLIC UTILITY EASEMENT

WHEREAS, 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 PUBLIC UTILITY 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 same is no longer needed for public purposes;

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

SECTION 1. That the herein-described DRAINAGE EASEMENT and PUBLIC UTILITY EASEMENT segment be vacated and abandoned for public purposes:

Vacation of a 19 ft public utility easement and drainage easement on Lot 6, Block 9, in Lonesome Dove Estates Unit No. 3, in Section 111, Block 2, AB&M Survey, Randall County, Texas.

SECTION 2. City Manager is authorized to execute an instrument of conveyance to the property owner as allowed or required by law.

SECTION 3. All ordinances and resolutions or parts thereof that conflict with this resolution are hereby repealed, to the extent of such conflict.

SECTION 4. In the event this resolution or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the resolution, and such remaining portions shall continue to be in full force and effect.

SECTION 5. That this Resolution contained herein shall be effective immediately upon passage and approval.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 2nd day of May, 2017.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

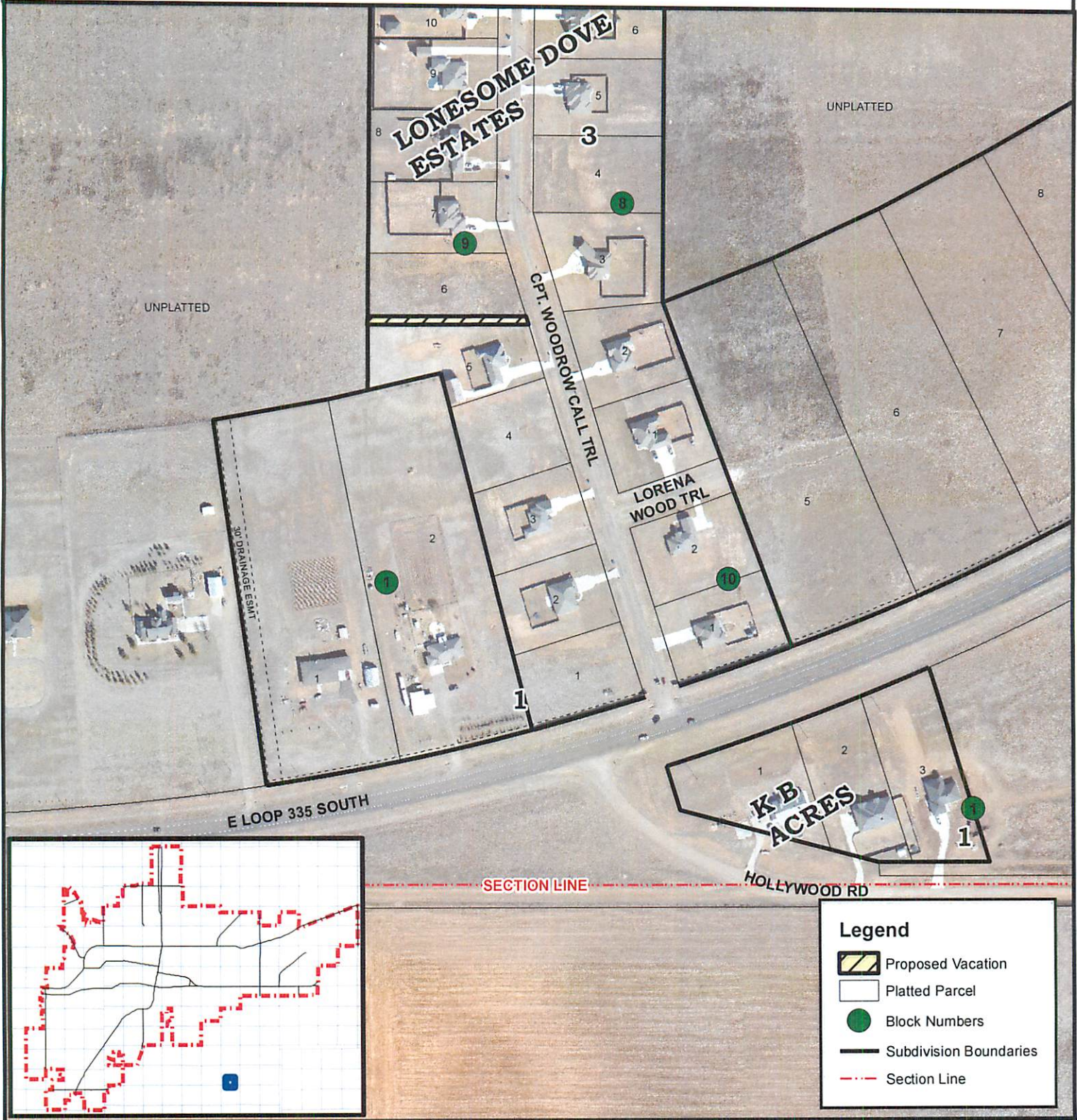
ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF POTTER §

This instrument was acknowledged before me on the ____ day of May, 2017 by Paul Harpole, Mayor, of the City of Amarillo, a Texas municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

CASE V-17-03
VACATION OF DRAINAGE EASEMENT



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 300 feet
Date: 3/31/2017



Vacation of a 19 ft drainage easement on Lot 6, Block 9, in Lonesome Dove Estates Unit No. 3, in Section 111, Block 2, AB&M Survey, Randall County, Texas.

Applicant: Jeremy Casida

Vicinity: Cpt. Woodrow Call Trl. & East Loop 335 South

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



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	May 2, 2017	Council Priority	Infrastructure Initiative
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Department	Capital Projects and Development Engineering
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Agenda Caption
Approval – TxDOT Resolution in support of TxDOT to rename a segment of State Loop 335 (Soncy Road) from SL 335 to FM 2590 and designation of a new future location of SL 335.

Agenda Item Summary
City staff is recommending consideration of the attached resolution of support for the renaming of a segment of SL335 (Soncy Road) from SL 335 to FM 2590 and to support the new designation of a future location of SL 335.

Requested Action
Consider and approval of the Resolution.

Funding Summary
N/A

Community Engagement Summary
TxDOT will hold required Public Meetings

Staff Recommendation
City Staff is recommending approval of this Resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: RECOMMENDING THE TEXAS DEPARTMENT OF TRANSPORTATION DECISION TO RENAME A SEGMENT OF STATE LOOP 335 (SONCY ROAD) FROM SL 335 TO FM 2590 AND DESIGNATION OF A NEW FUTURE LOCATION OF SL 335

WHEREAS, the City of Amarillo is in support of the Texas Department of Transportation's decision to rename a segment of State Loop 335 (Soncy Road) from SL 335 to FM 2590 and designation of a new future location of SL 335; and

WHEREAS, the City of Amarillo has been in discussion with the Texas Department of Transportation - Amarillo District and the Amarillo Metropolitan Planning Organization regarding the completion of State Loop 335 as a controlled access freeway around the Amarillo metropolitan area.; and

WHEREAS, the Texas Department of Transportation is making improvements to State Loop 335 to realign it to the west approximately 1 mile along the existing County Road Helium; and the City of Amarillo supports these improvements;

WHEREAS, State Loop 335 intersects both Interstate Highway-40 and Interstate Highway-27 corridors on the east, south, west, and north sides of the City of Amarillo metropolitan area, combining to serve over 62 million highway travelers each year; and

WHEREAS, at present, only a small portion of State Loop 335 is a four-lane divided highway, creating traffic issues for the City of Amarillo, the local TxDOT District, Potter and Randall Counties, and the Texas Panhandle Region at large; and

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

SECTION 1. The City of Amarillo fully supports the new location of State Loop 335 to the west of the existing roadway.

SECTION 2. The City of Amarillo fully supports the re-designation of the existing State Loop 335 as Farm to Market 2590.

SECTION 3. The City of Amarillo fully supports moving the eastern terminus of existing Farm to Market 2186 westward to the intersection of the new location of State Loop 335.

SECTION 4. Should any part of this resolution conflict with any other resolution, such

other resolution is repealed to the extent of the conflict with this resolution.

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

SECTION 6. This resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this _____ day of May, 2017.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	May 2, 2017	Council Priority	N/A
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Department	Community Development
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Agenda Caption

DISCUSSION AND CONSIDERATION OF A REVISED RESOLUTION – SUPPORT OF CANYONS TC, L.L.C. 2017 4% HOUSING TAX CREDIT APPLICATION:

Based on guidance provided by the Texas Department of Housing and Community Affairs (TDHCA), a previously approved resolution to support the application to TDHCA, Housing Tax Credit (HTC) program by Canyons TC, LLC, a private entity, for rehabilitation of the Canyons at 45 West apartments located at 4101 Southwest 45th Avenue is revised to identify the specific scope of the project.

Agenda Item Summary

The TDHCA administers the HTC program for the State of Texas. The HTC program provides equity financing for the development of affordable housing. In addition, the program seeks to maximize affordable housing and is structured to ensure the housing supply is well maintained and operated. HTC applications are competitive and are reviewed by TDHCA staff for compliance with the TDHCA's Governing Board making the final funding decision.

Requested Action

Request City Council approve the revised resolution supporting Canyons TC, L.L.C.'s application to the 2017 4% Competitive HTC program for the rehabilitation of the Canyons at 45 West apartments.

Funding Summary

N/A

Community Engagement Summary

Increasing the availability of affordable housing aligns with the City of Amarillo's efforts to serve the needs of our community as identified in the 2015-2019 Comprehensive Plan.

Staff Recommendation

Staff recommends City Council approve the attached revised resolution supporting Canyons TC, L.L.C.'s application to the HTC program.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY OF AMARILLO, TEXAS, DECLARING SUPPORT FOR CANYONS TC, LLC, A DEVELOPMENT FOR AFFORDABLE RENTAL PROPERTY LOCATED AT 4101 SW 45TH AVENUE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Canyons TC, LLC has proposed a development for affordable rental housing of 328 units that will be located at 4101 SW 45th Avenue named Canyons at 45 West in the City of Amarillo; and

WHEREAS, Canyons TC, LLC has submitted an application to the Texas Department of Housing and Community Affairs for 2017 Competitive 4% Housing Tax Credits for Canyons at 45 West;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, IN ACCORDANCE WITH THE REQUIREMENTS OF TEX. GOV'T CODE § 2306.67071 AND TEX. ADMIN. CODE § 10.204(4), THAT:

Section 1. Notice has been provided to the City Council in accordance with Tex. Gov't Code § 2306.67071(a);

Section 2. The City Council has had sufficient opportunity to obtain a response from Canyons TC, LLC regarding any questions or concerns about the proposed Canyons at 45 West;

Section 3. The City Council has held a hearing at which public comment may be made on the proposed Canyons at 45 West in accordance with Tex. Gov't Code § 2306.37071(b);

Section 4. After due consideration of the information provided by the applicant and public comment, the City of Amarillo, acting through its City Council, supports the proposed Canyons at 45 West, TDHCA # 16456, located at 4101 SW 45th Avenue, and this formal action has been taken to put on record the opinion expressed by the City;

Section 5. On behalf of the City Council, the Mayor is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs; and;

Section 6. This resolution shall be effective immediately upon adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this ____ day of May, 2017.

By: _____
Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	04/04/17	Council Priority	Best Practices and Downtown Redevelopment
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Department	City Manager's Office
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Agenda Caption

Approval: Location Incentives Agreement By and Between Amarillo Economic Development Corporation and Maxor National Pharmacy Services, LLC

Agenda Item Summary

This item is approval of an incentive agreement between AEDC and Maxor Pharmaceuticals for the purposes of retention and expansion of operations and employment at Maxor's Amarillo location.

The retention portion of the agreement prescribes a total of \$5.5 million grant (\$2.5 million payable up-front and \$3.0 million payable over a twenty year period). The expansion portion of the agreement prescribes a total grant of up to \$7.5 million dependent upon specific annual performance achievements detailed in the agreement.

The objective of the agreement is the retention of the existing 220 jobs and the potential expansion of 375 new jobs. On April 18, 2017 the AEDC Board of Directors approved the agreement and recommends the City Council do the same.

Requested Action

Approval of the Agreement

Funding Summary

Total maximum potential grant of \$13 million paid from AEDC dedicated funds

Community Engagement Summary

N/A

City Manager Recommendation

Staff recommends approval of the Agreement.



MEMORANDUM

TO: Mayor Paul Harpole and Amarillo City Council

FROM: Barry Albrecht, President/CEO

SUBJECT: Project #16-11-02

DATE: April 28, 2017

The Amarillo EDC has been working with Maxor National Pharmacy Services (Maxor) on a project that allows for the retention and expansion of jobs at the Amarillo headquarters.

RETENTION

The Amarillo headquarters currently employs 220 individuals with a corresponding annual payroll of approximately \$13.8 million. Maxor is under constant pressure to relocate a significant number of jobs out of Amarillo citing factors including corporate visibility and delays in travel due to proximity to customers/vendors. Pressure is being applied by the new ownership body of the company which no longer includes a local majority owner.

The retention phase of this project prescribes a total grant of \$5.5 million with \$2.5 million payable up-front and the remaining \$3.0 million to be payable over a twenty-year period. Both grants are to be evaluated by performance based on annual job and payroll requirements over said twenty-year period.

EXPANSION

Maxor is also is faced with tremendous growth opportunities through product diversification and mergers/acquisitions. The Amarillo EDC would like to ensure these growth opportunities are realized within the Amarillo community.

The expansion phase of this project prescribes Maxor receive a potential additional grant of UP TO \$7.5 million to be paid upon the achievement of annual performance requirements. The Amarillo EDC proposes an expansion phase cap on Maxor's annual payroll at \$25.0 million and 375 new jobs. This cap is above the original payroll retention floor of \$13.8 million and 220 employees. Should Maxor meet its performance requirements in the expansion phase, the grant payment shall be payable in annual installments over a ten-year period.

RECOMMENDATION

The Amarillo EDC Board of Directors approved this agreement on April 18, 2017 and recommends approval of the incentive agreement described above to retain and expand Maxor National Pharmacy Services in Amarillo, Texas.

LOCATION INCENTIVES AGREEMENT

by and between

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

and

MAXOR NATIONAL PHARMACY SERVICES, LLC

This Agreement, entered into effective as of the 31st day of December, 2016 (“**Effective Date**”), is by and between the AMARILLO ECONOMIC DEVELOPMENT CORPORATION (“**Amarillo EDC**”), a Texas corporation organized and chartered under Chapters 501 and 504 of the Texas Local Government Code, having its principal place of business in Amarillo, Potter County, Texas, and MAXOR NATIONAL PHARMACY SERVICES, LLC (“**Maxor**”), a Texas limited liability company with its principal office in Amarillo, Texas.

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

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

Maxor is a for-profit limited liability company in the business of, among other things, wholesale trade and distribution, management of businesses, and pharmacy consulting and management. **Maxor** wants to expand Amarillo Operations in order to further take advantage of the desirable business operating environment in Amarillo, an environment that provides lower operating costs than many other metropolitan areas and a highly motivated, well-educated, productive work force of a size **Maxor** believes is capable of supporting expansion of Amarillo Operations.

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

The following defined terms will be used in this Agreement:

Defined Term	Definition
Affiliate	Any entity controlling, controlled by, or under common control with Maxor , “control” being determined based on ownership of at least fifty percent (50%) of an entity’s outstanding voting equity interests
Amarillo Operations	Maxor’s and its Affiliates’ wholesale trade and distribution, management of businesses, and pharmacy consulting and management, provided primarily in or from the City of Amarillo, Texas
Date Zero	The first day of the first full calendar quarter following the Effective Date
Date One	The first (1 st) anniversary of Date Zero
Date Two	The second (2 nd) anniversary of Date Zero
Dates Three and above	The number associated with each “Date” corresponds to the same numbered anniversary of Date Zero (e.g. Date Twenty is the twentieth anniversary of Date Zero)
Employee	Employees of Maxor or its Affiliates engaged on behalf of Maxor in Amarillo Operations
Expansion Grant	As more particularly described in Section 2
Expansion Increment	Each full increment of fifteen (15) FTEs and \$1,000,000 in Payroll maintained in Amarillo Operations over and above the FTE Retention Floor and the Payroll Retention Floor, respectively
FTE	A full-time employee, to be counted as one (1) FTE, shall be any employee who has worked two thousand and eighty (2,080) hours or more during that period. Part-time employees shall be treated as partial FTEs for the year and shall be calculated by dividing the number of hours actually worked for each employee working less than two thousand and eighty (2,080) hours by two thousand and eighty (2,080). Full-time but less than full period employees for a year shall be treated as partial FTEs, calculated like part-time employees. Employees working more than two thousand and eighty (2,080) hours in a year will be counted as one (1) FTE. The sum of full-time FTEs and partial FTEs shall constitute the total FTEs for the year.
FTE Retention Floor	220 FTEs per year
Payroll	Total Gross Wages (as defined by and reportable to the Texas Workforce Commission) paid to Employees; provided, however, that the following components of compensation shall be included in Payroll: salary, hourly wages, bonuses, commissions in Amarillo Operations under this Agreement
Payroll Retention Floor	\$13,800,000 in annual Payroll in Amarillo Operations
Retention Year	Each 12-month period ending on Date One through Date Twenty

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

1. AMARILLO EDC'S RETENTION GRANT TO MAXOR

- 1.1 Subject to the terms of this Agreement, a location incentive and job retention grant of up to FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$5,500,000.00) shall be payable by **Amarillo EDC** to **Maxor** as follows:
- a. TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) shall be payable to **Maxor** by **Amarillo EDC** in its entirety within ten (10) business days of Project approval as described in Section 11, below; and
 - b. The remaining THREE MILLION DOLLARS (\$3,000,000.00) shall, subject to **Maxor's** qualification for same under the terms of this Agreement, be payable after the end of each Retention Year (being the first twenty years after Date Zero) in annual installments of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) each, subject to reduction under Section 1.4, below. Each such installment is payable within ten (10) business days of **Amarillo EDC's** receipt and approval of each annual report described in Section 1.3, below. **Under no circumstances will a payment under this Section 1 be payable after the installment which, subject to Maxor's qualification therefore, is due for the Retention Year ending on Date Twenty.**
- 1.2 **Maxor** will use the funds provided by **Amarillo EDC** under this Agreement only for the purpose of retaining or maintaining Amarillo Operations.
- 1.3 **Maxor** shall provide to **Amarillo EDC** Payroll and FTE (as such terms are defined below) reports in form and substance as described in Section 4, below, for each Retention Year, within ninety (90) days of the end of each such year. If **Maxor** meets or exceeds both the Payroll Retention Floor and the FTE Retention Floor during a Retention Year, it shall be entitled to the full ONE HUNDRED FIFTY THOUSAND DOLLAR (\$150,000.00) payment called for under Section 1.1(b) for such Retention Year.
- 1.4 The installment payment under Section 1.1(b) for each Retention Year shall be subject to reduction, and there may be a repayment obligation of **Maxor**, under the terms of this Section 1.4:
- a. Should **Maxor** meet only one of either the Payroll Retention Floor or the FTE Retention Floor in a Retention Year, and miss the other target by no more than

five percent (5%), the installment payment called for under Section 1.1(b) for such Retention Year shall be reduced by an amount calculated as follows: $\$275,000 \times (1 - (\text{Actual amount of FTE or Payroll maintained} / \text{FTE Retention Floor or Payroll Retention Floor}))$.

- b. Should **Maxor** meet only one of either the Payroll Retention Floor or the FTE Retention Floor in a Retention Year, and miss the other target by more than five percent (5%), there shall be no installment due for such Retention Year under Section 1.1(b).
- c. Should **Maxor** fail to meet both the Payroll Retention Floor and the FTE Retention Floor in a Retention Year, there shall be no installment due under Section 1.1(b) and **Maxor** shall repay to **Amarillo EDC** an amount calculated as follows: $\$125,000 \times (1 - (\text{Actual amount of FTE or Payroll maintained} / \text{FTE Retention Floor or Payroll Retention Floor}))$ using the target figure (FTEs or Payroll) that, as a percentage, fell most short of the applicable floor in such Retention Year. So, for instance, if Payroll was \$13,100,000, and FTEs maintained were 205, the FTE figure would be used for purposes of the repayment calculation in this Section 1.4(c).
- d. Further, should **Maxor** fail to timely provide the Payroll or FTE reports in form reasonably satisfactory to **Amarillo EDC** for any Retention Year, after written notice from **Amarillo EDC** to **Maxor** and a 30-day opportunity to cure such failure, **Maxor's** FTEs and Payroll for such year shall be conclusively deemed to be zero, solely for the purposes of the calculations under this Section 1.4 and Section 2.3, below (so, failure to timely provide the reports for a Retention Year shall not, on its own, trigger Section 3.2(ii), below).

Any excess Payroll or FTEs in Amarillo Operations during any Retention Year shall not be carried forward to any future Retention Year and shall not entitle **Maxor** to any additional benefits under this Section 1; however, such excess may give rise to an additional incentive under the terms of Section 2, below.

2. INCENTIVE OPPORTUNITIES FOR MAXOR'S EXPANSION OF AMARILLO OPERATIONS

- 2.1 From and after the Effective Date, **Maxor** agrees to use commercially reasonable efforts to expand Amarillo Operations by creating new FTEs and adding to Payroll. Expansion of Amarillo Operations shall be measured against both the FTE Retention Floor and the Payroll Retention Floor in each Retention Year. Provided **Maxor** qualifies under the terms of this Section 2, **Amarillo EDC** shall pay to **Maxor** one or more expansion grants (in addition to the payments called for in Section 1, above) under the terms of this Section 2 (each an "**Expansion Grant**" and together the

“Expansion Grants”).

- 2.2 Each Expansion Grant shall be up to THREE HUNDRED THOUSAND DOLLARS (\$300,000.00), payable in ten (10) annual installments of up to THIRTY THOUSAND DOLLARS (\$30,000.00), subject to reduction as described in Section 2.3. **Maxor** shall be eligible for one Expansion Grant for each full Expansion Increment newly created during a Retention Year (being the years ending on Date One through Date Twenty). So, to be eligible for an Expansion Grant, the Expansion Increment must have been created prior to Date Twenty. **Maxor** agrees to maintain each Expansion Increment in Amarillo Operations for a nine (9) year period beginning with the first Date after the year in which the Expansion Increment was originally created. So, if the first full Expansion Increment is newly created in the year ending on Date Three, the 9-year Expansion Grant retention requirement begins on Date Three. **No Expansion Increment will be deemed to have been created unless and until the full 15 FTEs and \$1,000,000 in Payroll for such Expansion Increment have been newly created.**
- 2.3 The first of ten (10) annual Expansion Grant installments called for under Section 2.2 shall be due after the Retention Year in which a full Expansion Increment (being increments of 15 additional FTEs and \$1,000,000 in additional Payroll) is first newly created. For each of the nine (9) years thereafter, if **Maxor** maintains both the additional 15 FTEs and \$1,000,000 in Payroll related to such Expansion Increment, there shall be no deduction from the Expansion Grant installment amount due under Section 2.2 for such year, related to such Expansion Increment. If, during such nine (9) year period, **Maxor** fails to maintain one or both of the FTE or Payroll amounts required for an Expansion Increment, the Expansion Grant installment related to such year shall be reduced or eliminated altogether, as follows:
- a. Should **Maxor** meet only one of either the FTE or Payroll amounts required (15 for FTEs and \$1,000,000 for Payroll) related to an Expansion Increment, and miss the other target by no more than five percent (5%), the Expansion Grant installment called for under Section 2.2 for such year shall be calculated as follows: $\$30,000 \times (\text{Actual amount of FTE or Payroll maintained [using the figure that fell short of the required amount] related to such Expansion Increment} / [15 \text{ if FTEs fell short or } \$1,000,000 \text{ if Payroll fell short}])$.
 - b. There shall be no Expansion Grant installment due for such year under Section 2.2 if either: (i) **Maxor** meets only one of either the FTE or Payroll amounts required related to an Expansion Increment (again, being 15 additional FTEs and \$1,000,000 in additional Payroll for each Expansion Increment), and misses the other requirement by more than five percent (5%); or (ii) **Maxor** fails to meet both the FTE or Payroll amounts required related to such Expansion Increment.

No level of future performance by **Maxor** shall give rise to a payment obligation of **Amarillo EDC** related to prior deductions from Expansion Grant payments. **Each Expansion Increment shall be measured on its own, so each Expansion Increment stands on its own for purposes of the reduction or elimination of the nine (9) annual Expansion Grant installment payments as described in Section 2.3. So, the denominator of the fraction in Section 2.3, above, shall only ever be 15 or 1,000,000, depending on whether the additional FTE (15) or Payroll (\$1,000,000) requirement was missed for such year.**

- 2.4 The FTE and Payroll reports required to be provided by **Maxor** under Section 4 shall also be used to measure whether an Expansion Increment has been newly created, and whether it has been maintained. Each installment of an Expansion Grant shall be payable within ten (10) business days of **Amarillo EDC's** receipt and approval of such reports which establish the creation and/or retention of an Expansion Increment. Failure to maintain an Expansion Increment in any one or more of the 9-year periods described in this section shall not, on its own, give rise to any repayment obligation of **Maxor** (a repayment obligation under other provisions of this Agreement may, however, be triggered, depending on the circumstances).
- 2.5 Notwithstanding anything else herein to the contrary, **Maxor** shall not be entitled to any Expansion Grants under this Agreement for Expansion Increments created beyond the first twenty five (25) Expansion Increments. As such, only the first TWENTY FIVE MILLION DOLLARS (\$25,000,000.00) in Payroll beyond the Payroll Retention Floor and the first THREE HUNDRED SEVENTY FIVE (375) FTEs beyond the FTE Retention Floor shall be eligible for an Expansion Grant hereunder. After each 9-year Expansion Grant payment period ends, no Expansion Increment can be newly created for the same increment of FTEs and Payroll. For instance, under the example in Section 2.6, below, once the 9-year period related to the first Expansion Increment ends on Date Thirteen, **Maxor** shall not be entitled to an Expansion Grant for re-creating the 15 FTEs and \$1,000,000 in Payroll that gave rise to such first Expansion Grant (by again maintaining at least 235 FTEs and \$14,800,000 in Payroll).
- 2.6 Following is an example of amounts payable by **Amarillo EDC** or re-payable by **Maxor** under the terms of this Agreement, assuming Payroll and FTE amounts are maintained as follows:

Year Ending On	FTEs Maintained	Payroll Maintained
Date One	215	\$13,000,000
Date Two	223	\$13,600,000
Date Three	208	\$13,800,000
Date Four ¹	237	\$14,900,000
Date Five	231	\$14,600,000
Date Six	236	\$14,600,000
Date Seven	240	\$14,950,000
Date Eight ²	255	\$15,950,000
Date Nine	255	\$15,950,000
Date Ten	255	\$15,950,000
Date Eleven	251	\$15,750,000
Date Twelve	255	\$15,950,000
Date Thirteen	256	\$16,000,000
Date Fourteen	260	\$16,550,000
Date Fifteen	261	\$16,580,000
Date Sixteen	247	\$15,800,000
Date Seventeen ³	265	\$16,750,000
Date Eighteen	263	\$16,820,000
Date Nineteen	263	\$16,700,000
Date Twenty	263	\$16,650,000
Date Twenty-One ⁴	265	\$17,100,000

Based on the above assumed FTE and Payroll levels, **Maxor** will have newly established two Expansion Increments, the first in the year ending on Date Four and the second in the year ending on Date Eight. The following table illustrates amounts payable by **Amarillo EDC** and repayable by **Maxor**, using the example performance table above:

¹ The first Expansion Increment was newly created in this example in the year ending on Date Four, so the nine (9) year period for installment payments related to such Expansion Increment begins on Date Four and ends on Date Thirteen. As such, no Expansion Grant installment for such Expansion Increment shall be due under any circumstances for the period after Date Thirteen.

² The second Expansion Increment was newly created in this example in the year ending on Date Eight, so just like with the previous footnote, no installment payment related to such Expansion Increment shall be due under any circumstances for the period after Date Seventeen.

³ In this example, no new Expansion Increment has been created in the year ending on Date Seventeen because, though the required amount of FTEs were maintained during such year, the additional required Payroll was not.

⁴ In this example, while a new Expansion Increment appears to have been newly created in the year ending on Date Twenty-One, no Expansion Grant payment is payable therefore because such Expansion Increment was not created prior to Date Twenty. See Section 2.2.

Year Ending On	Retention Grant	Expansion Grant	Total Grant	Repayment to Amarillo EDC
Initial Payment	\$2,500,000	\$0	\$2,500,000	N/A
Date One	\$0	\$0	\$0	\$7,246.38
Date Two	\$146,014.49	\$0	\$146,014.49	\$0
Date Three	\$0	\$0	\$0	\$0
Date Four	\$150,000	\$30,000	\$180,000	\$0
Date Five	\$150,000	\$0	\$150,000	\$0
Date Six	\$150,000	\$0	\$150,000	\$0
Date Seven	\$150,000	\$30,000	\$180,000	\$0
Date Eight	\$150,000	\$60,000	\$210,000	\$0
Date Nine	\$150,000	\$60,000	\$210,000	\$0
Date Ten	\$150,000	\$60,000	\$210,000	\$0
Date Eleven	\$150,000	\$58,500	\$208,500	\$0
Date Twelve	\$150,000	\$60,000	\$210,000	\$0
Date Thirteen	\$150,000	\$60,000	\$210,000	\$0
Date Fourteen	\$150,000	\$30,000	\$180,000	\$0
Date Fifteen	\$150,000	\$30,000	\$180,000	\$0
Date Sixteen	\$150,000	\$0	\$150,000	\$0
Date Seventeen	\$150,000	\$30,000	\$180,000	\$0
Date Eighteen	\$150,000	\$0	\$150,000	\$0
Date Nineteen	\$150,000	\$0	\$150,000	\$0
Date Twenty	\$150,000	\$0	\$150,000	\$0
Date Twenty-One	\$0	\$0	\$0	\$0
TOTAL	\$5,196,014.49	\$508,500	\$5,704,514.49	\$7,246.38

This example assumes no Expansion Increments are newly created after the year ending on Date Eight; however, **Maxor** may under the terms of this Agreement receive an Expansion Grant for Expansion Increments newly created through the year ending on Date Twenty. As such, assuming an Expansion Grant is newly created in the year ending on Date Twenty, **Maxor** may be due Expansion Grant payments under this Agreement (assuming qualification therefore) through the year ending on Date Twenty-Nine. In the event of a conflict between the example above and the terms of Sections 1 and 2 of this Agreement, the terms of Sections 1 and 2 shall control.

3. POTENTIAL REPAYMENT OBLIGATION OF MAXOR

3.1 Notwithstanding anything else herein to the contrary:

- a. Should Amarillo Operations cease at any time while **Amarillo EDC** has an actual or potential payment obligation to **Maxor** hereunder, **Maxor** shall not receive any

Retention Grant or Expansion Grant for the year in which Amarillo Operations ceased nor any future years.

- b. Additionally, should Amarillo Operations cease prior to Date Twenty, **Maxor** shall repay to **Amarillo EDC** an amount calculated as: \$2,500,000 minus the product of \$125,000 multiplied by the number of full Retention Years prior to the year in which Amarillo Operations ceased. So, for instance, if Amarillo Operations cease after Date Twelve but before Date Thirteen, **Maxor** would not receive any Retention Grant or Expansion Grant payments for the Retention Year ending on Date Thirteen (and any future years) and **Maxor** would be obligated to repay to **Amarillo EDC** the amount of \$1,000,000, calculated as follows:

$$\$2,500,000 - (\$125,000 \times 12) = \$1,000,000$$

- 3.2 In addition to any other indication that **Maxor's** Amarillo Operations have ceased, Amarillo Operations shall be conclusively deemed to have ceased if: (i) **Maxor** fails to timely provide the reports required under this Agreement for more than five (5) years, cumulative; or (ii) for any year in which **Maxor** is eligible for a payment under this Agreement, **Maxor** achieves less than fifty percent (50%) of the Payroll Retention Floor or the FTE Retention Floor.
- 3.3 Except as otherwise specifically provided herein, any repayment obligation of **Maxor** shall be fully due and payable to **Amarillo EDC** within ten (10) business days of **Amarillo EDC's** written notice and demand therefore.
- 3.4 Under no circumstance will **Maxor's** aggregate obligation for repayment under this Agreement to **Amarillo EDC** exceed the amount of funds advanced to **Maxor** by **Amarillo EDC** under this Agreement; provided, however, attorneys' fees and costs of suit may also be recovered by the prevailing party.

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

- 4.1 **Maxor** shall provide to **Amarillo EDC** FTE and Payroll reports in a form reasonably and mutually acceptable to **Amarillo EDC** on an annual basis within ninety (90) days of the end of each Retention Year and any later year in which **Maxor** has a duty to maintain FTEs and Payroll in connection with an Expansion Grant under Section 2. Each report shall include, without limitation, total Payroll for such period and a list of all Employees in Amarillo Operations, start date and termination date for each (which will be the beginning and ending dates of the year for those employees who were there through the whole period), the total hours worked for each, and the calculation for each employee of the decimal equivalent of an FTE he or she represents with the highest possible decimal equivalent being 1.00 per person. Each report shall be certified as true

and correct by the Chief Executive Officer of **Maxor**.

4.2 **Maxor** also shall allow **Amarillo EDC** and its agents to examine **Maxor's** or its Affiliates' records necessary to verify employment in Amarillo Operations should **Amarillo EDC** so request. **Amarillo EDC** understands that such information shall be for **Amarillo EDC's** use only in connection with confirming the accuracy of reports required hereunder and enforcing its rights relative thereto. Subject to any applicable Texas Public Information Act provision, or similar law, **Amarillo EDC** agrees that such review and examination will be subject to reasonable confidentiality safeguards (including, without limitation, the execution and delivery by **Amarillo EDC** and/or its agents, as appropriate, of a reasonable and mutually agreeable confidentiality agreement) and that a **Maxor** representative shall have the right to accompany **Amarillo EDC** or its agent during such review. **Amarillo EDC** or its agents, as appropriate, will be prohibited from making any copies or transcriptions of any **Maxor** records. Any inspection shall be done with at least three (3) days advance notice to **Maxor**, shall occur during normal working hours, and shall continue from day-to-day until complete. Notwithstanding anything else in this Agreement to the contrary, **Amarillo EDC** in no way waives or releases any rights it has to discovery processes in the event of a dispute between the parties; provided, however, **Amarillo EDC** agrees to reasonably cooperate with **Maxor** in the event **Maxor** seeks to obtain a protective order related to documents and information produced in discovery.

4.3 **Maxor** will provide reports on a timely basis to **Amarillo EDC**, as provided above. Failure to do so will constitute a condition of default under this Agreement. In the event an FTE or Payroll amount reported to **Amarillo EDC** is discovered by **Maxor** to be inaccurate in any way, **Maxor** shall immediately notify **Amarillo EDC** of such inaccuracy and immediately provide a substitute report, highlighting each item of information which was inaccurate. If such replacement report establishes that **Maxor** received a payment under this Agreement that it was not entitled to receive, in addition to any other rights or remedies of **Amarillo EDC** hereunder, **Maxor** shall immediately repay such amount to the **Amarillo EDC**.

5. MAXOR'S REPRESENTATIONS AND WARRANTIES

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

5.1 **Maxor** is a for-profit limited liability company, duly organized and existing in good standing under the laws of the State of Texas.

5.2 **Maxor** maintained approximately 220 FTEs and \$13,800,000 in Payroll in Amarillo Operations during the year ending on December 31, 2016.

- 5.3 The expansion of Amarillo Operations has been duly authorized by **Maxor's** board of directors or authorized corporate officer and this Agreement is not in contravention of any law, rule or regulation or of the provisions of **Maxor's** articles of incorporation or bylaws, or of any agreement or instrument to which **Maxor** is a party or by which it may be bound.
- 5.4 No litigation or governmental proceeding is pending, or, to the knowledge of any of **Maxor's** officers, threatened against or affecting **Maxor**, which may result in a material adverse change in **Maxor's** business, properties, or operations sufficient to jeopardize **Maxor** as a going concern.
- 5.5 No certificate or statement herewith, heretofore delivered, or to be delivered by **Maxor** to **Amarillo EDC** in connection herewith (including, without limitation, any report required to be provided hereunder), or in connection with any transaction contemplated hereby, contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements or information contained therein from being misleading.
- 5.6 The Texas Public Information Act, the Texas Open Meetings Act, and certain document retention statutes and regulations (together, "**Public Information Laws**") apply to **Amarillo EDC** and that, as such, this Agreement and some or all of the information obtained or maintained by **Amarillo EDC** under this Agreement may be subject to required public disclosure.

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

- 6.1 **Amarillo EDC** represents and warrants to **Maxor** as of the Effective Date the following:
- a. **Amarillo EDC**, to the best of the knowledge of its Board of Directors and Interim President, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation organized under Chapters 501 and 504 of the Texas Local Government Code.
 - b. No litigation or governmental proceeding is pending, or, to the knowledge of any of **Amarillo EDC's** officers, threatened against or affecting **Amarillo EDC**, which may result in **Amarillo EDC's** inability to meet its obligations under this Agreement.
- 6.2 **Amarillo EDC** represents that, to the best of its knowledge and belief, the Public Information Laws require this Agreement to be subject to public disclosure. All or

parts of the FTE and Payroll reports required to be provided hereunder, in addition to other documents in **Amarillo EDC's** file or otherwise subject to its control relating to **Maxor**, may also be subject to public disclosure. The **Amarillo EDC** will, for so long as it has documents or information that may be confidential or proprietary to **Maxor**, use commercially reasonable means available to it under the Public Information Laws to allow **Maxor** to seek to protect its confidential or proprietary information from public disclosure. For reference, the Texas Public Information Act allows **Amarillo EDC** to do so under Texas Government Code Section 552.305, and as required by that section, **Amarillo EDC** will make a good faith effort to notify **Maxor** of any request involving its information.

7. FORCE MAJEURE

If, by reason of force majeure, such as fire, flood, windstorm, or other act of God, either party is reasonably unable to fulfill its obligations under this Agreement, such party shall use reasonable and diligent effort to rectify the situation within a reasonable time, which period shall, in no event, be longer than six (6) months, and which period shall be added to any scheduled period or deadline hereunder.

8. EVENTS OF DEFAULT AND REMEDIES

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

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

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

9. GOVERNING LAW, VENUE, AND ATTORNEYS' FEES

All obligations of the parties are performable in Amarillo, Potter County, Texas, and this Agreement is governed by the laws of the State of Texas. Venue for any action arising from or related to this Agreement shall be exclusively in the State District Courts in and for Potter County, Texas. The prevailing party to any lawsuit arising from or related to this Agreement shall be entitled to recover its reasonable and necessary attorneys' fees and costs. Interest on amounts past-due hereunder shall accrue at the rate of ten percent (10%) per year.

10. NOTIFICATION

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

For Amarillo EDC

Mr. Barry Albrecht, President/CEO
Amarillo Economic Development Corporation
801 South Fillmore, Suite 205
Amarillo, Texas 79101
Facsimile: (806) 371-0112

With a copy to

John B. Atkins
Underwood Law Firm, P.C.
P.O. Box 9158
Amarillo, Texas 79105
Facsimile: (806) 349-9471

For Maxor

Mike Ellis, CEO
Maxor National Pharmacy Services, LLC
320 S. Polk St., Suite 800
Amarillo, Texas 79101
Facsimile: _____

11. AMARILLO EDC BOARD AND AMARILLO CITY COUNCIL APPROVAL

This Agreement is part of a Project (as defined in Chapters 501 and 504 of the Texas Local Government Code). If the Project is not approved by the Board of Directors of the **Amarillo EDC** and the City Council of the City of Amarillo, Texas within one hundred fifty (150) days from the Effective Date, this Agreement shall terminate without further obligations upon **Amarillo EDC** or **Maxor**.

12. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

12.1 **Maxor** certifies that it and its Affiliates do not and will not knowingly employ an Undocumented Worker, defined below, between the Effective Date and the date upon which **Maxor** no longer owes any duties under this Agreement. "Undocumented Worker" shall mean an individual who, at any time during employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under law to be employed in that manner in the United States. **Maxor** shall immediately notify **Amarillo EDC** if: (i) **Maxor** becomes aware it or its Affiliate employs or has employed an Undocumented Worker; (ii) **Maxor** becomes aware or receives notice that it or its Affiliate is alleged to have employed an Undocumented Worker; or (iii) **Maxor** or its Affiliate is convicted of a violation under the following paragraph.

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

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

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

{Signature Page Follows}

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

AMARILLO ECONOMIC DEVELOPMENT CORPORATION

By: _____
Barry Albrecht, President and CEO

MAXOR NATIONAL PHARMACY SERVICES, LLC

By: _____
Mike Ellis, CEO



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	May 2, 2017	Council Priority	Community Counts
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Department	Parks & Recreation	Contact Person	Linda Pitner
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Agenda Caption

Award – Professional Services to Conduct a Senior Citizen Programming Assessment and Senior Facility Feasibility Study.

Agenda Item Summary

Award to Lifespan Design Studio - \$73,517
This award is a contract for professional services to conduct a senior citizen programming assessment and senior facility feasibility study as per the Memorandum of Understanding with the Amarillo Area Foundation, Baptist Community Services, and the Mary E. Bivins Foundation.

Requested Action

Authorize the city manager to execute a contract with Lifespan Design Studio in the amount of \$73,517 to conduct a senior citizen programming assessment and senior facility feasibility study.

Funding Summary

The professional services contract will be funded under the Memorandum of Understanding between the City, Amarillo Area Foundation, Baptist Community Services, and the Mary E. Bivins Foundation. The MOU provides funding over a two year development period in the amount of \$300,000 from the foundations for operational expenses and \$200,000 from the City of Amarillo to cover personnel costs. Funding for this professional services contract is included in the Senior Services budget.

Community Engagement Summary

The professional services scope of work includes numerous community engagement efforts including a survey, focus groups, community workshops, and meetings with the 21st Century Senior Services Development Advisory Board.

Staff Recommendation

Staff recommends contracting with Lifespan Design Studio to conduct a senior citizen programming assessment and senior facility feasibility study.



**lifespan
design studio**
Quality of Life Architecture

April 17, 2017

Linda Pitner, Senior Services Coordinator
City of Amarillo
509 SE Seventh Avenue
PO Box 1971
Amarillo, TX 79105-1971

Re: Scope of Services and Fee Summary for Senior Citizens Programming
Assessment and Senior Facility Feasibility Study: R2017-0007

Dear Linda:

We are pleased to submit the following proposal for services to assist the City of Amarillo in the ongoing assessment of senior citizen programs and services, and feasibility study for facility planning. Lifespan Design Studio along with Senior Citizen Services Consultant Jill Jackson Ledford, MSW, GSB Inc. Architects & Planners, and White & Associates (cost estimating) will provide services as outlined below. It is anticipated that the study will commence in May 2017 and be completed before December 31, 2017, assuming that essential meetings and approvals can be scheduled on a timely basis.

A. Project Launch Activities

Doug Gallow and Ellen Gallow (Lifespan Design Studio - LDS), Jill Jackson Ledford (JJL)

Visit 1 – 1.5 days in Amarillo – LDS & JJL

1. LDS will plan and schedule Project Launch meetings and tours with the Senior Services Coordinator.
2. JJL will prepare to lead Visit One discussions focused on the Phase One survey, focus group/work sessions, and demographic analysis described below.
3. Visit One:
 - a. Meet with the Senior Services Coordinator and Parks & Recreation Director to review project goals, participants, process, deliverables, communications, schedule/milestones, approvals, budget, billing, etc.
 - b. Meet the Senior Services Advisory Board to provide an overview of new and emerging models in senior service delivery/senior centers and discuss project goals and methods

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- c. Attend tours of Amarillo facilities to be determined by the Senior Services Coordinator
- d. Meet with the Senior Services Coordinator to begin to discuss the Phase 1 survey, focus groups/work sessions, and demographic analysis.

B. Phase 1-A: Needs and Interests Assessment

Jill Jackson Ledford (J JL) with limited participation by LDS as identified below

1. The purpose of the Needs and Interests Assessment is to update and expand upon information gathered to support the development of the Blueprint for 21st Century Senior Centers, with the focus directed upon needs and interests that will drive demand for specific programs, services, and other functions to be accommodated in a new "Center" to be constructed and managed by the City of Amarillo. An expanded survey respondent group including a representative cross-section of the target audience for the new Center (and the generations that are entering/approaching it) will be surveyed.
2. The proposed tools/methods to be employed in this effort include:
 - a. J JL will work with the Senior Services Coordinator and LDS to identify the target, focus, and content for a needs/interests survey to be administered by the City (written and online versions may be developed).
 - i. J JL will compile, and analyze completed survey information received from the City.
 - b. J JL will work with the Senior Services Coordinator to plan and conduct up to four focus group/workshop sessions involving members of the future Center's target population and/or service providers. Appropriate meeting notes will be recorded. **Visit Two - 2 days in Amarillo - J JL**
 - c. J JL will analyze demographic information provided by the Senior Services Coordinator to further support the understanding of the target population and assessment of current and emerging needs and interests.
3. Deliverables during or at the completion of Phase 1-A include:
 - a. Draft survey tool (final formatting for print and/or online use, printing, and distribution to be provided by the City)
 - b. Focus group/work session meeting notes
 - c. Written report upon completion of Phase 1-A.
 - d. Formal presentation of Phase 1-A findings to the Senior Services Advisory Board will occur at the conclusion of Phase 1-B (below) unless otherwise requested.

C. Phase 1-B: Center-based Program and Service Planning

Jill Jackson Ledford (J JL) with limited participation by LDS as identified below

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1. The Purpose of this phase is to develop a roster of programs, services, and drop-in activities to be accommodated in the new City-managed Center, including some programs/services that may be housed and/or administered on-site by partners from the local senior services network. "Day one" as well as projected future programs and services will be identified. *The focus will be upon activities and services, with limited discussion of the physical facility until Phase 2.*
2. The Phase will be launched with a "town hall" workshop/meeting to review Needs and Interests Assessment findings, present an overview of the kinds of activities and services typically accommodated in various "senior center" models, and accept additional public input prior to program and service planning. LDS will participate in this event. **Visit 3 - 1 day in Amarillo-LDS, 2 days in Amarillo-JJL**
 - a. Also during this visit JJL and the Senior Services Coordinator will meet with selected service providers/potential partners (individually or in small groups) to discuss their vision for specific activities or services that they may provide on-site at the new Center. A format for these interviews will be developed and refined to allow the Senior Services Coordinator to conduct additional sessions without JJL's on-site involvement as needed.
3. JJL will work remotely with the Senior Services Coordinator to develop and refine the draft roster of programs, services, and drop-in activities to be accommodated in the new Center. Staff requirements for the new facility also will be projected. Conference calls involving LDS will be scheduled as needed.
4. JJL will develop the Phase 1 final report incorporating and analyzing findings from the surveys, focus groups/work sessions, town hall/workshop, and demographic review; and the detailed list of proposed programs, services, drop-in activities, and staff to be accommodated in the new Center. Proposed functions will be described in terms of how each will work, staffing requirements, frequency/schedule, group sizes, cost, etc.
5. JJL will lead the presentation of Phase 1 findings to the Advisory Board. **Visit 4 - 1 day in Amarillo (JJL).**
6. Deliverables at the conclusion of this phase include the final report and any revisions to the proposed roster of programs, services, and drop-in activities based in feedback from the Advisory Board.

D. Phase 2: Facility Planning, Preliminary Design, and Cost Estimating
Lifespan Design Studio with participation by JJL and GSB as identified below.

1. The Study Team will work closely with the City and its proposed partners during Phase Two to develop the Program of Requirements, preliminary design floor plans and elevations, and opinion of the probable cost to construct a new facility at an undetermined location.
2. The proposed tools/methods to be employed in this effort include:

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- a. LDS will conduct a series of interviews with proposed program leaders, service providers (and others to be determined), to discuss *facility-related* needs specific to each activity. It is recommended that the Senior Services Coordinator attend these meetings. Additional information gathering will be conducted remotely as needed. **Visit 5 - 1 day in Amarillo (LDS)**
- b. LDS will develop a draft Program of Requirements (POR) listing the proposed rooms and spaces to be incorporated in the new Center. Detail including but not limited to each room/space's: size, dimensions, preferred location in the building and in relation to other functions, anticipated furnishings, storage requirements, special requirements, etc. will be provided. Parking requirements and desired site amenities also will be identified. Multiple options may be explored for discussion with the City. Preliminary documents will be conveyed to JJL, the Senior Services Coordinator and the Parks & Recreation Director for review and refinement via web meeting/conference call prior to the development of preliminary design floor plans.
- c. LDS will develop preliminary design floor plans demonstrating options for the arrangement of the approved rooms and spaces in a configuration that is appropriate for the proposed uses and users of the facility. JJL and GSB will be included in the internal review of these options. Two or more schemes may be developed. Conceptual site diagrams demonstrating the placement of the building, parking, and proposed site amenities on a hypothetical site also will be developed.
- d. LDS and GSB will meet with the Senior Services Coordinator and the Parks & Recreation Director to review the preliminary design floor plans and site layout diagram. **Visit Six - (1 day in Amarillo – LDS & GSB)**
 - i. Also during this visit GSB and White & Associates will lead discussions of the preferred aesthetic, materials, mechanical systems, equipment, and other considerations to be incorporated in the development of the elevations and the opinion of probable cost to construct the new facility.
- e. LDS will revise the preliminary design floor plans per feedback, and convey them to GSB for development of the elevations.
- f. GSB will develop preliminary design elevations for the new building based upon the approved preliminary design floor plans and input gathered at the Visit Six meeting.
- g. GSB and LDS will meet with the Senior Services Coordinator and the Parks & Recreation Director to review the elevations. **Visit Seven - (1 day in Amarillo – LDS & GSB)**
 - i. Also during this visit GSB will review draft narrative information describing the anticipated structural, mechanical, electrical and plumbing, life safety, and other information as appropriate to support the preliminary cost estimate.
 - ii. Also during this visit LDS will review recommended parameters for the evaluation of sites that may come under consideration for the proposed new facility.

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- h. GSB will refine the elevations per feedback, and develop with White & Associates an opinion of the probable cost to construct, equip, and furnish the new facility on a hypothetical site meeting the established criteria.
 - i. JLL will work (remotely) with the Senior Services Coordinator and the Parks & Recreation Director to develop a preliminary budget for the projected costs to staff and operate the proposed new facility.
 - j. LDS, GSB, W&A and JLL will participate in a web based meeting with the Senior Services Coordinator and the Parks & Recreation Director to review the cost estimate and budget projections.
 - k. LDS will assemble a final report for the study, incorporating the Phase One report, Program of Requirements, preliminary design floor plans, elevations, and site diagrams, site evaluation parameters, narratives for cost estimating, opinion of probable construction cost, and preliminary staffing/operations budget. The report will be conveyed to the City for printing/distribution.
 - l. LDS and JLL will present the final report to the Advisory Board.
- Visit Eight – (1 day in Amarillo – LDS and JLL)**

E. Additional/optional services not included in the Lump Sum Fee Summary below include the following. Pricing for selected additional/optional services will be provided upon request.

- 1. JLL will prepare and lead interactive presentation/work sessions via web platform to facilitate communication with groups not able to participate in scheduled on-site meetings.
- 2. JLL will provide (remote) input to support the Senior Services Coordinator's ongoing senior services network planning efforts or other issues not directly associated with the efforts described above, during this or any subsequent phase of the project.
- 3. Additional presentation/s to the Advisory Board, City Council, or others.
- 4. Preliminary evaluation by LDS of the apparent feasibility of adapting an existing building (identified by the City) to accommodate the Program of Requirements in a functionally appropriate configuration
 - a. Formal evaluation of existing conditions of that building/s to support the ongoing evaluation of feasibility and costs.
 - b. Cost estimating to support the evaluation of this option.
- 5. Site evaluation services
- 6. Architectural renderings depicting desired views of the proposed new facility
- 7. Other services as requested by the City.

F. Assumptions

- 1. The City will be responsible for printing materials (provided in digital format by the Study team) for display or distribution at meetings or as needed.

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2. The City will provide presentation equipment including but not limited to a digital projector and screen, microphone, internet access, easels, easel pads, etc., as needed for meetings, public presentations, etc.
3. The City will be responsible for the promotion of public presentations and meetings.

G. Fee Summary (Lump Sum)

1. Phase 1- A&B Services including Project Launch Visit: \$20,555
2. Phase 2 Services: \$36,381
3. Total (Phase 1 & 2): \$56,936
4. Reimbursable travel expenses will be invoiced at the actual amount, not to exceed a total of \$16,581. Meetings in Amarillo will be scheduled no less than 15 days in advance so that flights can be booked at advance purchase rates. Meetings scheduled with shorter notice at the City's request may be subject to increased airfare charges.

Please don't hesitate to contact me with questions or to request modifications to the proposed scope of services. Upon approval of the scope and fees we will continue into contract negotiations at the City's request.

Sincerely,



Douglas J. Gallow Jr., AIA, NCARB

RFQ06-17 Senior Citizen Programming Assessment and Senior Facility Feasibility Study		Rod Tweet	Linda Pitner	Kelley Shaw		
		Lifespan Design Studio LLC	Total Points Possible:	100.00	100.00	Total
						274.00

RFQ06-17 Senior Citizen Programming Assessment and Senior Facility Feasibility Study							
Company	Total Points Possible: Lifespan Design Studio LLC	30.00	30.00	30.00	10.00	Total	Like overall approach. Small group but seems quite capable. Would have liked written references
		27.00	25.00	28.00	5.00	85	
Evaluator/Date:		Kelley Shaw - 3/2/17					

RFQ06-17 Senior Citizen Programming Assessment and Senior Facility Feasibility Study						
Company	Total Points Possible:	Ability to Provide the Requested Services	Qualifications and Resume of Staff	Quality of Relevant Experience	Quality of References	Total
		30.00	30.00	30.00	10.00	
		30.00	30.00	28.00	8.00	96.00
Evaluator/Date:		Linda Pitner 3-3-17				

RFQ06-17 Senior Citizen Programming Assessment and Senior Facility Feasibility Study						
Lifespan Design Studio LLC						
Evaluator/Date:		Rod Tweet / 3/7/17				

Company	Total Points Possible:	30.00	30.00	30.00	10.00	Total	
		30.00	30.00	25.00	8.00	93.00	GSB Inc. Architects & Planners - select project emphasis more on commercial than municipal facilities.

Amarillo City Council

Agenda Transmittal Memo



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Meeting Date	05/02/17	Council Priority	Infrastructure and Youth Athletics
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Department	City Manager's Office
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Agenda Caption

Board Appointments – Tax Increment Reinvestment Zone #2 (East Gateway TIRZ)

Agenda Item Summary

This item is the appointment of the City's Board Members to the East Gateway TIRZ. Currently, the Board consists of a total of 9 Board Members with 5 dedicated to the non-City taxing entities (Potter County, Amarillo College, Panhandle Groundwater District, Amarillo Independent School District, and the Amarillo Hospital District) and the remaining 4 dedicated to the City of Amarillo. At the request of Potter County, the City Council has agreed to pursue amendment of the Board composition to be consistent with that of TIRZ #1 (where the Board consists of 10 members – 3 for Amarillo, 3 for Potter County and one each of the remaining taxing entities).

It is anticipated this change in the Board composition will occur concurrent with the approval of the Final Project and Financing Plan and the Participation Agreements. In the interim the City has agreed to appoint from the Potter Commissioner's Court one of the allocated City positions (based on a recommendation from the Court). Once the Board composition is amended then this Commissioner appointee will become one of the 3 Potter County appointments.

Each of the taxing entities have made their appointments to the Board as follows:

Potter County

- Helen Burton
- Mercy Murguia (recommended by the Court for Council approval)

Amarillo College

- Michael Kitten

Panhandle Groundwater District

- Joy Shadid

Amarillo Independent School District

- John Betancourt

Amarillo Hospital District

- Dean Frigo

Requested Action

Appoint the City's four Board Members (with one of the four being Mercy Murguia and recommended by the Potter County Commissioner's Court)

Amarillo City Council

Agenda Transmittal Memo



Funding Summary

N/A

Community Engagement Summary

N/A

City Manager Recommendation

Staff recommends approval of the Board appointments

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

On the 27th day of March, 2017, the Amarillo Planning and Zoning Commission met in a work session at 2:45 PM to review agenda items, then convened in regular session at 3:00 PM in the City Council Chamber on the third floor of City Hall, 509 East 7th Avenue, Amarillo, Texas, with the following members present:

VOTING MEMBERS	PRESENT	NO. MEETINGS HELD	NO. MEETINGS ATTENDED
Mike Good, Vice-Chairman	N	115	80
Dean Bedwell	Y	200	189
Rob Parker, Chairman	Y	68	56
Rick Thomason	Y	38	32
Bowden Jones	Y	29	22
Dick Ford	N	13	10
Terry Harman	Y	12	12

PLANNING DEPARTMENT STAFF:

AJ Fawver, AICP, CNU-A, Planning Director
Cody Balzen, Planner I
Jan Sanders, Recording Secretary

Jeffrey English, Planner I
David Soto, Planner I

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

ITEM 1: 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)

Paul Stell, Lubbock, Texas, appeared to give a brief overview of the project for Z-17-10 on today's agenda. Mr. Stell stated the 2.95 acre tract is designed for a luxury senior housing facility, 101 units, with 1 and 2 bedroom apartments for active adults ages 60 and over.

Chairman Parker inquired if the project is for independent or assisted living. Mr. Stell stated the facility is for independent living.

No further comments were made.

ITEM 2: Approval of the minutes of the March 13, 2017 meeting.

A motion to approve the minutes of the March 13, 2017 meeting was made by Commissioner Thomason, seconded by Commissioner Bedwell, and carried unanimously.

ITEM 3: P-17-27 Beverly Gardens Unit No. 25, an addition to the City of Amarillo, being a replat of a portion of Lot 2, Block 16, Beverly Gardens Unit No. 1, in Section 158, Block 2 AB&M Survey, Potter County, Texas. (0.49 Acres) (Vicinity: Knight Ave. & Angelus Dr.)
DEVELOPER(S): Jose Bravo
SURVEYOR: Kevin Brown

A motion to approve P-17-27 was made by Commissioner Jones, seconded by Commissioner Harman, and carried unanimously.

ITEM 4: P-17-28 Heritage Hills Unit No. 8, an addition to the City of Amarillo, being a replat of Lots 1 thru 12, Block 18, Heritage Hills Unit No. 4 in Section 65, Block 9, BS&F Survey, Randall County, Texas. (1.82 Acres) (Vicinity: Kori Dr. & Crestline Dr.)
DEVELOPER(S): Noah Williams
SURVEYOR: Daryl Furman

A motion to approve P-17-28 was made by Commissioner Bedwell, seconded by Commissioner Thomason, and carried unanimously.

ITEM 5: P-17-29 The Colonies Unit No. 68, an addition to the City of Amarillo, being a replat of Lots 24 thru 31, Block 30, The Colonies Unit No. 63 in Section 40, Block 9, BS&F Survey, Randall County, Texas. (1.24 Acres) (Vicinity: Georgetown Dr. & Aberdeen Pkwy.)
DEVELOPER(S): Josh Langham & Dre Baccus
SURVEYOR: Robert Keys

Chairman Parker advised the item would require no action today.

ITEM 6: Z-17-10 Rezoning of a 2.957 acre tract of land in Section 10, Block 9, BS&F Survey, Potter County, Texas, plus on-half of all bounding streets, alleys, and public ways to change from Residential District 1 (R-1) to Multiple Family District 2 (MF-2). (Vicinity: W Amarillo Blvd. & Lowes Ln.)
APPLICANT: Paul Stell

Mr. Balzen advised the applicant is proposing to develop a four-story, age restricted, multi-family housing facility. Mr. Balzen commented the request is consistent with the 2010 Future Land Use and Character Map, designating the area for future general commercial land use, and MF-2 is a less intensive use in what could be allowed. The request is consistent with the Comprehensive Plan principles of growth management and the emphasis on infill development, consistent with life-cycle housing philosophy, consistent with protection of neighborhoods, and also consistent with the established development pattern within the area. Mr. Balzen stated staff believes the request is appropriate and recommends approval as submitted.

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

A motion to Z-17-10 was made by Commissioner Harman, seconded by Commissioner Bedwell, and carried unanimously.

ITEM 7: Planning Director's Report.

Ms. Fawver advised the Planning & Zoning Agenda is more consistent with what the City Council has incorporated and have moved the Public Comment to the beginning of the agenda. Training for the board has been tentatively set for the afternoon of Thursday, April 13th. Ms. Fawver stated lunch will be provided and an agenda will be distributed beforehand. Training will focus on platting, zoning, state requirements in regards to conduct, and information pertaining to the current legislative session with items that pertain to planning and zoning. Ms. Fawver mentioned work on the second neighborhood plan, the Barrio Plan, has started and a kick-off meeting was held on March 8th with approximately 60 participants. Staff is in the process of organizing and compiling the information gathered from the meeting, and will be bringing the documentation to the Planning & Zoning board for review. Two additional meetings are planned going forward, a check-in meeting, bringing back the work that has been compiled, and a final meeting to unveil the plan. The Barrio Plan will also have an Advisory Committee, which will meet approximately seven to nine times. Ms. Fawver advised she, along with Kelley Shaw, are working on temporary sign regulations, and gathering information for the City Council for their consideration.

ITEM 8: Discuss Items for Future Agendas.

No further comments were made and the meeting was adjourned at 3:25 P.M.


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

BOARDS AND COMMISSIONS – VACANCIES



East Gateway Tax Increment Zone #2

Nine members:

Amarillo Local Government Corporation

03/22/2011	Les Simpson	09/30/2017	(resigned)
07/19/2016	Lisa Blake	09/30/2017	(position terminating)
09/08/2015	Randy Burkett	09/30/2017	(position terminating)

Convention & Visitor Council

03/02/2017	Suzanne Talley	09/30/18	(resigned)
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Council Audit Committee

04/12/2016	Paul Harpole	04/11/2017	(position appointment)
04/12/2016	Mark Nair	04/11/2017	(position appointment)

Council Subcommittee on Economic Development Incentive Policies and Guidelines

04/12/2016	Terry Childers	04/11/2017	(position appointment)
04/12/2016	Bob Cowell	04/11/2017	(position appointment)
04/12/2016	Elisha Demerson	04/11/2017	(position appointment)
04/12/2016	Randy Burkett	04/11/2017	(position appointment)

Planning and Zoning Commission (3-year terms)

05/14/2014	Rob Parker	05/15/2017
05/14/2014	Dean Bedwell	05/15/2017

Board of Review – Landmarks & Historic District (3-year terms)

06/11/2014	Chan Davidson	05/21/2017
06/08/2014	Trey Porter	05/21/2017

04/21/2017