

SUPPLEMENTAL NOTICE OF REGULAR MEETING OF THE AMARILLO CITY COUNCIL

AMARILLO CITY COUNCIL REGULAR MEETING VIA VIDEO CONFERENCE NOTICE IS HEREBY GIVEN IN ACCORDANCE WITH ORDER OF THE OFFICE OF THE GOVERNOR ISSUED MARCH 16, 2020.

A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, APRIL 28, 2020 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS BY VIDEO CONFERENCE (IN ORDER TO ADVANCE THE PUBLIC HEALTH GOAL OF LIMITING FACE-TO-FACE MEETINGS ALSO CALLED "SOCIAL DISTANCING" TO SLOW THE SPREAD OF THE CORONAVIRUS (COVID-19). THERE WILL BE NO PUBLIC ACCESS TO THE LOCATION DESCRIBED ABOVE.

City Council Mission: Use democracy to govern the City efficiently and effectively to accomplish the City's mission.

SUPPLEMENTAL NOTICE OF REGULAR MEETING OF THE AMARILLO CITY COUNCIL PER SECTION 551.045 OF THE TEX. GOV'T CODE ON A MATTER DIRECTLY RELATED TO RESPONDING TO AN EMERGENCY OR URGENT PUBLIC NECESSITY IDENTIFIED AND FURTHER DESCRIBED IN SECTION 3 (c) RELATED TO THE COVID-19 DISASTER DECLARATION

This Agenda, and the Agenda Packet, are posted online at:
<https://www.amarillo.gov/city-hall/city-government/city-council>

The video meeting is hosted through Zoom. It will be broadcast on Facebook live as well as on www.amarillo.gov. The conference bridge number for zoom is: Telephone # 4086380968 when prompted for meeting ID enter: 330267295#. All callers will be muted for the duration of the meeting.

This meeting will be recorded and the recording will be available to the public in accordance with the Open Meetings Act upon written request.

The public will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting.

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

INVOCATION: Rev. Herman Moore, Carter Chapel Primitive Baptist Church

PROCLAMATION: "Older Americans Month"

PUBLIC ADDRESS

(For items on the agenda for City Council consideration)

AGENDA

1. City Council will discuss or receive reports on the following current matters or projects.
 - A. Review agenda items for regular meeting and attachments;
 - B. Coronavirus Update; and
 - C. Request future agenda items and reports from City Manager.

2. **CONSENT ITEMS:**

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

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

A. **CONSIDER APPROVAL – MINUTES:**

Approval of the City Council minutes for the regular meeting held on April 14, 2020 and April 21 2020, respectively.

B. **CONSIDERATION OF ORDINANCE NO. 7847:**

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

This is the second and final reading and public hearing to consider an ordinance rezoning a 1.34 acre tract of unplatted land, in Section 63, Block 9, B.S.& F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District (Vicinity: Town Square Boulevard and Soncy Road.)

C. **CONSIDERATION OF ORDINANCE NO. 7848:**

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

This is the second and final reading and public hearing to consider an ordinance rezoning Lots 1 through 6, Block 3, Lee Green's Addition, in Section 154, Block 2, A.B.& M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Light Industrial District to Manufactured Home District. (Vicinity: Spruce Street and Southeast 21 Avenue.)

D. **CONSIDER APPROVAL -- FY2020 CONTRACT AMENDMENT FOR WOMEN, INFANTS, AND CHILDREN (WIC) NUTRITION PROGRAM SERVICES:**

(Contact: Margaret Payton, WIC Director)

This item is a contract amendment to provide an amount not to exceed \$2,010,179 of reimbursement from the State Department of Health and Human Services (HHSC) for WIC Nutrition Program services. The FY 2020 contract period is from October 1, 2019 through September 30, 2020.

E. **CONSIDER APPROVAL -- LEASE EXTENSION BETWEEN THE CITY OF AMARILLO AND GTM MANUFACTURING, LLC FOR USE OF THE FORMER BEN E. KEITH DISTRIBUTION CENTER PROPERTY:**

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

This item is for an extension of an expiring property lease between the City and GTM Manufacturing, LLC (GTM) for a portion of the former Ben E. Keith Distribution Center property at Interstate 40 and South Spruce Street. The extension would be through July 31, 2020.

F. **CONSIDER APPROVAL -- ADDENDUM BETWEEN THE CITY OF AMARILLO AND WAIWAI PROPERTIES, LLC FOR A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT FOR AN APARTMENT COMPLEX REHABILITATION PROJECT LOCATED AT 1200 NORTH MONROE STREET:**

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

This item is for an addendum of a current Chapter 380 agreement with Waiwai Properties, LLC for the rehabilitation of an existing apartment complex located at 1200 North Monroe Street. The extension would be through December 31, 2021.

G. **CONSIDER APPROVAL – CHANGE ORDER NO. 2 COMMUNITY INVESTMENT PROGRAM FY 2017-2018 SEWER MAIN REHABILITATION:**

(Contact: Matthew Thomas, City Engineer)

PM Construction & Rehab, LLC dba IPR South Central, LLC -- \$24,084.00

Original Contract Amount	\$1,886,030.00
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Previous Change Order	\$174,400.00
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Change Order No. 2	<u>\$24,084.00</u>
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Revised Contract Amount	\$2,084,514.00
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This item is to consider approval of Change Order No. 2, which includes the additional replacement of a sewer main at Southwest 3rd Avenue and Georgia Street that was identified during the course of the project.

H. **CONSIDER APPROVAL – CHANGE ORDER NO. 5 ARDEN ROAD STORM SEWER AND PLAYA #7 EXCAVATION – PHASE 1:**

(Contact: Matthew Thomas, City Engineer)

Williams Ditching, LLC -- \$54,681.21

Original Contract Amount	\$2,418,171.41
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Previous Change Orders	\$58,926.15
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Revised Contract Amount	\$2,531,778.77
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This item is to approve Change Order #5 to the contract for the Arden Road Storm Sewer and Playa #7 Excavation – Phase I. This proposed change order is for additional pumping due to heavy rainfall in October 2019 including approximately 6" over the course of a week in the area which required pumping the site for 23 days total.

I. **CONSIDER APPROVAL – PROFESSIONAL SERVICES AGREEMENT FOR RECONSTRUCTION OF WESTERN STREET, WALLACE BOULEVARD, HAGY BOULEVARD AND PORT LANE (PROPOSITION 1 BOND FUNDS):**

(Contact: Matthew Thomas, City Engineer)

Kimley-Horn and Associates Inc. -- \$1,139,200.00

This item is to consider approval of the professional engineering services agreement for the design and construction phases of the Reconstruction of two arterial street corridors in Amarillo:

- Western Street from 49th Avenue to 34th Avenue.
- Wallace Boulevard from Research Street to Hagy Boulevard, Hagy Boulevard from Wallace Boulevard to Amarillo Boulevard, and Port Lane from Amarillo Boulevard to Wolflin Avenue.

J. **CONSIDER APPROVAL – ALTERNATE CARE SITE AGREEMENT:**

(Contact: Kevin Starbuck, Assistant City Manager)

This item is an agreement between the City of Amarillo and Supreme Bright Amarillo IV for an Alternate Care Site (ACS) to support a surge in healthcare for COVID-19 patients.

3. **NON-CONSENT ITEMS:**

A. **CONSIDERATION OF ORDINANCE NO. 7849:**

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

To participate in this public hearing please call 1-408-638-0968. When prompted for the meeting number dial: 330267295# and specify as to what ordinance you are referring to.

This item is the first reading and public hearing to consider an ordinance rezoning of a 2.00 acre tract of unplatted land and a portion of Lot 1, Block 1, Ojeda's Little Acre Addition Unit No. 1, in Section 173, Block 2, A.B.& M. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3.

B. **CONSIDER RESOLUTION – CONFIRMING AND CONTINUING THE MAYOR’S SECOND AMENDED DECLARATION OF DISASTER:**

(Contact: Bryan McWilliams, City Attorney)

Discussion and consideration of a Resolution of the City Council of the City of Amarillo confirming and continuing the Mayor’s Second Amended Declaration of Disaster.

C. **CONSIDER RESOLUTION – FEDERAL AVIATION ADMINISTRATION (FAA) GRANT OFFER TO THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**

(Contact: Michael Conner, Director of Aviation)

Federal Aviation Administration -- \$7,632,380.00

This item is a resolution approving a grant offer from the Federal Aviation Administration for use by the Airport on operational expenses. This grant originates from the Federal CARES Act and is not available for use on aviation development projects.

4. **EXECUTIVE SESSION:**

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

- 1) Section 551.072 - Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City’s bargaining position:
 - (a) Discuss property located within the Tax Increment Reinvestment Zone #1 Boundary.
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Posted this 27th day of April 2020 IN ACCORDANCE WITH SECTION 551.045 OF THE TEX. GOV’T CODE.

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(Contact: Bryan McWilliams, City Attorney)

Discussion and consideration of a Resolution of the City Council of the City of Amarillo confirming and continuing the Mayor's First Amended Declaration of Disaster through May ____, 2020.

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(Contact: Michael Conner, Director of Aviation)

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Posted this 24th day of April 2020.

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A

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO



On the 14th day of April 2020, the Amarillo City Council met at 1:00 p.m. for a regular session meeting held via conference and in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

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

The invocation was given by Gene Shelburne, Anna Street Church of Christ.

City Manager Jared Miller introduced the new Amarillo Fire Department Jason Mays.

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

PUBLIC ADDRESS

There were no comments.

ITEM 1:

- A. Review agenda items for regular meeting and attachments;
- B. Coronavirus Update;
- C. Small Business Development Center and Workforce Solutions Presentation; and
- D. Request future agenda items and reports from City Manager.

CONSENT ACTION ITEMS:

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

- A. **MINUTES:**
Approval of the City Council minutes for the regular meetings held on March 31, 2020 and April 7, 2020, respectively.
- B. **CONSIDER APPROVAL – FIREFIGHTING PROTECTIVE CLOTHING ACCESSORIES:**
(Contact: David Kouba, Fire District Chief)
Awarded to: DACO Fire Equipment Co. \$34,640.00
Lines 1-3
CASCO Industries, Inc. \$29,520.00
Line 4
MES (Municipal Emergency System) \$1,621.50
Line 5
Total Award \$65,781.50
This item approves the purchase of firefighting protective clothing and accessories that includes gloves, hoods, helmets, boots, and suspenders for use during firefighting operations. These items meet the National Fire Protection Association (NFPA) 1971 standard and must be replaced regularly when damaged or excessively worn out.

- C. **CONSIDER AWARD – PROCUREMENT CARD PROGRAM SERVICES:**
 (Contact: Trent Davis, Purchasing Director)
 Award to the best-evaluated proposer -- Bank of America
 This agreement will be for an initial term of three (3) years with and option to renew for an additional (2) two – one (1) year periods upon mutual consent of both parties. This agreement will provide a signing bonus contingent on a year one (1) volume of \$5 million dollars in spend and a cumulative volume requirement of \$27 million. There will be an incentive paid for year one (1) of \$30,000 and a signing bonus incentive for year two (2) of \$10,000. Additionally, the City will become a member of the Texas Public Sector Group and earn an annual rebate of 1.68% based off an average yearly spend of \$7,000,000.00. Rebate average of \$117,600.00.
- D. **CONSIDER AWARD – SACKED CEMENT SUPPLY AGREEMENT:**
 (Contact: Trent Davis, Purchasing Director)
 Tascosa Building Products -- \$63,942.24
 This item considers award for the sacked cement supply agreement.
- E. **CONSIDER AWARD – PURCHASE OF HYDRAULIC PIT BORE MACHINE:**
 (Contact: Jonathan Gresham, Director of Utilities)
 Vermeer Equipment -- \$104,182.38 for installation of new service taps.
 The hydraulic pit bore machine will be utilized to install new water and wastewater service taps under paved streets allowing traffic to be uninterrupted and limiting paving repairs. The pit bore machine will replace existing equipment that was purchased in 1995 and is beyond repair.
- F. **CONSIDER AWARD – AMARILLO MPO MULTIMODAL TRANSPORTATION PLAN:**
 (Contact: Travis Muno/Kyle Schniederjan)
 This item is for the award of the RFQ contract for a study of the transportation networks for the Amarillo MPO area while expanding the thoroughfare plan to include the recently expanded MPO boundary. Work to develop a bicycle and pedestrian network and list of capital projects. While considering the movement of freight and integration of transit services into the system.
- G. **CONSIDER APPROVAL – CHANGE ORDER ON WATER MAIN REPLACEMENTS AT VARIOUS LOCATIONS:**
 (Contact: Matthew Thomas, City Engineer)
 Amarillo Utility Contractors, Inc. -- \$64,860.75
- | | |
|-------------------------|---------------------|
| Original Contract: | \$537,939.50 |
| Current Change Order: | \$ <u>64,860.75</u> |
| Revised Contract Total: | \$602,800.25 |
- This change order adds the replacement of 390 linear feet of 2-inch water main with 6-inch water mains and adds 404 linear feet of new 6-inch water main in the vicinity of Southwest 1st Avenue and Lipscomb Street. This change order also includes the installation of one fire hydrant and will provide water service to previously platted lots which are not currently served with water.
- H. **CONSIDER APPROVAL – AN ADDENDUM ALLOWING A ONE-YEAR EXTENSION TO THE CURRENT COLONIES PUBLIC IMPROVEMENT DISTRICT (PID) LANDSCAPE MAINTENANCE AND MOWING AGREEMENT:**
 (Contact: Kelley Shaw, Development Services)
 On March 21, 2016, the Colonies Master Association (HOA), Custom Gardens, LLC, and the City of Amarillo entered into an agreement for the maintenance and care of the Colonies PID landscaped areas. The agreement was for a three-year term with the options of extending the agreement for a maximum of two, one-year extensions. This addendum would exercise the last one-year extension.
- The addendum and associated exhibits specify the terms of the agreement's final extension, the cost increase commensurate with additional properties now being maintained and associated labor costs. Once this extension expires, a new maintenance agreement will be required and will follow typical

City procurement processes, including the drafting of detailed maintenance specifications and publicly bidding the maintenance agreement.

I. **CONSIDER APPROVAL – AVIATION CLEAR ZONE EASEMENTS:**

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

1) This item considers an Aviation Clear Zone Easement, being 5,150 feet above mean sea level above the plat of Southland Acres Unit No. 7, a suburban subdivision to the City of Amarillo, being a replat of a portion of Tract 24, Block 4, Southland Acres Unit No. 1, in Section 145, Block 2, A.B.&M. Survey, Randall County, Texas.

2) This item considers an Aviation Clear Zone Easement, being 5,150 feet above mean sea level above the plat of Southland Acres Unit No. 8, a suburban subdivision to the City of Amarillo, being a replat of a portion of Tract 24, Block 4, Southland Acres Unit No. 1, in Section 145, Block 2, A.B.&M. Survey, Randall County, Texas.

NON-CONSENT ITEMS:

ITEM 3A: Mayor Nelson presented the first reading of an ordinance rezoning a 1.34 acre tract of unplatted land, in Section 63, Block 9, B.S.&F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District (Vicinity: Town Square Boulevard and Soncy Road.) Mayor Nelson opened a public hearing. There were no comments. Mayor Nelson closed the public hearing. This item was presented by Cris Valverde, Assistant Director of Planning and Development Services. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Sauer:

ORDINANCE NO. 7847

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SPRUCE STREET AND SOUTHEAST 21 AVENUE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3B: Mayor Nelson presented the first reading of an ordinance rezoning Lots 1 through 6, Block 3, Lee Green's Addition, in Section 154, Block 2, A.B.&M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Light Industrial District to Manufactured Home District. (Vicinity: Spruce Street and Southeast 21 Avenue.) Mayor Nelson opened a public hearing. There were no comments. Mayor Nelson closed the public hearing. This item was presented by Cris Valverde, Assistant Director of Planning and Development Services. Mr. Miller stated this land was previously dedicated to Habitat for Humanity. Motion was made that the following captioned ordinance be passed on first reading by Councilmember Powell, seconded by Councilmember Smith:

ORDINANCE NO. 7848

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

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

ITEM 3C: Mayor Nelson presented a resolution confirming and continuing the Mayor's Declaration of Disaster through April 30, 2020. This item was presented by Bryan

McWilliams, City Attorney. Motion was made that the following captioned resolution be passed by Councilmember Hays , seconded by Councilmember Powell:

RESOLUTION 04-14-20-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO
CONFIRMING AND CONTINUING THE MAYOR'S FIRST AMENDED
DECLARATION OF DISASTER; PROVIDING A REPEALER CLAUSE;
PROVIDING FOR AN EFFECTIVE DATE.

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

ITEM 3D: Mayor Nelson presented an item approving an interlocal cooperation contract between the Texas Department of State Health Services (DSHS) and the City of Amarillo for support of the Coronavirus 2019 (COVID-19) response in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response from the Centers of Disease Control and Prevention (CDC). This item was presented by Casie Stoughton, Director of Public Health. Mr. Miller stated the amount has increased to \$617,620.00. These additional funds will be used for the COVID-19 crisis. The monies do have limitations on how they can be spent. Ms. Stoughton explained these funds would be used to offset costs such as the ASL interpreter, testing supplies, and other various COVID-19 related items. Motion was made that this item be approved by Councilmember Powell in the amount of \$617,620.00 and seconded by Councilmember Smith.

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

ITEM 4: Mr. McWilliams advised at 4:04 p.m. that the City Council would convene in Executive Session per Texas Government Code: 1) Section 551.072 – Discuss the purchase, exchange, lease, sale, or value of real property and public discussion of such would not be in the best interests of the City's bargaining position: (a) Discuss property located within the Tax Increment Reinvestment Zone #1 Boundary. 2) Section 551.087 - Deliberation regarding economic development negotiations; discussion of commercial or financial information received from an existing business or business prospect with which the city is negotiating for the location or retention of a facility, or for incentives the city is willing to extend, or financial information submitted by the same: (a) Discussion regarding commercial or financial information received from a business prospect and/or to deliberate the offer of a financial or other incentive to a business prospect: •Project # 19-07-02 (Manufacturing).

Mr. McWilliams announced that the Executive Session was adjourned at 4:46 p.m. and recessed the Work Session.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 21st day of April 2020, the Amarillo City Council met at 1:00 p.m. for a work session meeting held via conference and in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

GINGER NELSON
ELAINE HAYS
FREDA POWELL
EDDY SAUER
HOWARD SMITH

MAYOR
COUNCILMEMBER NO. 1
MAYOR PRO TEM/COUNCILMEMBER NO. 2
COUNCILMEMBER NO. 3
COUNCILMEMBER NO. 4

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

JARED MILLER
MICHELLE BONNER
BRYAN MCWILLIAMS
STEPHANIE COGGINS
FRANCES HIBBS

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

The invocation was given by Fire Chief Jason Mays.

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

ITEM 1:

- A. Review agenda items for regular meeting and attachments;
- B. Coronavirus Update;
- C. Budget Presentation; and
- D. Request future agenda items and reports from City Manager.

NON-CONSENT ITEMS:

ITEM 2: Mayor Nelson stated the Executive Session was not needed today. She advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor



Meeting Date	April 28, 2020	Council Priority	Regular Agenda Item – Public Hearing
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Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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Agenda Caption

Second and final reading of an ordinance rezoning a 1.34 acre tract of unplatted land, in Section 63, Block 9, B.S.& F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District (Vicinity: Town Square Blvd. & Soncy Rd.)

Agenda Item Summary

Adjacent land use and zoning

The adjacent zoning consists of Agricultural District in all directions.

Adjacent land use consists of TXDOT right-of-way to the east and undeveloped land in all other directions.

Analysis

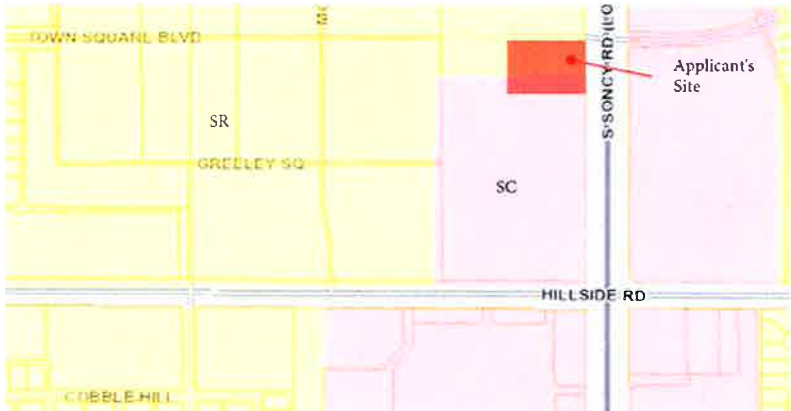
The applicant is requesting rezoning from Agricultural District to General Retail District in order to develop the land with retail related land uses.

The Planning and Zoning Commission’s analysis of zoning change request begins with referring to the Comprehensive Plan’s Future Land Use and Character Map, what impact on area existing zoning and development patterns the request poses, as well as its conformity of the Neighborhood Unit Concept (NUC) of Development.

The Neighborhood Unit Concept of Development calls for more intensive uses such as retail, office, and multi-family development to be located at or near Section Line Arterial intersections. This particular tract is located north of such an intersection (Hillside Road and Soncy Road) and along one of Amarillo’s more travelled commercial corridors; whereby much of the nearby land is either commercially zoned or developed. Considering this and the fact that mixed use activities are west of the site, the Planning and Zoning Commission is of the opinion that appropriate transitions are in place as far as zoning and land use westward will be provided.

Regarding the Future Land Use and Character Map, the recommended development type for this tract is both Suburban Residential (SR) and Suburban Commercial (SC). Suburban Residential is for the north portion and Suburban Commercial is for the south portion.

Since these recommended development types were established, Townsquare Blvd has been dedicated further north of the limits of Suburban Commercial. Considering this site is partially in both, Planning Commissioners believe that allowing retail activities up to Townsquare Blvd is appropriate and is not that significant of a departure from the future land use map. (see illustration below).



Taking all of the above into account, the Planning and Zoning Commission is of the opinion that the proposed rezoning is in character with prevailing development and zoning patterns along Soncy Rd. and as such, will not have any detrimental impacts.

Requested Action/Recommendation

Notices have been sent to property owners within 200 feet regarding this proposed rezoning request. At the time of this writing, the Planning Department has not received any comments regarding this rezoning request.

Considering all the above, the Planning and Zoning Commission recommends **APPROVAL** as presented

ORDINANCE NO. 1847

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF TOWN SQUARE BOULEVARD AND SONCY ROAD, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, after a public hearing before the Planning and Zoning Commission for proposed zoning changes on the property hereinafter described, the Commission filed its final recommendation and report on such proposed zoning changes with the City Council; and

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

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

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

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

SECTION 2. The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

Rezoning of a 1.34 acre tract of unplatted land, in Section 63, Block 9, B.S. & F. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District and being further described below:

A 1.34 acre tract or parcel of land out of that certain tract or parcel of land as conveyed to Stanley Marsh IV, Elizabeth Marsh Davidson, as co-trustees of the Emeline Bush O'Brien/Marsh Trust by instrument and filed in Clerk's File No. 2018001730, Official Public Records of Randall County, Texas, said 1.34 acre tract having been surveyed by Geospatial Data, Inc. on August 22, 2019 and being more particularly described as follows:

Point of Beginning is an aluminum monument found (Gresham) for the intersection of the apparent West Right-Of-Way (R-O-W) line of Loop 335 as filed for record in Volume 757, Page 272, Deed Records, Randall County, Texas and the South line of that certain tract or parcel of land as conveyed to PDUB Land Holdings, LTD. by instrument and recorded in Clerk's File No. 2013011485, Official Public Records of Randall County, Texas, (AKA Town Square Boulevard) same being the Northeast corner of this tract, whence a 1/2 inch iron rod found for the Northeast corner of said

PDUB tract bears N 00° 09' 28" W - 100.00 feet;

Thence S 00° 09' 28" E on said apparent West R-O-W line of Loop Highway 335 for a distance of 195.00 feet to a 1/2 inch iron rod with cap stamped "GDI-AMARILLO" set for the Southeast corner of this tract, whence an aluminum monument found (Gresham) for the Northeast corner of that certain tract or parcel of land as conveyed to JM-AM by instrument and filed in Clerk's File No. 2015019298, Official Public Records of Randall County, Texas, bears S 00° 09' 28" E - 528.17 feet;

Thence S 89° 50' 32" W for a distance of 300.00 feet to a 1/2 inch iron rod with cap stamped "GDI-AMARILLO" set for the Southwest corner of this tract;

Thence N 00° 09' 28" W for a distance of 195.00 feet to a 1/2 inch iron rod with cap stamped "GDI-AMARILLO" set on said South line of PDUB Land Holdings, LTD., (AKA Town Square Boulevard) for the Northwest corner of this tract, whence an aluminum cap found (Gresham) bears S 89° 50' 32" W - 360.52 feet;

Thence N 89° 50' 32" E on said South line of PDUB Land Holdings, LTD., (Town Square Boulevard) for a distance of 300.00 feet to the Point of Beginning.

Said tract contains 1.34 acres of land, more or less.

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

SECTION 4. All ordinances and resolutions or parts thereof that conflict with this Ordinance are hereby repealed, to the extent of such conflict.

SECTION 5. This ordinance shall become effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 14th day of April, 2020 and **PASSED** on Second and Final Reading on this the 28th day of April, 2020.

Ginger Nelson, Mayor

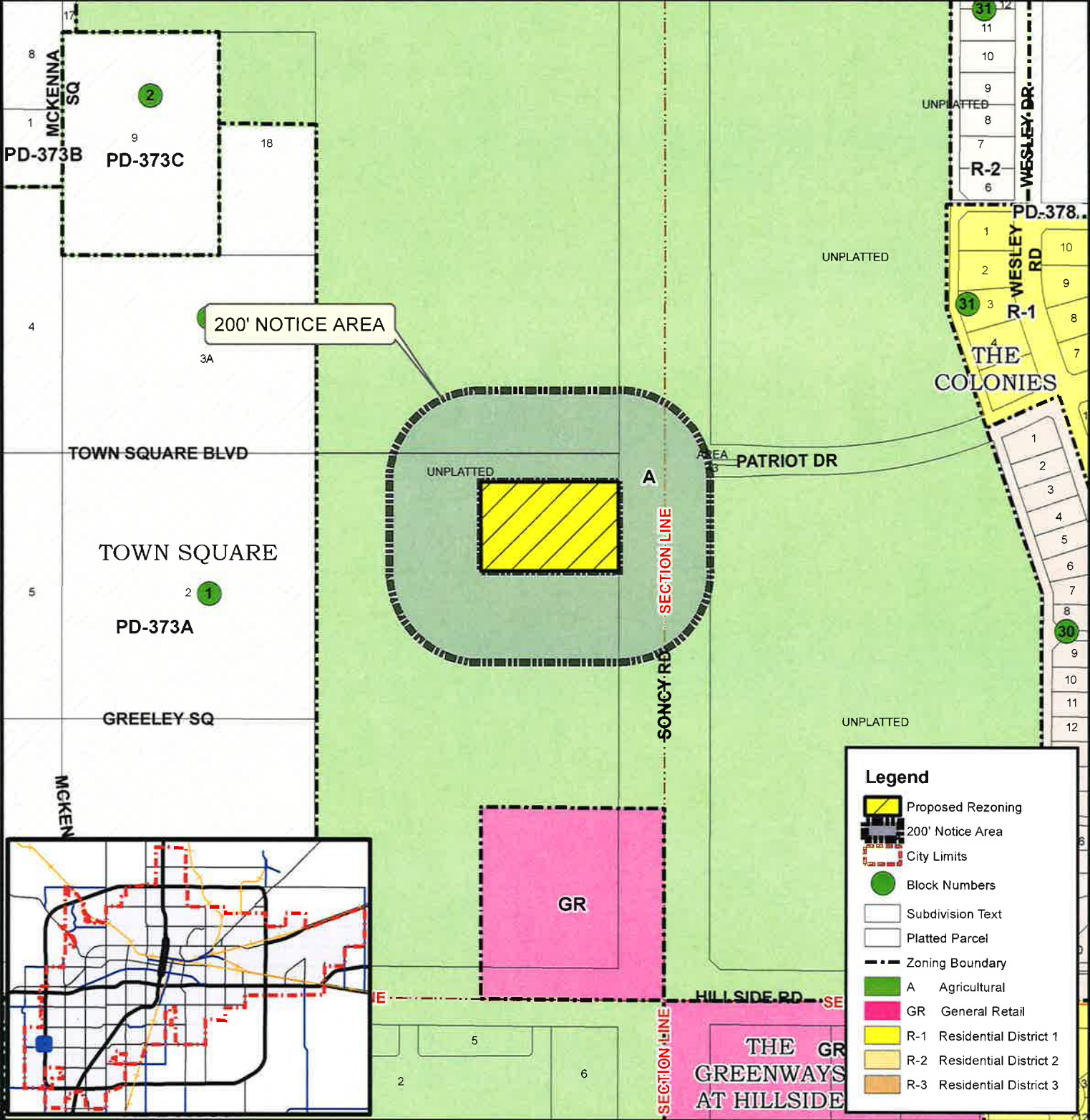
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

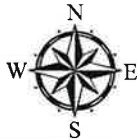
Bryan McWilliams,
City Attorney

REZONING FROM A TO GR



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 300 feet
Date: 3/6/2020
Case No: Z-20-07



Rezoning of a 1.34 acre tract of unplatted land, in Section 63, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District

Applicant: Stan Marsh for Emeline Bush O' Brien/Marsh Trust

Vicinity: Town Square Boulevard and Soncy Road

AP: H-15

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.



Meeting Date	April 28, 2020	Council Priority	Regular Agenda Item – Public Hearing
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Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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Agenda Caption

Second and final reading of an ordinance Rezoning of Lots 1 through 6, Block 3, Lee Green's Addition, in Section 154, Block 2, A.B. & M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Light Industrial District to Manufactured Home District.

VICINITY: Spruce Street and SE 21st Avenue

Agenda Item Summary

The adjacent zoning consists of Light Industrial Zoning District to the north and west, Manufactured Home District to the east and a combination of Light Industrial and Manufactured Home District to the south.

Adjacent land use consists of the GTM Manufacturing facility and a City of Amarillo transfer station to the west as well as a combination of light industrial and residential uses in all other directions.

Proposal

The applicant is requesting rezoning from Light Industrial District to Manufactured Home District in order to develop the six lots with single-family detached homes.

Analysis

Analysis of a zoning change request begins with referring to the Comprehensive Plan's Future Land Use and Character Map, what impact on area existing zoning and development patterns may result, as well as its conformity of the Neighborhood Unit Concept (NUC) of Development.

Regarding the Future Land Use and Character Map, the recommended development type for these tracts is General Residential. General Residential characteristics are primarily for single-family detached homes and as such, Planning Commissioners believe that the applicant's proposed rezoning request conforms to the type of development with single-family residences planned.

This particular area of Amarillo has not developed in accordance with the NUC and as such, is a mix of residential and non-residential development, with residential being the predominate land use east of Spruce street. As such and considering the above development pattern and recommended development type, allowing single-family homes to develop is in line with established development patterns east of Spruce St.

Taking all of the above into account, Commissioners are of the opinion that the proposed rezoning is a logical continuation of the predominate development and zoning pattern east of Spruce St.

Requested Action/Recommendation

Notices have been sent to property owners within 200 feet regarding this proposed rezoning request. At the time of this writing, the Planning Department has not received any comments regarding this rezoning request.

Considering all the above, Planning Commissioners recommends APPROVAL as presented.

Taking all of the above into account, the Planning and Zoning Commission is of the opinion that the proposed rezoning is in character with prevailing development and zoning patterns along Soncy Rd. and as such, will not have any detrimental impacts.

Requested Action/Recommendation

Notices have been sent to property owners within 200 feet regarding this proposed rezoning request. At the time of this writing, the Planning Department has not received any comments regarding this rezoning request.

Considering all the above, the Planning and Zoning Commission recommends **APPROVAL** as presented

ORDINANCE NO. 7848

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF NANCY SPRUCE STREET AND SE 21ST AVENUE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, after a public hearing before the Planning and Zoning Commission for proposed zoning changes on the property hereinafter described, the Commission filed its final recommendation and report on such proposed zoning changes with the City Council; and

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

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

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

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

SECTION 2. The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

Rezoning of Lots 1 through 6, Block 3, Lee Green's Addition, in Section 154, Block 2, A.B. & M. Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Light Industrial District to Manufactured Home District.

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

SECTION 4. All ordinances and resolutions or parts thereof that conflict with this Ordinance are hereby repealed, to the extent of such conflict.

SECTION 5. This Ordinance shall become effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the 14th day of April, 2020 and **PASSED** on Second and Final Reading on this the 28th day of April, 2020.

Ginger Nelson, Mayor

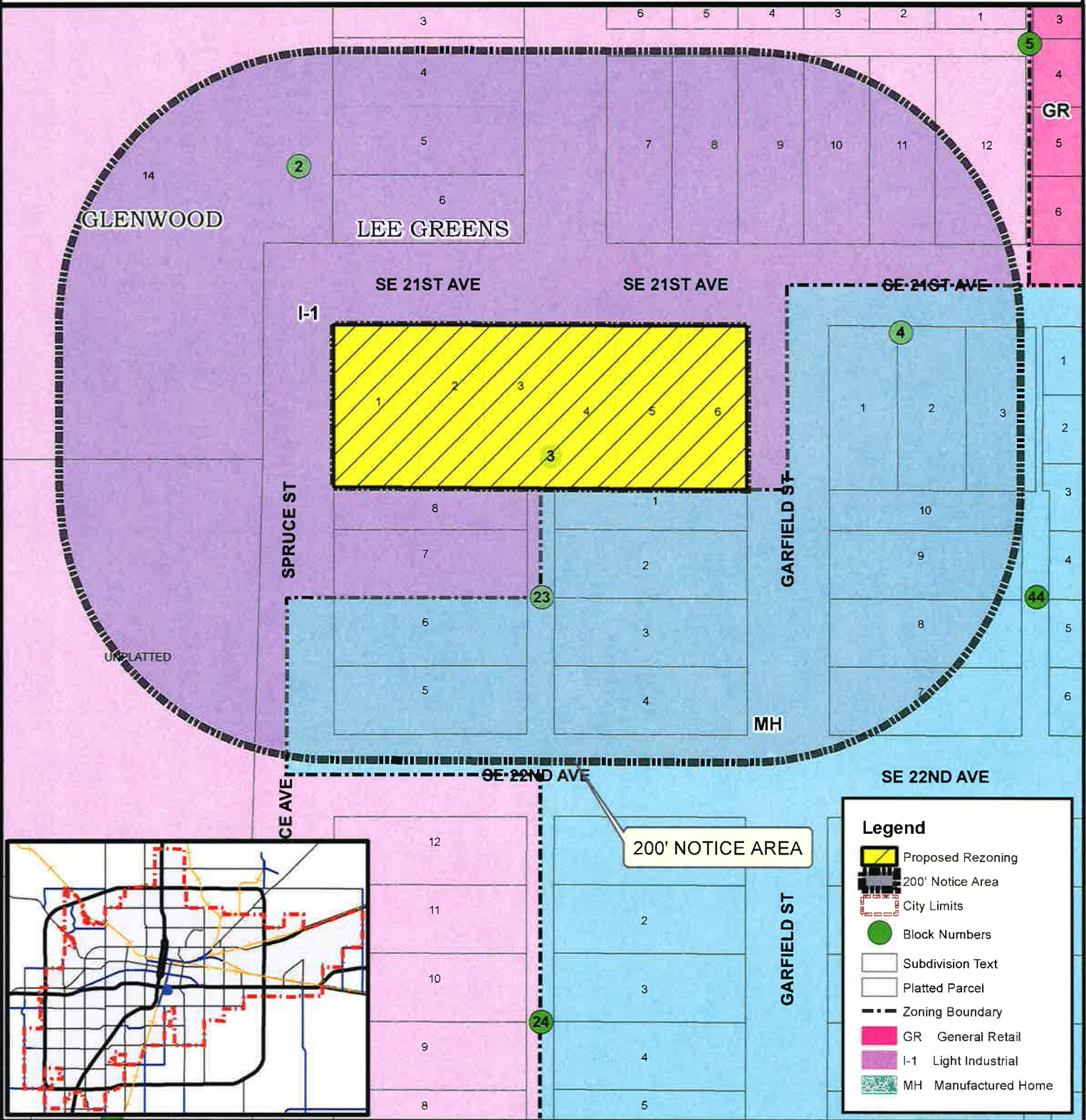
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

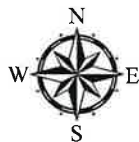
Bryan McWilliams,
City Attorney

REZONING FROM I-1 TO MH



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1 inch = 100 feet
Date: 3/3/2020
Case No: Z-20-06



Rezoning of Lots 1 through 6, Block 3, Lee Green's Addition, in Section 154, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Light Industrial District to Manufactured Home District.

Applicant: Amarillo Habitat for Humanity, Inc.
Vicinity: Spruce Street and SE 21st Avenue

AP: O-13

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D



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	April 28, 2020	Council Priority	Civic Pride
Department	Women, Infants, and Children (WIC) Nutrition		
Contact	Margaret Payton, WIC Director		

Agenda Caption

CONSIDER APPROVAL OF THE FY2020 CONTRACT AMENDMENT FOR WOMEN, INFANTS, AND CHILDREN (WIC) NUTRITION PROGRAM SERVICES
(Contact: Margaret Payton, WIC Director)
This item is a contract amendment to provide an amount not to exceed \$2,010,179 of reimbursement from the State Department of Health and Human Services (HHSC) for WIC Nutrition Program services. The FY 2020 contract period is from October 1, 2019 through September 30, 2020.

Agenda Item Summary

WIC nutrition services are reimbursed through grant funds provided through the HHSC. The current contract to provide WIC nutrition services was effective on October 1, 2016 with a current contract amount of \$6,735,918. This FY2020 contract amendment is for a period from July 1, 2020 through September 30, 2020 in an amount not to exceed \$2,010,179.

Requested Action

To approve the FY2020 Contract Amendment for Women, Infants, and Children (WIC) Nutrition Program Services in an amount not to exceed \$2,010,179.

Funding Summary

The HHSC WIC Nutrition Program services contract amendment for FY2020 is in an amount not to exceed \$2,010,179 for the grant period of October 1, 2019 through September 30, 2020. The current grant contract was effective on October 1, 2016 with a current total contract amount of \$6,735,918 through FY2020.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of the FY2020 contract amendment for WIC Nutrition Program Services in an amount not to exceed \$2,010,179, authorizing City Management to execute contract documents.

**HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT NO. 2017-049839-001**

AMENDMENT NO. 6

The Health and Human Services Commission ("HHSC" or "System Agency") and City of Amarillo ("Grantee"), collectively referred to as "Parties" to HHSC Contract No. 2017-049839-001 effective October 1, 2016 ("Contract"), now want to amend the Contract further. The Contract falls under the auspices of the Special Supplemental Nutrition Program for Women, Infants, and Children (the "WIC Program").

Whereas, the WIC Program is fully-funded by federal dollars;

Whereas, the federal fiscal year (FFY) runs from October 1st of one year through September 30th of the following year;

Whereas, HHSC wants to increase the amount payable under the Contract for FFY 2020;

Whereas, HHSC wants to revise the Statement of Work, with respect to the rate that Grantee earns for each WIC Program participant served; and

Whereas, HHSC's rate adjustment will increase the contracted amount for FFY 2020 by \$433,720.00.

The Parties therefore agree as follows:

1. Article IV of the Contract Signature Page, Budget, is hereby deleted and replaced in its entirety with the following:

The total amount of this Contract shall not exceed \$6,735,918.00. Of this amount:

- a. \$1,568,445.00 is allocated toward FFY 2017;
- b. \$1,543,420.00 is allocated toward FFY 2018;
- c. \$1,613,874.00 is allocated toward FFY 2019; and
- d. \$2,010,179.00 is allocated for FFY 2020.

Grantee shall comply with all the requirements enumerated in Attachment A–Statement of Work.

2. The first sentence in Attachment A–Statement of Work, Article III(E) is hereby deleted and replaced in its entirety with the following:

For FFY 2020, Grantee shall earn administrative funds at the rate of \$16.31 for each participant served by WIC.

3. This Amendment shall be effective July 1, 2020 or on the date of the last signature below, whichever comes later.

4. Except as modified by this Amendment, all terms and conditions of the Contract shall remain in effect.
5. Any further revision to the Contract shall be by written agreement of the Parties.

Signature Page Follows

Remainder of page intentionally left blank

SIGNATURE PAGE FOR AMENDMENT NO. 6
HHSC CONTRACT NO. 2017-049839-001

**HEALTH AND HUMAN SERVICES
COMMISSION**

CITY OF AMARILLO

By: _____

Name: Jared Miller

Title: City Manager

Date of Execution: _____

Date of Execution: _____



Certificate Of Completion

Envelope Id: 702AF5032965497A976254B4A5A2205D
Subject: Amending \$6,735,918.00; 2017-049839-001; City of Amarillo A-6; MSS/HDIS/HDS/WIC
Source Envelope:
Document Pages: 11 Signatures: 0
Certificate Pages: 2 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
Texas Health and Human Services Commission
1100 W. 49th St.
Austin, TX 78756
PCS_DocuSign@hhsc.state.tx.us
IP Address: 99.159.83.69

Record Tracking

Status: Original
4/7/2020 8:31:34 AM

Holder: Texas Health and Human Services
Commission
PCS_DocuSign@hhsc.state.tx.us

Location: DocuSign

Signer Events

Trey Wood
trey.wood@hhsc.state.tx.us
Chief Financial Officer
Texas Health and Human Services
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signature

Completed

Using IP Address: 72.182.18.223

Timestamp

Sent: 4/7/2020 8:33:37 AM
Viewed: 4/15/2020 11:33:50 PM
Signed: 4/15/2020 11:33:52 PM

Jared Miller
jared.miller@amarillo.gov
City Manager
City of Amarillo
Security Level: Email, Acc
(None)

Sent: 4/15/2020 11:33:54 PM
Viewed: 4/16/2020 10:30:44 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Andy Marker
Edward.Marker@hhsc.state.tx.us
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Karen Ray
Karen.Ray@hhsc.state.tx.us
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dee Adams Budgewater
Dee.Budgewater@hhsc.state.tx.us
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events Ellen Watkins Ellen.Watkins@hhsc.state.tx.us WIC Program Services Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Status COPIED	Timestamp Sent: 4/7/2020 8:33:37 AM
HHSC FS Budget Contracts FS_BudgetContracts@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/7/2020 8:33:37 AM Viewed: 4/7/2020 3:33:20 PM
Krisandra Wilson krisandra.wilson@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/7/2020 8:33:37 AM
Cynthia Wright cynthia.wright@hhsc.state.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/7/2020 8:33:37 AM Viewed: 4/8/2020 2:47:28 PM
Margaret Payton margaret.payton@amarillo.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/15/2020 11:33:54 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events Envelope Sent	Status Hashed/Encrypted	Timestamps 4/15/2020 11:33:54 PM
Payment Events	Status	Timestamps

E



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	April 28, 2020	Council Priority	Economic Development
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Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services
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Agenda Caption

APPROVAL OF LEASE EXTENSION BETWEEN THE CITY OF AMARILLO AND GTM MANUFACTURING, LLC FOR USE OF THE FORMER BEN E. KEITH DISTRIBUTION CENTER PROPERTY:

This item is for an extension of an expiring property lease between the City and GTM Manufacturing, LLC (GTM) for a portion of the former Ben E. Keith Distribution Center property at Interstate 40 and South Spruce Street. The extension would be through July 31, 2020.

Agenda Item Summary

The City Council approved an extension to this lease in September 2019 to allow GTM through May 31, 2020 to finalize their relocation plans. Due to COVID, it has made it more difficult for GTM to finalize their move so they have requested an additional 60 days.

Background

The City acquired this property in 2007 for future expansion of the adjoining existing City of Amarillo Service Center. At that time, the City did not need to move in to the building and decided to lease it to Amarillo Economic Development Corporation (AEDC) for short-term use related to economic development and new business job creation. The building is approximately 81,916 square feet.

After entering into the lease with AEDC in April 2007, AEDC sub-leased the property to GTM in May 2007 for a 123-month term. This lease expired in August 2017 and GTM was on a month-to-month lease. The City had plans to convert the building to city operations in the near future, so it was recommended the City should lease directly to GTM for any remaining time period needed.

The City and GTM entered into a new two-year lease on October 31, 2017. Set to expire on October 31, 2019, the City was not ready to start improvements for city operations in the building, and GTM needed additional time to finalize their relocation plans. The City Council approved a seven-month extension through May 31, 2020 to accommodate both parties.

Requested Action

Approval of Lease

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

LEASE ADDENDUM No. 2

This Addendum No. 2 amends, in part, that certain Lease Agreement that was signed and effective on or about October 31, 2017, by and between the City of Amarillo, a municipal corporation (as LESSOR), and GTM Manufacturing, LLC (as LESSEE), (and supersedes Addendum No. 1) to now read as follows:

[Deleted text is shown by strikeout and new text by underline]

* * *

2. TERM. The term of this LEASE shall be for two (2) years and shall begin on the latter of the signature dates below and terminate two (2) years from such signature date on this document. Pursuant to the preceding sentence, this LEASE term was to expire on October 31, 2019 (and Addendum No. 1 extended that date to May 31, 2020), but the parties now agree to amend and extend the expiration date of this LEASE term to now expire at 11:59 p.m. Central Time on July 31, 2020.

* * * *

Except as specifically amended herein, all other terms, conditions, obligations, rights, and provisions of the above described agreement remain in full force and effect.

Signed and effective this _____ day of _____, 2020.

GTM MANUFACTURING, LLC

CITY OF AMARILLO, TEXAS

By: _____
Ken Kelley, Manager

By: _____
Jared Miller, City Manager

ATTEST:

By: _____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

By: _____
Amarillo City Attorney's Office

Amarillo City Council

Agenda Transmittal Memo



F

Meeting Date	April 28, 2020	Council Priority	Economic Development/Redevelopment
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Department	Planning and Development Services	Contact Person	Andrew Freeman, Director of Planning and Development Services
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Agenda Caption

APPROVAL OF AN ADDENDUM BETWEEN THE CITY OF AMARILLO AND WAIWAI PROPERTIES, LLC FOR A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT FOR AN APARTMENT COMPLEX REHABILITATION PROJECT LOCATED AT 1200 N. MONROE:

This item is for an addendum of a current Chapter 380 agreement with Waiwai Properties, LLC for the rehabilitation of an existing apartment complex located at 1200 N. Monroe. The extension would be through December 31, 2021.

Agenda Item Summary

Due to the uncertainties surrounding COVID, Waiwai has been unable to begin construction on a timely basis and will not be able to complete the project in the required timeframe. Waiwai has requested that the date to receive a certificate of occupancy be extended to December 31, 2021.

Background

City staff was contacted by the new owners of an existing dilapidated apartment complex, located at 1200 N. Monroe, which is within the North Heights Neighborhood Plan boundary. WaiWai Properties, LLC purchased the property October 2018.

The apartment formerly known as Amarillo Villas is a distressed, vandalized and condemned apartment building, which is a public nuisance in the neighborhood, and has been vacant since 2015. WaiWai's proposal is to restore the property to provide affordable housing to 46 families. This would benefit the neighborhood by eliminating blight and providing updated housing at the same time. Which would also help meet the North Height Neighborhood Plan goal of creating a neighborhood comprised of high quality, well-maintained, mixed income housing that accommodates families and individuals, achieved through the redevelopment of vacant and unused properties.

Due to the difficulty to finance rehabilitation loans for a project of this size and scope, the applicant has requested a property tax waiver of 100% for 10 years after project completion, as well waiver of city related fees for administrative review of the project and tap fees. The value of the incentive is approximately \$36,000 overall. This is based on a \$900,000 construction value and a possible Potter-Randall County Appraisal District assessed value of \$800,000. Tax rebates would adjust annually based on the PRAD value and current city tax rate.

The original agreement was approved by City Council in March 2019.

Requested Action

Request City Council approve the addendum as presented

Funding Summary

N/A – all funding is via waivers or rebates for the project

Community Engagement Summary

Redevelopment of this site is in line with the North Heights Neighborhood Plan and has been discussed by the Neighborhood Plan Oversight Committee

Staff Recommendation

Staff recommends approval as presented

380 AGREEMENT ADDENDUM No. 1

This Addendum No. 1 amends, in part, that certain 380 Agreement that was signed and effective on or about April 3, 2019, by and between the City of Amarillo, a municipal corporation, and WAIWAI PROPERTIES LLC (as “Company”), as follows:

* * *

In subsection (1) of **Sec. 5, Obligations of Company**, the date by which the Improvements (in the minimum amount of \$900,000.00) will be completed and Company receives a Certificate of Occupancy is now extended from December 31, 2020 to the close of business on December 31, 2021, notwithstanding any other provision in the Agreement that might be construed to limit the length of this extension.

* * * *

Except as specifically amended herein, all other terms, conditions, obligations, rights, and provisions of the above described agreement remain in full force and effect.

Signed and effective this _____ day of _____, 2020.

WAIWAI PROPERTIES, LLC
a Texas limited liability company

CITY OF AMARILLO, TEXAS

By: _____
Stacy D. Spencer, Managing Member

By: _____
Jared Miller, City Manager

ATTEST:

By: _____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

By: _____
Amarillo City Attorney’s Office



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	April 28, 2020	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas		

Agenda Caption

Consider for Approval – Change Order No. 2 – Bid No. 6153/Project No. 530033 - FY 2017-2021
Community Investment Program: FY 2017-2018 Sewer Main Rehabilitation by Pipe Bursting – Various
Locations – PM Construction & Rehab, LLC dba IPR South Central LLC

Original Contract Amount	\$ 1,886,030.00
Previous Change Order	\$ 174,400.00
<u>This Change Order No. 2</u>	<u>\$ 24,084.00</u>
Revised Contract Amount	\$ 2,084,514.00

Agenda Item Summary

This item is to consider approval of Change Order No. 2, which includes the additional replacement of a sewer main at SW 3rd and Georgia St that was identified during the course of the project.

Requested Action

Consider approval of Change Order No. 2 to PM Construction’s contract.

Funding Summary

Funding for this project is available in the Project Budget Number 530033.17400.2040. This project was approved in the FY 2017–2021 Community Investment Program Budget. This project is funded from the water and sewer revenue bonds issued in May 2017.

Community Engagement Summary

This change order will have Level 1, modest impact on this select area. City staff will update the public with a press release when this work occurs.

Staff Recommendation

City Staff is recommending approval of Change Order No. 2.

To be awarded as one lot	PM CONSTRUCTION & REHAB,LLC DBA IPR SOUTH CENTRAL, LLC	VORTEX TURNKEY SOLUTIONS	HORSESHOE CONSTRUCTION INC	T CONSTRUCTION, LLC	TEXAS PRIDE UTILITIES, LLC	AMARILLO UTILITY CONTRACTORS
Line 1 Mobilization / Demobilization including Insurance, Payment Bond, Performance Bond, Maintenance Bond, and related Ancillary Costs. (Shall not exceed five percent (5%) of the Total Construction Cost) (COA 10.01), per specification						
1 L.S.						
Unit Price	\$35,000.000	\$34,000.000	\$50,000.000	\$97,000.000	\$80,000.000	\$125,000.000
Extended Price	35,000.00	34,000.00	50,000.00	97,000.00	80,000.00	125,000.00
Line 2 Furnish, Install, And Maintain Temporary Erosion, Sediment, And Water Pollution Control Measures In Compliance With Federal, State, And Local Requirements, per specifications						
1 L.S.						
Unit Price	\$5,000.000	\$5,000.000	\$1,000.000	\$12,200.000	\$5,000.000	\$2,000.000
Extended Price	5,000.00	5,000.00	1,000.00	12,200.00	5,000.00	2,000.00
Line 3 Furnish, Install, and Maintain Traffic Safety and Control System, Meeting or Exceeding the Texas Manual on Uniform Traffic Control Devices, per specifications						
1 L.S.						
Unit Price	\$12,500.000	\$10,000.000	\$10,000.000	\$25,000.000	\$20,000.000	\$30,000.000
Extended Price	12,500.00	10,000.00	10,000.00	25,000.00	20,000.00	30,000.00
Line 4 Furnish and Install 6" HDPE SS Pipe by the Pipebursting Method, per specifications						
31,220 L.F.						
Unit Price	\$29.000	\$30.000	\$32.000	\$36.000	\$38.000	\$36.000
Extended Price	905,380.00	936,600.00	999,040.00	1,123,920.00	1,186,360.00	1,123,920.00
Line 5 Furnish and Install 8" HDPE SS Pipe by the Pipebursting Method,, per specifications						
16,540 L.F.						
Unit Price	\$30.000	\$34.000	\$35.000	\$36.000	\$38.000	\$41.000
Extended Price	496,200.00	562,360.00	578,900.00	595,440.00	628,520.00	678,140.00

To be awarded as one lot	PM CONSTRUCTION & REHAB,LLC DBA IPR SOUTH CENTRAL, LLC	VORTEX TURNKEY SOLUTIONS	HORSESHOE CONSTRUCTION INC	T CONSTRUCTION, LLC	TEXAS PRIDE UTILITIES, LLC	AMARILLO UTILITY CONTRACTORS
Line 6 Furnish and Install Reopening of (4") Taps, per specifications 1,203 ea						
Unit Price	\$350.000	\$346.000	\$375.000	\$597.000	\$600.000	\$675.000
Extended Price	421,050.00	416,238.00	451,125.00	718,191.00	721,800.00	812,025.00
Line 7 Furnish and Install Wastewater Access Chamber, per specifications 1 ea						
Unit Price	\$2,400.000	\$2,500.000	\$750.000	\$2,500.000	\$3,000.000	\$3,500.000
Extended Price	2,400.00	2,500.00	750.00	2,500.00	3,000.00	3,500.00
Line 8 Furnish and Install Six (6") Inch Sewer Pipe, 4'-6' Depth , per specifications 60 L.F.						
Unit Price	\$100.000	\$45.000	\$95.000	\$120.000	\$100.000	\$120.000
Extended Price	6,000.00	2,700.00	5,700.00	7,200.00	6,000.00	7,200.00
Line 9 Furnish and Install Six (6') Foot Diameter Standard Manhole at Depth shown on Plans, per specifications 1 ea						
Unit Price	\$2,500.000	\$14,000.000	\$16,500.000	\$5,850.000	\$4,000.000	\$16,000.000
Extended Price	2,500.00	14,000.00	16,500.00	5,850.00	4,000.00	16,000.00
Bid Total	1,886,030.00	1,983,398.00	2,113,015.00	2,587,301.00	2,654,680.00	2,797,785.00
Award to Vendor	1,886,030.00					
Change Order #1	174,400.00					
Change Order #2	24,084.00					
Revised Total	2,084,514.00					

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Amarillo City Council

Agenda Transmittal Memo



Meeting Date	April 28, 2020	Council Priority	Infrastructure Initiative
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Department	Capital Projects & Development Engineering
Contact	Matt Thomas, City Engineer

Agenda Caption

Consider Change Order #5 BID #5714/JOB # 560062: Arden Road Storm Sewer and Playa #7 Excavation – Phase I

Original Contract - \$2,418,171.41

Previous Change Orders - \$58,926.15

Change Order #5 - \$ 54,681.21.

Total Revised Contract - \$2,531,778.77

This item is to approve Change Order #5 to the contract for the Arden Road Storm Sewer and Playa #7 Excavation – Phase I. This proposed change order is for additional pumping due to heavy rainfall in October 2019 including approximately 6” over the course of a week in the area which required pumping the site for 23 days total.

Agenda Item Summary

Approval of Change order to contract for the Arden Road Storm Sewer and Playa #7 Excavation – Phase I for additional dewatering of site.

Requested Action

Consider approval of change order #5 to Williams Ditching, LLC - \$54,681.21.

Funding Summary

Funding for this project is available in the approved Capital Improvement Program Budget Number 560062.17400.1040.

Community Engagement Summary

This change order will have a minimum impact to the neighborhood. City staff will continually update the public with press releases and public announcements through social media before and during the project.

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 5714 Arden Road Storm Sewer and Playa #7 Excavation- Phase 1
Opened 4:00 p.m.,April 27, 2017

To be awarded by line item	Williams Ditching LLC	Holmes Construction Company	Spiess Construction Co Inc	L A Fuller & Sons Construction Ltd	D E Rice Construction Company Inc
Line 1 Construction Item - Layout and Survey to include slope staking, construction staking and other associated staking (COA 10.06) complete, per specifications					
1 ls					
Unit Price	\$120,293.000	\$17,200.00	\$30,000.000	\$41,630.00	\$40,000.000
Extended Price	120,293.00	17,200.00	30,000.00	41,630.00	40,000.00
Line 2 Excavation, regrading and channel grading to the slopes shown on the plans, (COA 4.02) complete, per specifications					
253,000 cy					
Unit Price	\$4.070	\$6.55	\$10.000	\$8.05	\$8.000
Extended Price	1,029,710.00	1,657,150.00	2,530,000.00	2,036,650.00	2,024,000.00
Line 3 Trenching, supplying, laying, joining, and backfilling fof sixty inch (60") HDPE storem sewer, (COA 5.052) installed complete, per specifications					
80 lf					
Unit Price	\$164.530	\$323.00	\$100.000	\$199.00	\$325.000
Extended Price	13,162.40	25,840.00	8,000.00	15,920.00	26,000.00

To be awarded by line item	Williams Ditching LLC	Holmes Construction Company	Spiess Construction Co Inc	L A Fuller & Sons Construction Ltd	D E Rice Construction Company Inc
Line 4 Furnish, install and maintain Traffic control Plan, (COA 9.04) complete, per specifications					
1 ls					
Unit Price	\$9,623.000	\$36,450.00	\$75,000.000	\$49,000.00	\$10,000.000
Extended Price	9,623.00	36,450.00	75,000.00	49,000.00	10,000.00
Line 5 Mobilization / Demobilization including Insurance, Payment Bond, Performance Bond, Maintenance Bond and related Ancillary Costs. (Shall not exceed five percent (5%) of the total construction cost(COA 10.01), per specifications					
1 ls					
Unit Price	\$104,949.860	\$131,100.00	\$175,000.000	\$128,040.00	\$65,300.000
Extended Price	104,949.86	131,100.00	175,000.00	128,040.00	65,300.00
Line 6 Remove Stab Base & Asph Pav (8" - 20"), complete, per specifications					
145 sy					
Unit Price	\$7.380	\$52.00	\$20.000	\$24.00	\$35.000
Extended Price	1,070.10	7,540.00	2,900.00	3,480.00	5,075.00

To be awarded by line item	Williams Ditching LLC	Holmes Construction Company	Spiess Construction Co Inc	L A Fuller & Sons Construction Ltd	D E Rice Construction Company Inc
Line 7 Furnish, haul, place and compact new fill, select material (PI<15). Material is to be placed in lifts not to exceed six inches (6") and compacted to 95% Proctor, (TxDOT Item No 132), complete, per specifications					
28 cy					
Unit Price	\$94.290	\$201.00	\$50.000	\$115.00	\$150.000
Extended Price	2,640.12	5,628.00	1,400.00	3,220.00	4,200.00
Line 8 Drill Seed (Perm)(Urban)(Clay), complete, per specifications					
115,000 sy					
Unit Price	\$0.120	\$0.60	\$0.500	\$0.65	\$0.150
Extended Price	13,800.00	69,000.00	57,500.00	74,750.00	17,250.00
Line 9 Sediment control, Soil Retention Blanket, (Flexible Channel Liner) (Class 2 Type F), (TxDOT Item No 169) installed complete per specifications					
31,000 sy					
Unit Price	\$0.770	\$0.76	\$0.500	\$1.20	\$2.000
Extended Price	23,870.00	23,560.00	15,500.00	37,200.00	62,000.00
Line 10 FL BS (CMP in PLC)(TY A or B)(GR 4)(12") complete, per specifications					
145 sy					
Unit Price	\$31.760	\$83.45	\$15.000	\$38.00	\$66.000
Extended Price	4,605.20	12,100.25	2,175.00	5,510.00	9,570.00

To be awarded by line item	Williams Ditching LLC	Holmes Construction Company	Spiess Construction Co Inc	L A Fuller & Sons Construction Ltd	D E Rice Construction Company Inc
Line11 D-GR HMA (SQ) TY-B PG64-22, (TxDOT Item No 3267) complete per specifications					
34 Ton					
Unit Price	\$104.060	\$302.00	\$100.000	\$443.00	\$220.000
Extended Price	3,538.04	10,268.00	3,400.00	15,062.00	7,480.00
Line 12 D-GR HMA (SQ) Ty-D PG64-22,)TxDOT Item No 3267) complete, per specifications					
17 Ton					
Unit Price	\$270.060	\$300.00	\$100.000	\$670.00	\$440.000
Extended Price	4,591.02	5,100.00	1,700.00	11,390.00	7,480.00
Line 13 Trench Excavation Protection, compele, per specifications					
1,531 LF					
Unit Price	\$12.920	\$9.75	\$1.000	\$27.00	\$10.000
Extended Price	19,780.52	14,927.25	1,531.00	41,337.00	15,310.00
Line 14 RIPRAP (Conc)(4IN) complete, per specifications					
40 cy					
Unit Price	\$226.500	\$495.00	\$500.000	\$612.00	\$105.000
Extended Price	9,060.00	19,800.00	20,000.00	24,480.00	4,200.00
Line 15 RIPRAP (Stone Common (Dry))(18 IN) complete, per specifications					
16 CY					
Unit Price	\$206.940	\$215.00	\$75.000	\$220.00	\$280.000
Extended Price	3,311.04	3,440.00	1,200.00	3,520.00	4,480.00

To be awarded by line item	Williams Ditching LLC	Holmes Construction Company	Spiess Construction Co Inc	L A Fuller & Sons Construction Ltd	D E Rice Construction Company Inc
Line 16 Gabion Mattresses (Galvanized) (12 IN) (TxDOT Item No 459) installed complete , per specifications					
111 sy					
Unit Price	\$46.130	\$170.00	\$80.000	\$75.00	\$158.000
Extended Price	5,120.43	18,870.00	8,880.00	8,325.00	17,538.00
Line 17 Gabions (3'x3')(Galvanized), (TxDOT Item No 459) installed complete, per specifications					
5 cy					
Unit Price	\$115.000	\$490.00	\$200.000	\$385.00	\$295.000
Extended Price	575.00	2,450.00	1,000.00	1,925.00	1,475.00
Line 18 Conc Box Culv (6FT x 5 FT) complete , per specifications					
480 lf					
Unit Price	\$437.870	\$547.00	\$365.000	\$558.30	\$520.000
Extended Price	210,177.60	262,560.00	175,200.00	267,984.00	249,600.00
Line 19 Conc Box Culv (8 FT x 6 FT) complete , per specifications					
870 lf					
Unit Price	\$654.140	\$750.00	\$595.000	\$740.00	\$715.000
Extended Price	569,101.80	652,500.00	517,650.00	643,800.00	622,050.00
Line 20 RC PIPE (CL III)(36 IN) installed complete, per specifications					
72 lf					
Unit Price	\$174.170	\$217.00	\$80.000	\$131.00	\$216.000
Extended Price	12,540.24	15,624.00	5,760.00	9,432.00	15,552.00

To be awarded by line item	Williams Ditching LLC	Holmes Construction Company	Spiess Construction Co Inc	L A Fuller & Sons Construction Ltd	D E Rice Construction Company Inc
Line 21 RC Pipe (CL III)(42 IN)(TxDOT Item No 464) incstalled complete, per specifications					
72 If					
Unit Price	\$220.740	\$260.00	\$110.000	\$175.00	\$258.000
Extended Price	15,893.28	18,720.00	7,920.00	12,600.00	18,576.00
Line 22 Manhole (complete) (Junction Box) (Type 1) (TxDOT Item 465) installed complete, per specifications					
1 ea					
Unit Price	\$10,335.000	\$8,175.00	\$25,000.000	\$13,541.00	\$8,225.000
Extended Price	10,335.00	8,175.00	25,000.00	13,541.00	8,225.00
Line 23 Inlet (compl)(PADZ) (FG)(4 FT x 4 FT - 3 FT x 3 FT) complete per specifications					
2 ea					
Unit Price	\$5,660.000	\$4,625.00	\$7,500.000	\$4,961.00	\$4,360.000
Extended Price	11,320.00	9,250.00	15,000.00	9,922.00	8,720.00
Line 24 Wingwall (SW-0)(HW=14 ft)(Mod)(TxDOT Item No 466) installed complete, per specifications					
1 ea					
Unit Price	\$18,240.000	\$32,550.00	\$12,000.000	\$35,387.00	\$28,065.000
Extended Price	18,240.00	32,550.00	12,000.00	35,387.00	28,065.00

To be awarded by line item	Williams Ditching LLC	Holmes Construction Company	Spiess Construction Co Inc	L A Fuller & Sons Construction Ltd	D E Rice Construction Company Inc
Line 25 Remove Structure (Set) complete, per specifications 2 ea					
Unit Price	\$1,819.500	\$7,300.00	\$1,000.000	\$498.00	\$6,965.000
Extended Price	3,639.00	14,600.00	2,000.00	996.00	13,930.00
Line 26 Remove Structure (Pipe) complete, per specifications 90 lf					
Unit Price	\$36.900	\$14.00	\$30.000	\$7.50	\$10.000
Extended Price	3,321.00	1,260.00	2,700.00	675.00	900.00
Line 27 Construction exits (Install) (TY 1) complete, per specifications 156 sy					
Unit Price	\$15.810	\$55.00	\$40.000	\$23.00	\$22.500
Extended Price	2,466.36	8,580.00	6,240.00	3,588.00	3,510.00
Line 28 Wire Fence (TV C) complete , per specifications 900 lf					
Unit Price	\$11.500	\$8.50	\$25.000	\$9.50	\$8.000
Extended Price	10,350.00	7,650.00	22,500.00	8,550.00	7,200.00
Line 29 Initial Dewatering, complete, per specifications 1 ls					
Unit Price	\$43,270.000	\$71,000.00	\$225,000.000	\$501,100.00	\$67,210.000
Extended Price	43,270.00	71,000.00	225,000.00	501,100.00	67,210.00

To be awarded by line item	Williams Ditching LLC	Holmes Construction Company	Spiess Construction Co Inc	L A Fuller & Sons Construction Ltd	D E Rice Construction Company Inc
Line 30 Additional Pumping, complete, per specifications					
20 days					
Unit Price	\$2,046.870	\$3,250.00	\$1,000.000	\$2,950.00	\$1,500.000
Extended Price	40,937.40	65,000.00	20,000.00	59,000.00	30,000.00
Line 31 Additional Pumping Mobiliazation / Demobilization, complete , per specifications					
2 ea					
Unit Price	\$14,060.000	\$26,250.00	\$30,000.000	\$8,200.00	\$25,894.000
Extended Price	28,120.00	52,500.00	60,000.00	16,400.00	51,788.00
Line 32 Alternate Bid - Concrete RIPRAP (6") complete, per specifications					
2,400 sy					
Unit Price	\$28.650	\$58.50	\$50.000	\$76.80	\$315,000.000
Extended Price	68,760.00	140,400.00	120,000.00	184,320.00	756,000,000.00
Bid Total	2,418,171.41	3,420,792.50	4,152,156.00	4,268,734.00	759,446,684.00
Award to Vendor	2,418,171.41				
Change Order	7,916.78				
Change Order #2	4,882.39				
Change Order #3	49,124.88	Additional 59 Working Days			
Change Order #4	(2997.90)				
Change Order #5	54,681.21	Additional 60 Working Days			
Revised Total	2,531,778.77				





Amarillo City Council

Agenda Transmittal Memo



Meeting Date	April 28, 2020	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Matthew Thomas		

Agenda Caption

CONSIDER – Professional Services Agreement with Kimley-Horn and Associates, Inc. – Reconstruction of Western Street, Wallace Blvd, Hagy Blvd, and Port Lane, RFQ 15-19, Job 462048, in the amount of \$1,139,200.00

Agenda Item Summary

This item is to consider approval of the professional engineering services agreement for the design and construction phases of the Reconstruction of two arterial street corridors in Amarillo:

- Western Street from 49th Ave to 34th Ave.
- Wallace Blvd from Research St to Hagy Blvd, Hagy Blvd from Wallace Blvd to Amarillo Blvd, and Port Lane from Amarillo Blvd to Wolflin Ave.

Requested Action

Consider approval of agreement for execution by the City Manager.

Funding Summary

Funding for this project is available in the Project Budget Number 462048. Funding for this project was approved in the FY 16/17 thru 20/21 Community Investment Program as part of the annual arterial reconstruction projects. This project is funded with Proposition 1 bond funds.

Community Engagement Summary

The professional services agreement has a large community engagement component included. Due to the nature of the proposed construction, the affected public will be engaged with mailers, door-to-door meetings, one-on-one meetings, and public meetings, as appropriate for each stakeholder.

Staff Recommendation

City Staff is recommending approval of the agreement.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("OWNER") and Kimley-Horn and Associates, Inc. ("ENGINEER"). OWNER hereby engages ENGINEER to perform the following professional services.

OWNER hereby engages ENGINEER to perform the following professional engineering services for the design and construction of paving improvements along Western Street from 49th Street to 34th Street; Wallace Boulevard from Research Boulevard to Hagy Boulevard; Hagy Boulevard from Wallace Boulevard to BU IH-40; and Port Lane from BU IH-40 to Wolflin Avenue. ("Project").

The Scope of Work is more particularly set forth in Exhibit "A" attached to this Agreement and by this reference made a part of this Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between Exhibit "A" and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to accept as payment for the Project fees for the Design Phase, Bidding Phase and Construction Contract Administration Phase as shown in the attached Exhibit "B" to this Agreement and by this reference made a part of the Agreement.

II.

ENGINEER will submit monthly billings based on the design and construction progress of the Project. ENGINEER's billings will be in writing and of sufficient detail to fully identify the work performed to date of billing month. Payments will be made by OWNER within 30 days of receipt of billing. Interest on payments over 30 days past due shall accrue at the rate provided by law.

III.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the Project on schedule. OWNER'S representative for purposes of this Agreement shall be Floyd Hartman, Director of Capital Projects and Development Engineering or his designee. ENGINEER will begin work on the Project within 5 days after receipt of written notification to proceed from OWNER and shall complete the Project as detailed in Exhibit "A".

IV.

ENGINEER agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work ("Work Product") arising out of or resulting from the particular and defined Scope of Work that will be provided hereunder, will be the sole and exclusive property of OWNER and are deemed "Works Made for Hire". ENGINEER agrees to and does hereby assign the same to OWNER. ENGINEER will enter into any and all necessary documents to effect such assignment to OWNER. ENGINEER is entitled to maintain copies of all Work Product that is produced and/or used in the execution of this Agreement. It is understood that ENGINEER does not represent that such Work Product is suitable for use by OWNER on any other projects or for any purposes other than those stated in this Agreement. Reuse of the Work Products by OWNER without the ENGINEER'S specific written authorization, verification and adaption will be at OWNER'S risk and without any liability on behalf of ENGINEER. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

V.

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

VI.

ENGINEER agrees that OWNER or its duly authorized representatives will, until the expiration of 4 years after final payment under this Agreement, have access to and the right to examine, audit, and copy pertinent books, documents, papers, invoices and records of ENGINEER involving transactions related to this Agreement, which books, documents, papers, invoices and records ENGINEER agrees to maintain for said time period.

VII.

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

VIII.

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

IX.

If ENGINEER is requested in writing by OWNER to provide any out of scope services ENGINEER and OWNER will agree in writing as to the nature of such services and to a price for such services before any work is started.

X.

ENGINEER SHALL AGREE TO INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, ENGINEER UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERSED CONTROL. ENGINEER SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER AND SHALL BE LIABLE FOR ENGINEER'S NEGLIGENCE AND THAT OF ENGINEER'S EMPLOYEES, CONTRACTORS, AND AGENTS.

XI.

ENGINEER will provide insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement as Exhibit "C" and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to ENGINEER. In addition, ENGINEER will provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim.

XII.

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

XIII.

Either party shall have the right to terminate this Agreement by giving the non-terminating party 7 days prior written notice. Upon receipt of notice of termination, ENGINEER will cease any further work under this Agreement and OWNER will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

XIV.

In the event OWNER finds that any of the Work Product produced by ENGINEER under this Agreement does not conform to the Scope of Work, then ENGINEER will be given 10 days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these 10 days ENGINEER has failed to make any Work Product conform to the specifications, OWNER may terminate this Agreement and will only owe for work done prior to termination and accepted by OWNER. All finished or unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of OWNER.

XV.

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

XVI.

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

Attention: Kimley-Horn and Associates, Inc.
Scott R. Arnold, P.E.
801 Cherry Street, Unit 11
Fort Worth, Texas 76102
Telephone: (817) 339-2259
Fax: (817) 339-2247
Email: scott.arnold@kimley-horn.com

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

Attention: Matthew Thomas, P.E.
P.O. Box 1971
808 S. Buchanan Street
Amarillo, Texas 79105-1971
Telephone: (806) 378-9334
Fax: (806) 378-9363
E-Mail: matthew.thomas@amarillo.gov

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail or the date of sending by fax, or e-mail and mailed, faxed or e-mailed to the address or number stated in this Agreement.

XVII.

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

XVIII.

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

XIX.

ENGINEER will perform the services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

XX.

ENGINEER agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of this PROJECT. ENGINEER further agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246 as amended and to comply with the provisions contained in the Americans With Disability Act, as amended.

XXI.

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

XXII.

OWNER and ENGINEER hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and assigns of such party in respect to all covenants of this Agreement. Neither OWNER nor ENGINEER will be obligated or liable to any third party as a result of this Agreement.

XXIII.

ENGINEER will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the OWNER.

XXIV.

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

XXV.

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

XXVI.

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

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

ATTEST:

CITY OF AMARILLO
(OWNER)

Frances Hibbs, City Secretary

By: _____
Jared Miller, City Manager

Date: _____

KIMLEY-HORN AND ASSOCIATES, INC.
(ENGINEER)

By: Scott Arnold

Printed Name: Scott Arnold

Title: Vice President

Date: March 20, 2020

**EXHIBIT A
PROPOSED SCOPE OF SERVICES
WESTERN ST, WALLACE BLVD, HAGY BLVD AND PORT LN
ROADWAY RECONSTRUCTION
AMARILLO, TEXAS**

The ENGINEER will provide Professional services for the design of paving improvements along Western Street from 49th Street to 34th Street, Wallace Boulevard from Research Boulevard to Hagy Boulevard, Hagy Boulevard from Wallace Boulevard to BU IH-40, and Port Lane from BU IH-40 to Wolfen Avenue. These improvements will include full depth reconstruction of existing asphalt concrete pavement from curb to curb through the corridor and to the end of curb radius on intersecting streets as well as removing and replacing curb and gutter (at limited locations).

The ENGINEER will provide design phase, bidding phase and construction phase services to the OWNER for the referenced project limits.

Upon receipt of Notice to Proceed, the ENGINEER will perform the following tasks:

Task 1 – Project Management

1. Schedule, prepare for, attend, and document a Project Kickoff Meeting and Review Meetings for the project.
 - a. Project Kickoff Meeting (one (1) meeting in Amarillo)
 - b. Review Meetings (three (3) meetings in Amarillo at 30%, 60% and 95% PS&E Submittal)
 - c. OWNER review comments will be documented and addressed after each review meeting. ENGINEER will create a "Comment Log" in spreadsheet format, documenting the comment and the action taken to resolve the comment.
2. Site Visits - Attend up to three (3) site visits to take photos, video, field measurements, and a plans-in-hand walk through.
 - a. Two (2) site visits will take place on same trips as 30% and 60% Review Meetings.
 - b. One (1) site visit will take place individually and separate from other scheduled meetings.
3. Subconsultant and External Coordination
 - a. Survey – Coordinate design survey
 - b. Geotech – Coordinate geotechnical testing and pavement design
4. Project Administration
 - a. Prepare project correspondence
 - b. Prepare invoicing documents
 - c. Prepare and email monthly progress reports to Project Team (OWNER and ENGINEER Team)

Task 2 – Survey

1. Surveyor will perform the topographic survey to cover from back of curb to back of curb along the corridors below and all intersecting streets to the end of radius (EOR) in both directions plus a minimum distance of 25 feet unless specified otherwise below. Data shall be collected for the following limits:
 - a. Western Street from the south end of radius of 49th Avenue to the south end of radius of 34th Avenue
 - i. Along 45th Avenue to EOR's plus 200 feet to the west and east of Western Street
 - b. Wallace Boulevard from the west EOR of Research Street toward the east to the east EOR in the Hagy Boulevard intersection.
 - i. Include full detail of the Coulter intersection to 100' north and south of the EOR's
 - c. Hagy Boulevard from Wallace Boulevard to north ROW line of BU IH-40
 - d. Port Lane from south ROW line of BU IH-40 to Wolfin Avenue
2. Topographic survey will consist of maximum 100' cross section intervals along straight sections of the corridor except at intersections where a minimum of 10' grid will be required. The topographic survey will collect:
 - a. Top of curbs, gutter and lip
 - b. Concrete valley gutter edges and flowlines
 - c. Detailed limits of all concrete driveways, concrete alleys, sidewalks, and curb ramps
 - d. Detail of all raised medians at top of concrete and top of adjacent pavement in all directions
 - e. Location and limits of storm drain inlets including gutter transitions
 - f. Roadway paving surface at crown and at major cross slope changes
 - g. All marked franchise utilities and known City utilities located within the paving limits noted above
 - h. Power poles, light poles and all vertical utilities within ten feet of the curb
 - i. Existing pavement striping configuration for lane lines, stop bars, cross walks, etc.
3. Surveyor shall utilize Texas811 and the City of Amarillo Line Locator system to locate/mark all franchise and public utilities within the construction limits including all manholes, vaults, valve boxes, pull boxes, etc. and identify clearly the size, shape and owner of the utility.
4. Surveyor will locate all visible utilities along the project corridor, as well as underground utilities where evident and/or marked by Texas811 and the City of Amarillo Line Locator service (valves, ground boxes, markers) where accessible.
5. Topographic drawing will depict 1-foot contour intervals.
6. A 3D ground surface including all appropriate breaklines will be provided in AutoCAD format.
7. Surveyor shall provide AutoCAD drawings with 2D linework and 3D elevation data along with all point data with descriptions.

Task 3 – Geotech

1. Subsurface Exploration
- a. Roadway Cores

i. Twenty (20) roadway cores will be taken in the following locations to determine the existing typical pavement section and provide material samples for testing and evaluation of existing pavement and soil properties.

1) Ten (10) cores along Western Street

2) Three (3) cores along Wallace Blvd

3) Two (2) cores along Hagy Blvd

4) Two (2) cores along Port Lane

5) Three (3) additional cores if needed at locations determined by the engineer

ii. Soil samples will be identified according to test boring number and depth, and a representative portion of each sample will be sealed in a plastic bag to protect against moisture loss.

iii. Atterberg limits will be performed to determine the engineering properties of the soil.
2. Laboratory Services
- a. Samples will be transported to the Geotechnical Subconsultant's laboratory where they will be examined and visually classified by a Geotechnical Engineer using the AASHTO and Unified Soil Classification System (USCS) in general accordance with ASTM D 2488. To aid in classification of the soils and determination of their selected engineering characteristics, a testing program will be conducted on selected samples in general accordance with the following standards:

Laboratory Test	Test Standard
Moisture Content	ASTM D 2216
Atterberg Limits	ASTM D 4318
Percent Passing No. 200 Sieve	ASTM D 1140
California Bearing Ratio (CBR)	ASTM D 1883
3. Engineering Services
- a. Laboratory test results will be used to classify the soils according to the AASHTO and USCS. Geotechnical Subconsultant will perform CBR's on selected samples to aid in the determination of the modulus of subgrade reaction or k-value used in rigid pavement design and the subgrade resilient modulus used on flexible pavement design.

b. Pavement Design: Geotechnical Subconsultant will analyze the results of the field exploration to provide pavement structure recommendations along with construction guidelines based on the results from the field and laboratory testing and provided traffic data. The Geotechnical Subconsultant will prepare three (3) pavement design options based on existing soil conditions and ESAL values to provide the desired design life. Options could include asphalt and concrete surface paving material.

- c. Pavement Design Report: Geotechnical Subconsultant will prepare a pavement design report specific to the corridors in this project. This manual will provide the design parameters and methodology used to develop the pavement design options discussed above.
 - d. Report will also include the expected pavement design life and a cost-benefit analysis, comparing the initial costs and long-term maintenance costs over the expected pavement design life of each pavement design.
 - e. ENGINEER and Geotechnical Subconsultant will attend a meeting with the OWNER to explain the results of the design and the contents of the report.
4. Geotech Subconsultant will prepare and submit a City of Amarillo *Public Right-of-Way Construction Permit*, provide and conduct traffic control during drilling operations, and notify the City 48 hours prior to performing the field work.
 5. Geotech Subconsultant will notify Texas811 and the City of Amarillo Line Locator service, to locate utilities within corridor prior to taking samples.
 - a. If underground utilities are known to exist within the site, notify the Geotechnical Subconsultant so that the existing lines can be avoided.
 - b. Geotech Subconsultant and ENGINEER cannot be responsible for damage to unmarked and/or unlocated utilities for which we are unaware or that are improperly located.

Task 4 – Roadway Design

1. Conceptual Design (30%)
 - a. After receipt of the survey, the ENGINEER will spot check the data and work with the surveyor to resolve any inconsistencies.
 - b. ENGINEER will coordinate with Geotech Subconsultant and OWNER to recommend location of pavement cores, timing of field work and pavement design recommendations.
 - c. ENGINEER will develop existing and preliminary proposed typical sections for all corridors.
 - d. Develop plan view roll layout of expected corridor improvements to verify construction limits and identify any areas of concern needing to be discussed at the review meeting.
 - i. Proposed paving limits (from existing lip of curb to existing lip of curb) on:
 - 1) Western Street from the north end of radius of 49th Avenue to the south end of radius of 34th Avenue.
 - 2) Wallace Boulevard from the west side of Research Street to the western most lane of Coulter Street and from the eastern most lane of Coulter Street to the east end of radius in the Hagy Boulevard intersection.
 - a) Including Research Street from north end of radii to south end of radii.
 - b) Does not include reconstruction of Coulter Street intersection.
 - 3) Hagy Boulevard from Wallace Boulevard to north ROW line of BU IH-40
 - 4) Port Lane from south ROW line of BU IH-40 to Wolflin Avenue

- a) Does not include work within the Wolflin intersection.
- ii. Paving limits to extend to end-of-radius returns at all cross streets.
- iii. Show replacement concrete curb and gutter or concrete driveway gutter pans at locations to be determined during the data collection phase where existing concrete is broken to the point where it would be impossible to pave against or if it is causing a localized low spot, holding water.
 - 1) Remainder of existing longitudinal curb and gutter to remain
- iv. Existing concrete alleys and driveways throughout project corridor to remain.
- e. Calculate preliminary construction quantities.
- f. Develop preliminary opinion of probable construction cost (OPCC). The ENGINEER has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. OPCC's provided herein are based on the information known to ENGINEER at this time and represent only the ENGINEER's judgment as a design professional familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its OPCC.
- g. QA/QC
 - i. ENGINEER will perform an internal review prior to submittal in accordance with quality assurance standards established for this project. QA/QC comments will be collected from the reviewer(s), documented, and comments addressed prior to each plan submittal to the OWNER.
- h. Deliverables
 - i. Submit one (1) copy of 24" paper roll plot and one (1) PDF copy of the roll layout to the OWNER for review and comment.
 - ii. Submit preliminary OPCC.
 - iii. Submit the Pavement Design Report.
- i. Meetings
 - i. Attend one (1) face-to-face meeting with OWNER staff to review 30% design and pavement design report.
- 2. Preliminary Design (60%)
 - a. Prepare 11"x17" plan sheets to include the following items:
 - i. Survey Control Data
 - ii. Existing and Proposed Typical Sections
 - iii. Horizontal Alignment Data for each corridor
 - iv. Plan and profile sheets showing paving improvements within the above limits. Include any modifications to these limits identified during the 30% review process.
 - v. Detail sheets necessary for the successful completion of the construction project.

- b. Prepare Demolition Plan clearly identifying limits and quantities of removals.
- c. Prepare Traffic Control Plan (TCP) sheets showing clearly what will be constructed and in what order and timeframe.
 - i. Establish preliminary milestone phasing.
 - ii. ENGINEER will provide a traffic control phase narrative centered around intersection work and allowable closures.
 - iii. Prepare TCP layouts showing closures and applicable traffic shifts.
 - iv. Prepare detour layouts.
- d. Pavement Marking Layouts – To match existing at all locations
- e. Drainage
 - i. No drainage analysis or specific drainage design will be performed for this project.
 - 1) The street paving surface will be connected to existing city streets at the existing grades at the existing curb and gutter and therefore, there is no change anticipated that would affect the existing drainage patterns.
 - ii. Maintain positive drainage at cross streets.
- f. Prepare 60% quantity summary sheets.
- g. Prepare 60% OPCC.
- h. QA/QC
 - i. ENGINEER will perform an internal review prior to submittal in accordance with quality assurance standards established for this project. QA/QC comments will be collected from the reviewer(s), documented, and comments addressed prior to each plan submittal to the OWNER.
- i. Deliverables - Preliminary design submittal (60%)
 - i. Submit a PDF version of the plans to the OWNER for review and comment.
 - ii. Submit updated OPCC.
- j. Meetings
 - i. Attend one (1) face-to-face meeting with OWNER staff in Amarillo to review the 60% plans.
- 3. Final Design (95%-100%)
 - a. Incorporate the preliminary design submittal review comments (one (1) round of comments anticipated in proposed effort for 95%).
 - b. Update plan sheets identified above and add detail where needed to progress to 95%.
 - c. Prepare technical specifications
 - i. Owner will provide City-Standard front-end documents to be included in the project manual.

- ii. City of Amarillo and/or TxDOT Standard Specifications will be used for this project to be determined by the engineer for applicable items of work.
- iii. OWNER will provide an example of Special Provisions that have been utilized on previous projects as a way to cover the intended items of work not covered by TxDOT Special Provisions. The ENGINEER will review/edit these to ensure the special provisions are applicable to this project and provide additional special provisions necessary for the successful completion of this project.
- iv. ENGINEER will coordinate with the OWNER regarding using TxDOT specifications for paving related components that are not part of the OWNER specifications.
- d. Incorporate the final design submittal review comments (one (1) round of comments anticipated in proposed effort for 100%).
- e. Update plan sheets identified above and add detail where needed to progress to 100%.
- f. Prepare update quantity summary sheets
 - i. Show quantities on each plan view sheet.
- g. Prepare updated OPCC.
- h. QA/QC
 - i. ENGINEER will perform an internal review prior to submittal in accordance with quality assurance standards established for this project. QA/QC comments will be collected from the reviewer(s), documented, and comments addressed prior to each plan submittal to the OWNER.
- i. Deliverables
 - i. 95% design submittal
 - 1) Submit PDF version of the plans to the OWNER for review and comment.
 - 2) Submit updated OPCC.
 - 3) Submit final draft specifications.
 - ii. Final Design submittal (100%)
 - 1) Submit final, unsigned set of PDF plans for review and for OWNER to assign the bid #
 - 2) Submit signed set of PDF plans for advertisement.
 - 3) Submit one hard copy of signed plans on vellum
 - 4) Submit final OPCC.
 - 5) Submit final specifications.
- j. Meetings
 - i. Attend one (1) face-to-face meeting with OWNER staff to review 95% plans.

Task 5 – Public Outreach

The following tasks detail the public outreach program for this project. The outreach program is tailored to address two specific corridors: (1) Western Street Corridor and (2) Wallace/Hagy/Port Corridor.

1. **Mailing List:** ENGINEER will develop and maintain a separate mailing list database for both corridors. ENGINEER will coordinate with the OWNER to obtain addresses from the OWNER's GIS database and/or other available records. The size of the mailing area for each corridor will be determined with input from the OWNER to cover an area large enough to capture the residents and business owners who are likely to be impacted by the construction activities, including temporary short-term driveway closures, traffic delays, and/or temporary short-term detours (if determined to be necessary).
2. **Project Information Mailers:** ENGINEER will prepare, print and mail a total of four (4) Project Information Mailers. Size will be either an 8.5x11 bi-folded or an 11x17 tri-fold, with size determined based on the information needs of each corridor at the time of mailing. Information mailers will be prepared for both corridors and contain unique information specific to each corridor. The first set of mailers will contain general information regarding the project goals for each corridor. The second mailer will contain more specific information about the proposed construction and schedule. ENGINEER will print and mail up to 1,500 Project Information Mailers for the Western Street Corridor (2 mailers x 1,500 copies = 3,000 mailers) and up to 150 Project Information Mailers for the Wallace/Hagy/Port Corridor (2 mailers x 150 copies = 300 mailers).
3. **Preparation Meetings:** ENGINEER will conduct four (4) preparation meetings with the OWNER prior to the ENGINEER conducting the Door-to-Door meetings along the Western Street and Wallace/Hagy/Port Corridors, and prior to conducting the two Western Street Corridor Public Meetings, and prior to conducting the Wallace/Hagy/Port Corridor Stakeholder Meeting. The preparation meetings will allow the ENGINEER to strategize with the OWNER on information to be placed in handouts, plan the activity, and to confirm messaging.
4. **Door-to-Door Meetings:** ENGINEER will prepare for and conduct impromptu meetings with business owners by walking door-to-door and introducing the project to the businesses along these corridors:

a. **Western Street Corridor:**

- **Western Street** between **SW 53rd Street** and **Mockingbird Lane**.

b. **Wallace/Hagy/Port Corridor:**

- **Wallace Boulevard** between **Point West Parkway/Glidden Boulevard** and **Evans Drive**;
- **Hagy Boulevard** between **Wallace Boulevard** and **BI-40**
- **Port Lane** between **BI-40** and **Wolflin Avenue**.

It should be noted that the limits for public outreach are extended beyond the limits of proposed construction to reach stakeholders who will be affected by the traffic control for the proposed construction limits.

c. **Door-to-Door Meetings** will be conducted during business hours on weekdays. The purpose of these Door-to-Door meetings is to:

- Introduce the upcoming construction project to business owners/managers,
- Provide businesses with contact information for a person they can contact if they have future questions and/or concerns,
- Learn specific needs which the stakeholder has for access and parking, and
- Gather current contact information for each business for mailing future updates and notices.

Residential properties are not included in the Door-to-Door Meetings, except for the approximately eleven (11) condominiums/apartments located on the west side of Port Lane just north of Wolflin

Avenue. Residential property owners and tenants along Western Street will be notified of the project through mailouts and will be invited to attend public meetings to learn about the project and to offer their input.

Impromptu Door-to-Door Meetings will be used on the Wallace/Hagy/Port Corridor only for smaller businesses who have multiple access points to other adjacent streets. For the hospitals and larger facilities along the Wallace/Hagy/Port Corridor which have limited access directly to the streets proposed for construction, the ENGINEER will schedule One-on-One Stakeholder Meetings with each business (see next item).

5. One-on-One Stakeholder Meetings: ENGINEER will schedule, prepare, attend, and document up to twenty (20) One-on-One meetings with specific stakeholders along the Wallace/Hagy/Port Corridor. The purpose of these scheduled meetings is to meet with Stakeholders whose only or primary business access is directly connected to one of the streets scheduled for construction. The meetings will serve the following purpose:

- Introduce the upcoming construction project to stakeholders whose only or primary access is connected to one of the streets scheduled for construction,
- Provide stakeholders with contact information for a person they can contact if they have future questions and/or concerns,
- Learn requirements related to each stakeholder's specific needs for access and parking, and to initiate a dialog to be carried through the end of project design. ENGINEER will seek to design the traffic control plan to consider these needs and to provide each business with access during construction, and
- Gather current contact information for each stakeholder for mailing out future notices.

One-on-One Stakeholder Meetings are anticipated to be held with the following fifteen (15) stakeholders. These stakeholders have been identified as businesses having only one and/or their primary access point connecting to Wallace Boulevard, Hagy Boulevard, or Port Lane:

- BSA Health System Hospital (Wallace)
- Open Air MRI Imaging (Wallace)
- Joe Taco (Wallace)
- Proffer (Wallace)
- The Don & Sybil Harrington Cancer Center (Wallace)
- Texas Tech University Health Sciences Center at Amarillo (Wallace)
- Potter-Randall County Medical Society (Hagy)
- Alex Natividad Psychiatry and Ruby Saulog Neurology (Hagy)
- Amarillo Hearth Group (Port)
- Carrasco & Carrasco LLC (Port)
- Amarillo Artificial Limb (Port)
- Toot 'n Totum/Valero (Port/Wolflin)
- Ronald McDonald House (Port)
- Don Harrington Discovery Center (Port)
- Amarillo Botanical Gardens (Port)

An additional five (5) meetings are available for meeting with other stakeholders identified during project design, which could include a meeting with first responders and EMS providers. Some of the additional meetings may also be used to meet multiple times with significant or key stakeholders (i.e. BSA Health System).

6. Public Meetings: ENGINEER will coordinate, schedule, and arrange a total of two (2) Public Meetings for the Western Street Corridor. The Public Outreach will consist of one public meeting conducted early in project design, and the second public meeting to be conducted at the completion of the design.

The meetings will be held at a site close to and convenient for the stakeholders of the Western Street Corridor. ENGINEER will work with OWNER to determine appropriate location, which is anticipated to be at a school or church or other convenient public venue, and which can accommodate many people. ENGINEER will reserve the location, pay rental fees for the location, and verify that chairs, tables, screen, and sound system are set up for each meeting. Each meeting will begin with a one-hour open house, followed by a short technical presentation, and then the ENGINEER will remain after the presentation to talk one-on-one with meeting attendees.

- a. Notices: Public Meeting Notices will be included in the "Project Information Mailers" described above.
 - b. Meeting Handouts/Presentation: For both Public Meetings, the ENGINEER will prepare agendas, handouts, displays, PowerPoint presentations, sign in sheets, name tags, and other items needed to conduct a public meeting. If determined necessary by the OWNER, the meeting handouts will be printed in both English and Spanish.
 - c. Meeting Setup/Take Down: ENGINEER will arrive prior to each public meeting to set up meeting facility, and to set up displays. ENGINEER will stay after each public meeting to take down meeting exhibits and to restore facility to condition in which it was found.
 - d. Meeting Documentation: ENGINEER will write a technical memorandum following each public meeting to provide a written summary of the information presented and the comments received.
7. Stakeholder Meeting: ENGINEER will coordinate, schedule, and arrange one (1) Stakeholder Meeting for the Wallace/Hagy/Port Corridor. The Stakeholder Meeting will be conducted toward the end of the project design and shall convey the proposed traffic control plan to inform Stakeholders how people will access their businesses during construction.

The meeting will be held at a site close to and convenient for the stakeholders of the Wallace/Hagy/Port Corridor. ENGINEER will work with OWNER to determine appropriate location. ENGINEER will reserve the location, pay rental fees for the location, and verify that chairs, tables, screen, and sound system are set up for the meeting. The meeting will consist of a short technical presentation followed by a question and answer session. ENGINEER will remain after the presentation to talk one-on-one with stakeholders.

- a. Notices: A letter invitation will be prepared by the ENGINEER and mailed to each stakeholder along the Wallace/Hagy/Port Corridor.
 - b. Meeting Handouts/Presentation: The ENGINEER will prepare an agenda, handouts, displays, PowerPoint presentations, sign in sheets, name tags, and other items needed to conduct a stakeholder meeting.
 - c. Meeting Setup/Take Down: ENGINEER will arrive prior to the meeting to set up meeting facility and to set up displays. ENGINEER will stay after the meeting to take down meeting exhibits and to restore facility to condition in which it was found.
 - d. Meeting Documentation: ENGINEER will write a technical memorandum to provide a written summary of the information presented and the comments received.
8. Press Releases: ENGINEER will write a press release for OWNER Staff prior to each public meeting for the Western Street Corridor. OWNER will be responsible for issuing the press release to area newspapers, radio and television stations. Paid advertisements will not be placed for this project, as the direct mailings should serve to adequately reach the intended recipients.
9. Project Phone Line: ENGINEER will set up a special telephone line for this project using an Amarillo number with the (806) area code, for a period of at least 14 months. This local phone line will

automatically transfer the call to the ENGINEER'S office in Lubbock to allow for rapid responses to questions and comments.

10. **Project Email:** ENGINEER will set up a special email account for this project for a period of 14 months. This email account will be advertised in newsletters and press releases for use by residents of Amarillo, who wish to ask questions or make comments about the project. The ENGINEER will keep a log of all emails received along with all responses. ENGINEER will seek approval from City Staff prior to sending a response to emails.
11. **Website:** ENGINEER will develop web information in html format and provide the information to the OWNER for the OWNER to place on the OWNER's website. A special website will not be developed for this project.

Task 6 – Bid Phase Services

1. Administration

a. Deliver Bid Documents:

- i. One (1) set of bidding documents will be prepared for the project.
- ii. The ENGINEER will provide to the OWNER, for distribution to potential bidders, the signed construction documents and specifications in PDF format. OWNER will be responsible for reproduction and distribution.

b. Bidding Assistance

- i. The ENGINEER shall assist the OWNER during the bidding phase including preparation of addenda to plan holders and responses to questions submitted to the OWNER by prospective bidders. ENGINEER shall prepare for and conduct the scheduled pre-bid meeting including providing the agenda and preparing meeting minutes.
- ii. The ENGINEER shall attend the project bid opening, and assist the OWNER in evaluation of the Best Value Bid. This includes reviewing each bid for completeness and accuracy, joining the OWNER representatives on a bid committee to review each bid for completeness, develop bid tabulations, score each bid against a pre-determined rating system and assist with providing a contractor recommendation.

c. Bidding Submittals

- i. The ENGINEER shall submit a bid tabulation and scoring evaluation in electronic format.
- ii. The ENGINEER shall provide a bid recommendation letter.

d. Bidding Meetings

- i. ENGINEER will attend and document meetings, to discuss and coordinate the bidding phase. Two (2) meetings are anticipated. These include the following:
 - 6) One (1) pre-bid meeting with the OWNER and prospective bidders.
 - 7) One (1) meeting with the OWNER at the project's bid opening.

Task 7 – Construction Phase Services

ENGINEER will provide professional construction phase services for construction of the proposed project, to providing assistance to OWNER during construction.

1. Construction Contract Execution
 - a. ENGINEER will prepare five (5) sets of the contract documents for execution by the Contractor, receive and review such documents for completeness, and forward to the OWNER for review and execution.
2. Construction Plans
 - a. The ENGINEER will prepare up to five (5) sets of construction plans for distribution to the OWNER and the Contractor.
3. ENGINEER shall perform the following Construction Phase Services:
 - a. Pre-Construction Conference.
 - i. ENGINEER will prepare for and conduct a Pre-Construction Conference with the OWNER and contractor prior to commencement of Work at the Site including providing the agenda and preparing meeting minutes.
 - b. ENGINEER will provide the following services throughout construction. A construction period of 12 months is the basis of this proposal and for a period of 12 months after final completion is issued (through the contractor's warranty period).
 - i. Review of Submittals and/or shop drawings, RFI's, Change Requests, Change Orders, construction materials test results and Pay Requests;
 - ii. Prepare changes to the construction drawings during the construction phase;
 - iii. Work with the OWNER to maintain the above documents in E-Builder, a web-based project management program
 - iv. Resident Project Representative (described below);
 - v. Construction Materials Testing;
 - vi. Surveying for verification as needed (up to 260 hours);
 - vii. Quarterly inspections after final completion; and
 - viii. Final warranty walk-through and final punch list.
 - c. ENGINEER. ENGINEER's role as ENGINEER will include providing on-site construction observation services during the construction phase. ENGINEER will make visits at intervals as directed by OWNER to observe the progress of the Work. It is anticipated that the ENGINEER will attend one progress meeting and visit the site for observation at that time, twice a month for a period of 12 months. Additional site visits will be considered additional services. Such visits and observations by ENGINEER are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep OWNER informed of the general progress of the Work

- d. Resident Project Representative. ENGINEER's role as Resident Project Representative (RPR) will include furnishing a subconsultant RPR to assist ENGINEER in observing progress and quality of the Work.
- i. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:
- 1) General
 - a) RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions
 - b) RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary
 - c) RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor
 - d) RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER
 - 2) Schedules
 - a) Review the progress schedule, schedule of Shop Drawing and submittals, and any other schedules prepared by Contractor and consult with ENGINEER concerning acceptability.
 - 3) Conferences and Meetings
 - a) Conduct meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4) Liaison
 - a) Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
 - b) Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
 - c) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
 - 5) Interpretation of Contract Documents
 - a) Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
 - 6) Shop Drawings and Submittals
 - a) Maintain Shop Drawing and Submittal Record log.

- b) Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or submittal for which RPR believes that the submittal has not been approved by ENGINEER.
- 7) Modifications.
 - a) Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER
- 8) Review of Work and Rejection of Defective Work
 - a) Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b) Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9) Inspections and Tests
 - a) Consult with ENGINEER in advance of scheduled major inspections and tests of important phases of the Work.
 - b) Conduct all required testing as stated in the project specifications for compacted subgrade, flexible base, hot mix asphalt and concrete according to frequencies listed in the project specifications manual.
 - c) Verify that tests are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - d) Observe, record, and report to ENGINEER appropriate details relative to the test procedures and results.
 - e) Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to ENGINEER.
 - f) Visually verify SWPPP compliance on a daily basis according to the TCEQ requirements. Document in the RPR daily report and inform the Contractor of issues and/or deficiencies.
- 10) Records
 - a) RPR will work with OWNER and ENGINEER to maintain all of the below construction records and documents in the web-based E-Builder Project Management system.
 - b) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued after the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress

reports, Shop Drawing and submittals received from and delivered to Contractor, and other Specific Project-related documents.

- c) Prepare a daily report recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- d) Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- e) Upon completion of the Work, furnish original hard copy set of all RPR Specific Project documentation to ENGINEER.

11) Reports

- a) Furnish to ENGINEER periodic reports, as required, of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and submittals.
- b) Draft and recommend to ENGINEER proposed Change Orders and Field Orders. Obtain backup material from Contractor.
- c) Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d) Immediately notify ENGINEER of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12) Payment Request

- a) Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the Work completed, and materials delivered at the Site but not incorporated in the Work.

13) Certificates, Operation and Maintenance Manuals

- a) During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14) Completion

- a) Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- b) Observe whether all items on the final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

15) Resident Project Representative shall not:

- a) Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- b) Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
- c) Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
- d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- e) Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of OWNER or Contractor.
- f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
- g) Accept Shop Drawings or submittals from anyone other than Contractor.
- h) Authorize OWNER to occupy a Specific Project in whole or in part.

Through such observations of Contractor's work in progress and field checks of materials and equipment by the RPR, ENGINEER shall endeavor to provide OWNER more confidence that the completed Work will conform in general to the Contract Documents. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- e. Recommendations with Respect to Defective Work. ENGINEER will recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, based on such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- f. Clarifications and Interpretations. ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to OWNER as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by OWNER.
- g. Change Orders. ENGINEER may recommend Change Orders to OWNER, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- h. Shop Drawings and Submittals. ENGINEER will review and approve or take other appropriate action in respect to Shop Drawings and Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment.

choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs

- i. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- j. Inspections and Tests. ENGINEER, through its subconsultant, will perform the following laboratory tests of Contractor's work as ENGINEER deems appropriate; soils, flex base, hot mix, and field testing. ENGINEER, or its subconsultant, may receive and review certificates of inspections within ENGINEER's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. ENGINEER's review of such certificates will be for determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests and the facts being certified.
- k. Disagreements between OWNER and Contractor. ENGINEER will, if requested by OWNER, render written decision on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- l. Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, ENGINEER will determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, ENGINEER's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, ENGINEER shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

- m. Final Completion. ENGINEER will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct a site visit to determine if the Work is finally complete. Work will be considered finally complete following satisfactory completion of all items except for those identified on a final punch list. If after considering any objections of OWNER, ENGINEER considers the Work finally complete; ENGINEER will notify OWNER and Contractor.
- n. Final Notice of Acceptability of the Work. ENGINEER will conduct a site visit to determine if the final punch list is generally in accordance with the Contract Documents so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is generally in accordance with the

Contract Documents to the best of ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided to ENGINEER upon which it is entitled to rely.

- o. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. ENGINEER shall not have the authority or responsibility to stop the work of any Contractor.
- p. Record Drawings. Prepare project "Record Drawings" based on information provided by the Contractor as to the actual field placement of the work including any changes or deletions. ENGINEER is not responsible for the accuracy of the information provided by others. ENGINEER will provide the following deliverables:
 - i. One (1) 11"x17" set of hard copy Record Drawings
 - ii. One (1) set of PDF file Record Drawings

Additional Services

1. OWNER and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the OWNER's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include, but are not limited to, the following:

- Boundary Survey
- Right-of-Way determination
- Right-of-Entry to access private and/or restricted property
- Subsurface Utility Exploration (SUE) and mapping
- Public Involvement beyond services identified in the scope above
- Environmental Evaluation
- Traffic counts, traffic modeling, traffic projections, traffic signal timing or design
 - (Owner will provide traffic volumes and ESAL's for pavement design)
- Illumination design
- Drainage Design
- Design of any surface drainage improvements other than that listed in the scope
- Preparation for and attendance at meetings besides meetings identified above
- Furnish additional copies of review documents in excess of the number of the same identified above unless the need for additional copies was due to a design error
- Assist the City as an expert witness in litigation in connection with the project or in hearings before approving and regulatory agencies
- Redesign to reflect project scope changes requested by the City, required to address changed conditions or change in direction previously approved by the City, mandated by changing governmental laws, or necessitated by the City's acceptance of substitutions proposed by the Contractor
- Submittal to Texas Department of Licensing and Registration (TDLR) for ADA requirements
- Construction staking
- Any services not listed in the Scope of Services

Schedule

Upon receipt of the Notice to Proceed (NTP), the ENGINEER will prepare a project schedule with specific delivery dates for plan submittals, meeting dates and the completion date for the project. The schedule will be reliant upon receiving review comments from the OWNER on each submittal in a timely manner.

– End of Scope of Services –

**EXHIBIT B
PROPOSED SCOPE OF SERVICES
WESTERN ST, WALLACE BLVD, HAGY BLVD AND PORT LN
ROADWAY RECONSTRUCTION
AMARILLO, TEXAS**

Compensation

I. Professional Engineering Services

For the tasks listed below, Professional Engineering Services included in EXHIBIT "A" of this agreement, the OWNER agrees to pay the ENGINEER on a lump sum basis.

Tasks below will be invoiced monthly based on the percent completion of the tasks. The total amount of the contract will not be exceeded without a modification to this agreement; however, any individual task may be exceeded as long as the PROJECT total is not exceeded. The lump sum fee is shown below:

Task	Description	ENGINEER	HBD	PaveTex	Total
1	Project Management	\$ 48,400			\$ 48,400
2	Surveying		\$ 71,500		\$ 71,500
3	Geotechnical Testing			\$ 24,900	\$ 24,900
4	Roadway Design	\$ 243,800			\$ 243,800
5	Public Outreach	\$ 140,200			\$ 140,200
6	Bid Phase Services	\$ 21,600			\$ 21,600
	Total	\$ 454,000	\$ 71,500	\$ 24,900	\$ 550,400

II. Construction Phase Services

For the tasks listed below, Construction Phase Services included in EXHIBIT "A" of this agreement, the OWNER agrees to pay the ENGINEER on an hourly rate basis.

Tasks below will be invoiced according to the attached hourly rate schedule. Amounts shown below are estimated for budget purposes only. Actual invoiced amount will be based on the effort expended. Client will be notified prior to reaching the estimated amount. The hourly rate fee estimate is shown below:

Task	Description	ENGINEER	HBD	PaveTex	Total
7	Construction Phase Services	\$ 172,500	\$ 21,200	\$ 395,100	\$ 588,800

Regardless of fee type, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. Any permitting, application, and similar project fees will be paid directly by the Client. Payment will be due within 25 days of your receipt of the invoice.



Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Analyst	\$110 - \$210
Professional	\$165 - \$250
Senior Professional I	\$185 - \$295
Senior Professional II	\$245 - \$315
Senior Technical Support	\$120 - \$225
Support Staff	\$80 - \$140
Technical Support	\$90 - \$120

Estimated through June 30, 2022

Subject to annual adjustment thereafter

ACORD™

Client#: 25320

KIMLHORN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2020

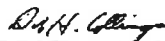
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola		
	PHONE (A/C, No, Ext): 770-552-4225	FAX (A/C, No): 866-550-4082	
	E-MAIL ADDRESS: jerry.noyola@greyling.com		
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Ins. Co.		19445
	INSURER B : Aspen American Insurance Company		43460
	INSURER C : New Hampshire Ins. Co.		23841
	INSURER D : Lloyds of London		085202
	INSURER E :		
INSURER F :			

COVERAGES		CERTIFICATE NUMBER: 19-20		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS:							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			5268169	04/01/2019	04/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			4489663	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			CX005FT19	04/01/2019	04/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	015893685 (AOS) 015893686 (CA)	04/01/2019	04/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA1904949	04/01/2019	04/01/2020	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: WESTERN ST, WALLACE BLVD, HAGY BLVD AND PORT LN ROADWAY RECONSTRUCTION; Sean Cudnoski.

CERTIFICATE HOLDER	CANCELLATION
City of Amarillo Matthew Thomas P.O. Box 1971 808 S. Buchanan Street Amarillo, TX 79105-1971	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

5



Amarillo City Council

Agenda Transmittal Memo



Meeting Date	April 28, 2020	Council Priority	N/A
Department	City Manager		
Contact	Kevin Starbuck, Assistant City Manager		

Agenda Caption

CONSIDER APPROVAL – ALTERNATE CARE SITE AGREEMENT
(Contact: Kevin Starbuck, Assistant City Manager)
This item is an agreement between the City of Amarillo and Supreme Bright Amarillo IV for an Alternate Care Site (ACS) to support a surge in healthcare for COVID-19 patients.

Agenda Item Summary

The impacts of MERS-CoV (COVID-19) infection has the potential to create a surge in severe respiratory illness that may overwhelm the capacity of the local healthcare infrastructure. In order to create surge capacity in the local healthcare infrastructure, an Alternate Care Site (ACS) would be activated as a convalesce center to reduce patient load in the primary care hospitals. The ACS planning committee identified a facility that met the criteria for an ACS. This agreement secures a facility for use as an ACS should activation be required.

Requested Action

City Council to approve the Alternate Care Site Agreement.

Funding Summary

Funding for this agreement is through a designated allocation from the CARES Act through the U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant (CDBG) funding. The City’s initial allocation from the CARES Act is \$997,449. The agreement is for an initial maximum of \$660,000 should the facility be activated. This expenditure is authorized under the CARES Act allocation.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this agreement, authorizing the City Manager to execute the agreement.



A



Meeting Date	April 28, 2020	Council Priority	Regular Agenda Item – Public Hearing
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Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services
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Agenda Caption

Public Hearing to consider the rezoning of a 2.00 acre tract of unplatted land and a portion of Lot 1, Block 1, Ojeda's Little Acre Addition Unit No. 1, in Section 173, Block 2, A.B.& M. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3.
APPLICANT/S: JD Crisp for JD Crisp Construction, Inc.
VICINITY: Tradewind St. and Hornady St.

Agenda Item Summary

Area Characteristics

The adjacent zoning consists of Residential District 3 to the north, west, and south, and is bounded by the currently City Limits line to the east.

Adjacent land uses consist of single-family detached homes to the north, east and west, and undeveloped land to the south.

Proposal

The applicant is requesting rezoning in order to develop the land with single-family detached homes.

Analysis

Analysis of zoning change request begins with referring to the Comprehensive Plan's Future Land Use and Character Map, impacts on area zoning and development patterns, as well as conformity to the Neighborhood Unit Concept (NUC) of development.

The Neighborhood Unit Concept of development calls for more intensive uses such as retail, office, and multi-family development to be located at or near Section Line Arterial intersections with residential land uses be located internal of the section and mid-section.

The proposed residential zoning conforms to this concept of development in that it is located mid-section along the eastern edge of the Section 173.

Regarding the recommended development type, Estate Residential is recommended for this particular area. Estate Residential characteristics primarily consist of large single-family residential uses on large tracts, typically one acre in size. These core characteristics provide for greater open space and results in a less dense residential development pattern.

Although the requested zoning designation allows for single-family detached homes, it allows for a more dense residential product that is not consistent with recommended development type of Estate Residential characteristics. That said, the entire section of land that the applicant's request is within was rezoned Residential District 3 several years ago and is the predominate zoning.

As such, development of more dense residential development has and continues to develop in the area similar to that proposed by the applicant. As such, Planning and Zoning Commissioners are of the opinion that the applicant’s request represents a logical continuation of adjacent existing Residential District 3 zoning and established residential products.

Considering the above, Planning and Zoning Commissioners believe that the proposed rezoning is appropriate and will not negatively impact the surrounding zoning and/or development patterns in the area.

Requested Action/Recommendation
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Notices have been sent to property owners within 200 feet regarding this proposed rezoning request. At the time of this writing, the Planning Department has not received any comments regarding this rezoning request.

Considering all the above, the Planning and Zoning Commission recommends **APPROVAL** as presented

ORDINANCE NO. 7849

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF TRADEWIND STREET AND HORNADY STREET, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, after a public hearing before the Planning and Zoning Commission for proposed zoning changes on the property hereinafter described, the Commission filed its final recommendation and report on such proposed zoning changes with the City Council; and

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

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

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

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

SECTION 2. The zoning map of the City of Amarillo adopted by Section 4-10 of the Amarillo Municipal Code and on file in the office of the Planning Director is hereby amended to reflect the following zoning use changes:

Rezoning of a 2.00 acre tract of unplatted land and a portion of Lot 1, Block 1, Ojeda's Little Acre Addition Unit No. 1, in Section 173, Block 2, A.B. & M. Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3.

A 2.00+/- acre tract of land out of Section 173, Block 2, A.B. & M. Survey, Randall County, Texas being all of that certain North one-half of a 3.00 acre tract of land being described in that certain instrument recorded under Clerk's File No. 2014011050 of the Official Public Records of Randall County, Texas and a portion of Lot 1, Block 1, Ojeda's Little Acre Addition Unit No. 1, an addition to the City of Amarillo according to the map or plat thereof recorded under Clerk's File No. 2012021808 of the Official Public Records of Randall County, Texas, said 2.00+/- acre tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. and further described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap (FURMAN) found for the Northeast corner of said

North one-half of a 3.00 acre tract of land;
THENCE S. 00° 02' 13" W. 104.98 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the Northeast corner of said Lot 1, Block 1, Ojeda's Little Acre Addition Unit No. 1, same being the most East Southeast corner of this tract of land;
THENCE N. 89° 50' 55" W. 415.00 feet along the North line of said Lot 1 to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for an interior corner of this tract of land;
THENCE S. 00° 02' 13" W. 105.02 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the South line of said Lot 1 for the most South Southeast corner of this tract of land, from whence to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set for the Southeast corner of said Lot 1 bears S. 89° 50' 55" E. 415.00 feet;
THENCE N. 89° 50' 55" W. 207.20 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the East Right-of-Way line of Hicks Street for the Southwest corner of said Lot 1, same being the Southwest corner of this tract of land;
THENCE N. 00° 02' 13" E. 210.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the intersection of the East Right-of-Way line of Hicks Street and the South Right-of-Way line of Hornaday Street for the Northwest corner of this tract of land;
THENCE S. 89° 50' 55" E. 622.20 feet to the POINT OF BEGINNING and containing 2.00 acres of land, more or less.

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

SECTION 4. All ordinances and resolutions or parts thereof that conflict with this ordinance are hereby repealed, to the extent of such conflict.

SECTION 5. This ordinance shall become effective from and after its date of final passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the ____ day of April, 2020 and **PASSED** on Second and Final Reading on this the ____ day of May, 2020.

Ginger Nelson, Mayor

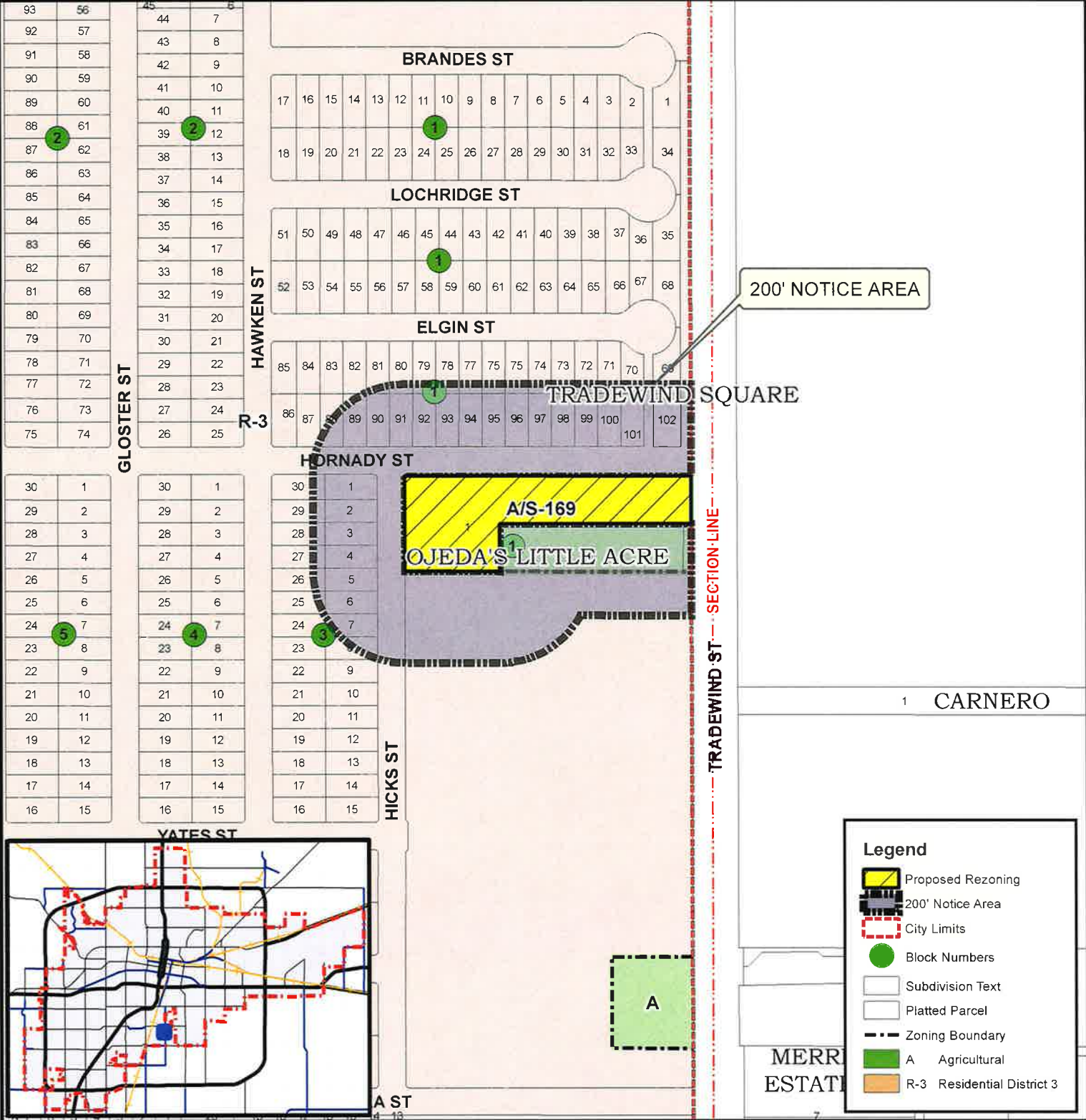
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
City Attorney

REZONING FROM A TO R-3

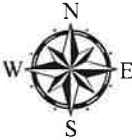


Legend

- Proposed Rezoning
- 200' Notice Area
- City Limits
- Block Numbers
- Subdivision Text
- Platted Parcel
- Zoning Boundary
- A Agricultural
- R-3 Residential District 3

CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 300 feet
Date: 3/18/2020
Case No: Z-20-08



Rezoning of a 2.00 acre tract of unplatted land and a portion of Lot 1, Block 1, Ojeda's Little Acre Addition Unit No. 1, in Section 173, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3.

Applicant: Furman Land Surveyors for JD Crisp
Vicinity: Tradewind Street and Hornady Street

AP: N-15

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	April 28, 2020	Council Priority	
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Department	Legal	Contact Person	Bryan McWilliams
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Agenda Caption

CONSIDERATION OF RESOLUTION NO. _____

DISCUSSION AND CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO CONFIRMING AND CONTINUING THE MAYOR’S FIRST AMENDED DECLARATION OF DISASTER THROUGH May ____, 2020.

Agenda Item Summary

This Resolution allows for the renewal of the Mayor’s First Amended Declaration of Disaster for the City of Amarillo, Texas and hereby continues the local state of disaster pursuant to Section 418.108(b) of the Texas Government Code until 11:59 PM on May __, 2020;

Requested Action

Approval of Resolution

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval as presented

RESOLUTION NO. 04-28-20-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO CONFIRMING AND CONTINUING THE MAYOR'S FIRST AMENDED DECLARATION OF DISASTER; PROVIDING A REPEALER CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in December 2019, a novel coronavirus, now designated COVID-19, was detected in Wuhan, China; and

WHEREAS, Symptoms of COVID-19 include fever, cough and shortness of breath, and can range from mild to severe illness; and

WHEREAS, on March 13, 2020, the President of the United States declared a state of emergency related to the outbreak of COVID-19 and urged citizens to practice social distancing protocols; and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbot declared a state of emergency related to the outbreak of COVID-19 and suspended multiple state statutes and rules to promote social distancing protocols; and

WHEREAS, on March 18, 2020, the Local Health Authority and the City of Amarillo Public Health Department received confirmation of two cases of COVID-19 in the City of Amarillo; and

WHEREAS, on March 18, 2020 at 7:15 PM the Mayor of the City of Amarillo issued a Declaration of Disaster, pursuant to her authority under Section 418.108(a) of the Texas Government Code; and

WHEREAS, on March 30, 2020 at 9:00 AM the Mayor of the City of Amarillo issued a First Amended Declaration of Disaster, pursuant to her authority under Section 418.108(a) of the Texas Government Code; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's First Amended Declaration of Disaster on March 31st, 2020 continuing it until 11:59 PM, April 14th, 2020; and

WHEREAS, pursuant to state law the Amarillo City Council renewed and continued the Mayor's First Amended Declaration of Disaster on April 14, 2020 continuing it until 11:59 PM, April 30, 2020; and

WHEREAS, the Amarillo City Council has determined that it is necessary to renew and continue the state of local disaster to promote and protect the public health, safety, and welfare of citizens until 11:59 PM on May , 2020.

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

SECTION 1. (i) That the City Council consents and renews the Mayor's First Amended Declaration of Disaster for the City of Amarillo, Texas and hereby continues the local state of disaster pursuant to Section 418.108(b) of the Texas Government Code until 11:59 PM on May , 2020; and

(ii) Pursuant to Section 418.108(c) of the Government Code, this renewal and continuation of the declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary; and

(iii) Pursuant to Section 418.108(d) of the Government Code, this renewal and continuation of the declaration of a local state of disaster continues the activation of the city emergency operations plan and that the furnishing of aid and assistance under the declaration is hereby authorized and that all appropriate preparedness and response aspects of the plan are continued; and

(iv) That the use of all available resources of the City of Amarillo that are reasonably necessary to cope with the disaster are hereby authorized; and

(v) To the extent permitted by law, any local ordinance or administrative rule prescribing the procedures for conduct of City business or any local ordinance or administrative rule that would in any way prevent, hinder, or delay necessary action in coping with this disaster, including any local ordinance or administrative rule regarding contracting or procurement which would impede the City's emergency response necessary to cope with this declared disaster, are hereby suspended, but only for the duration of this declared disaster and only for that limited purposes; and

(vi) That pursuant to Section 418.108(g) of the Government Code, the Mayor of the City of Amarillo may control ingress to and egress from a disaster area within the incorporated limits of the City of Amarillo and control the movement of persons and occupancy of premises in that area; and

(vii) Pursuant to Section 122.006 of the Health and Safety Code, the City of Amarillo may adopt rules to protect the health and safety of persons in the municipality, including quarantine rules to protect residents against communicable disease.

SECTION 2. 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 3. This resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED this 28th day of April 2020

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney

Amarillo City Council

Agenda Transmittal Memo



C

Meeting Date	April 28, 2020	Council Priority	Transportation Systems
Department	Aviation		
Contact	Michael W. Conner: Director of Aviation		

Agenda Caption

CONSIDER – APPROVAL OF FEDERAL AVIATION ADMINISTRATION (FAA) GRANT OFFER TO THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT IN THE AMOUNT OF \$7,632,380.

Agenda Item Summary

This item is a grant offer from the Federal Aviation Administration for use by the Airport on operational expenses. This grant originates from the Federal CARES Act and is not available for use on aviation developmental projects.

Requested Action

Please approve the FAA Airport grant offer.

Funding Summary

This is a grant, funded at 100% by the Federal Aviation Administration through the CARES Act.
There is NOT a City match.

Community Engagement Summary

N/A

Staff Recommendation

Airport staff recommends approval of this grant offer.

4/24/2020 _____

RESOLUTION NO. 04-28-20-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING THE CARES ACT AIRPORT GRANT IN THE AMOUNT OF \$7,632,380.00 DOLLARS FROM THE U.S. TREASURY'S GENERAL FUND TO RESPOND TO THE IMPACTS OF THE COVID-19 PUBLIC HEALTH EMERGENCY; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

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

SECTION 1. That the Federal Aviation Administration has offered a grant to the City of Amarillo Rick Husband International Airport in the amount of \$7, 632,380.00 to be used for operational expenses and any other purpose for which airport revenues may be lawfully used.

SECTION 2. That the Cares Act Airport Grant is hereby approved and the City Manager is authorized to execute all documents related to the same on behalf of the City of Amarillo.

SECTION 3. 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 4. 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 and continue in effect.

SECTION 5. 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 28th day of April 2020.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, City Attorney