AGENDA
FOR A REGULAR MEETING OF THE AMARILLO CITY COUNCIL TO BE HELD ON TUESDAY, APRIL 2, 2019 AT 1:00 P.M., CITY HALL, 601 SOUTH BUCHANAN STREET, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

***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: Pat Williams

PROCLAMATIONS: "Amarillo Child Abuse Prevention and Awareness Month"
"Sexual Assault Awareness Month"

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. Reports and updates from City Councilmembers serving on outside Boards:
     Convention and Visitor Board (03/27)
     Environmental Task Force;
   - C. Buy the Way, Keep It Local Update;
   - D. Update on Utility Billing;
   - E. Presentation by Executive Director Don Judd of the Arts in the Sunset;
   - F. Discuss Draft Governance and Ends Policy; and
   - G. Consider future Agenda items and request reports from City Manager.

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

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

   A. **MINUTES**:
   Approval of the City Council minutes for the meeting held on March 26, 2019.

   B. **CONSIDER CHANGE ORDER #3: ARDEN ROAD STORM SEWER AND PLAYA #7 EXCAVATION – PHASE I**:
   (Contact: Matt Thomas, City Engineer)
   This item is to approve Change Order #3 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 2018 totaling up to 4 inches in the area which required pumping the site for 44 days total and includes additional days on the contract.

Original Contract Amount:	$2,418,171.41
Previous Change Orders:	$12,799.17
Recommended Change Order:	$49,124.88
Revised Contract Total:	$2,480,095.46

3. **NON-CONSENT ITEMS**:

A. **PUBLIC HEARING AND CONSIDERATION OF ORDINANCE NO. 7778**:
(Contact: Cris Valverde - Assistant Director of Planning and Development Services)
This item conducts a public hearing to consider the rezoning of the South 70ft. of Lot 5, JW Cartwrights First Subdivision of Block 239, Plemons Addition plus a 10ft. by 140ft. strip of vacated right-of-way South of said Lot, all in Section 170, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 96B to Amended Planned Development for the expansion to existing business operations. (Vicinity: Tyler St. and Interstate-40; Applicant: Hope and Healing Place, Inc.)

B. **DISCUSSION AND CONSIDERATION of ORDINANCE NO. 7782**:
(Contact: Andrew Freeman, Director of Planning and Development Services)
This item conducts the first reading of an ordinance establishing a permit system for use of golf carts to transport passengers among certain downtown facilities and venues. This item authorizes the use of appropriately equipped golf carts to transport passengers between certain downtown establishments, parking facilities and entertainment venues. Please see the ordinance for all details, but note the following items of interest:

- It requires $1 million liability insurance per cart.
- It specifies duties of both the Owners and Operators of the carts.
- It prohibits driving along Buchanan Street, but allows the carts to cross Buchanan at street intersections.
- It initially establishes an administrative fee of $20 per cart for a permit.
- It provides a sunset clause of December 31, 2019. This is in anticipation that, between now and then, this registration/permit approach will be replaced with a franchised sole provider of such service, based upon an RFP and franchise ordinance, both to be brought forward by separate action, later this year.

C. **PUBLIC HEARING FOR PROPOSED ANNEXATION AND TO CONSIDER A RESOLUTION CLOSING THE PUBLIC HEARINGS AS WELL AS SETTING THE DATE FOR THE FIRST AND SECOND READINGS OF THE ANNEXATION**:
(Contact: Cris Valverde, Assistant Director of Planning and Development Services)
This item conducts a public hearing to gather comments for and against annexation of approximately 329 acres in Sections 65 and 66, Block 9, BS&F Survey, Randall County, Texas.

The land is vacant, yet is anticipated to develop with 949 single-family detached and/or attached homes, 39 acres of various non-residential uses, and a new elementary school for the Canyon Independent School District.

On March 26, Council held the first of two public hearings regarding the proposed annexation mentioned above. The second of these public hearings is scheduled for today.

As was the situation with the first Public Hearing on March 26, opening the matter for those interested in being heard will need to take place. That said, upon closing the hearing allowing those wishing to speak for or against the annexation, Council is to take action on a resolution that

"officially closes the two Public Hearings and sets the date, time, and place for the Readings of the Annexation Ordinance."

The readings of the annexation ordinance are scheduled to take place on April 23 and April 30 and at this time, the Final Service Plan will be available for Council's analysis. The two Reading of the annexation ordinance is the point in the process, which the proposed annexation's appropriateness is determined.

D. **CONSIDERATION OF A RESOLUTION APPROVING DESIGN STANDARD MODIFICATIONS TO THE 2010 CITY OF AMARILLO HIKE AND BIKE TRAIL MASTER PLAN WITH A 2019 PLAN UPDATE**:
(Contact: Kyle Schniederjan, Director of Capital Projects & Development Engineering)
This item is to consider design standard modifications to the 2010 City of Amarillo Hike and Bike Trail Master Plan. Proposed modifications revise the Design Standards portion of the current Master Plan to address multi modal transportation demands on upcoming large infrastructure projects. The new design standards are proposed for projects with roadway design speeds 55 MPH and greater. The update also recommends fully updating the 2010 City of Amarillo Hike and Bike Trail Master Plan and recommends that the Amarillo Area MPO consider a Thoroughfare Master Plan that includes multi-modal considerations. The Traffic advisory Board, Parks and Recreation Board, and the Pedestrian and Bicycle Safety Advisory Committee have all reviewed the proposed modifications and recommend adoption by the City Council.

E. **PRESENTATION AND CONSIDERATION OF A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT BETWEEN CITY OF AMARILLO AND BSA HOSPITAL, LLC**:
(Contact: Andrew Freeman, Director of Planning and Development Services)
This item considers approval of a Chapter 380 Economic Development Program Agreement between the City of Amarillo and BSA Hospital, LLC for the relocation and expansion of the Harrington Cancer Center to be located on a 5.71-acre tract on the corner of South Coulter Street and Wallace Boulevard.

F. **DISCUSSION AND POSSIBLE APPROVAL OF THE GOVERNANCE AND ENDS POLICY**

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (601 South Buchanan Street) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 29th day of March 2019.

Regular meetings of the Amarillo City Council stream live on Cable Channel 10 and are available online at:
http://amarillo.gov/city-hall/city-government/view-city-council-meetings
Archived meetings are also available.

2A

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 26th day of March 2019, the Amarillo City Council met at 12:00 p.m. for a work session which was held 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	COUNCILMEMBER NO. 2
EDDY SAUER	COUNCILMEMBER NO. 3
HOWARD SMITH	COUNCILMEMBER NO. 4

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

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

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

PUBLIC COMMENT

Jill Humphrey, 7714 Pineridge Drive, spoke on the animals at the Animal Management & Welfare (AM&W). She inquired about transparency and a list of animals at the AM&W. She urged the City Manager to make an impact on the hiring of the next AM&W Director. Mike Fisher, 4410 Van Kriston Drive, questioned the City Attorney's explanation of a new law and not posting possible quorums for public forums. Rusty Tomlinson, 5700 Canyon Drive, spoke on the Confederate statue in Ellwood Park. He also addressed the statue and the Confederacy. Mike Hite, 3602 South Bryan Street, thanked the City for the recovery of two trailers that were recently stolen. He also spoke on an upcoming Amarillo Child Abuse rally kickoff to be held on April 6. James Scheneck, 6216 Gainsborough Street, spoke on public comment not being broadcast. He stated the time was not good for people to attend. He stated the new water bill software was a mistake. He inquired if citizens agreed with city mayors on SB2 and HB2. He spoke on the recently approved AEDC project, Amarillo Morning, and the number of jobs it would create. He further inquired about Prop 1 and the $4 million for the development and where the funds were coming from. Gary Prescott, 10003 Amarillo Boulevard, signed up but did not speak. Claudette Smith, 4410 Van Kirston Drive, signed up but did not appear. Allen Finegold, 2601 North Grand Street, signed up but did not appear. There were no further comments.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 26th day of March 2019, the Amarillo City Council met at 1:00 p.m. for a regular meeting held in the Council Chamber located on the third floor of City Hall at 601 South Buchanan Street, with the following members present:

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

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

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

The invocation was given by Vera Mann. Mayor Nelson led the Pledge of Allegiance.

A proclamation was presented to Roy Urrutia.

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

ITEM 1:

A. Review agenda times for regular meeting and attachments;
B. Reports and updates from City Councilmembers serving on outside Boards:
   Amarillo Local Government Corporation (3/20)
   Pedestrian and Bicycle Safety Advisory Committee (3/18)
   Tax Increment Reinvestment Zone #2;
C. Update on First Robotics Competition;
D. Discussion on Downtown Golf Carts Usage;
E. Update on MPEV (Hodgetown) and Prop 2 Projects;
F. Review Draft Governance and Ends Policy; and
G. Consider future Agenda items and request 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 items, seconded by Councilmember Sauer.

A. **MINUTES**:
   Approval of the City Council minutes for the meeting held on March 19, 2019.

B. **ORDINANCE NO. 7779**:
   (Contact: Andrew Freeman, Director of Planning and Development Services)
   This is the second and final reading of an ordinance amending the municipal code to provide for a civil penalty for certain parking violations within the city limits.

C. **ORDINANCE NO. 7780**:
(Contact: Andrew Freeman, Director of Planning and Development Services)
This is the second and final reading of an ordinance amending the municipal code to create an office of civil administrative hearings and process for adjudicating certain motor vehicle violations as nuisances.

D. **ORDINANCE NO. 7781**:
(Contact: Andrew Freeman, Director of Planning and Development Services)
This is the second and final reading of an ordinance amending the municipal code to conform the hearing requirements for photographic traffic signal enforcement to the provisions of the separate ordinance establishing the office of civil administrative hearings.

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

NON-CONSENT ITEMS

ITEM 3A: Mayor Nelson stated this item conducts a public hearing to gather comments for and against annexation of approximately 329 acres in Sections 65 and 66, Block 9, BS&F Survey, Randall County, Texas. This item was presented by Cris Valverde, Assistant Director of Planning and Development Services. Mayor Nelson opened a public hearing. Allen Finegold, 2601 North Grand Street, stated the City was being asked to consider extending city services for the Canyon Independent School District (CISD) for roads, water pipes, sewer mains, and they were not considering the expenses the City may have to provide for the drainage of the area. He further stated the City has an obligation to bring up the present water infrastructure and there were miles of water pipes that also needed replacing. Treva Harper, 2801 South Jackson Street, asked Council why they would consider building a school for the CISD and have to pay for the infrastructure. Councilmember Hays stated there were currently several CISD schools within the Amarillo city limits. Councilmember Sauer stated there is already infrastructure within the loop area. Mayor Nelson stated they all need to consider what it takes to sustain development. She stated some type of future workshop may be a good idea. Seth Williams, 60 Aviation Place, stated he was requesting the annexation. He stated all the infrastructure would be paid either by TxDot or by the Developer. David Morgan, 9408 Rockwood Drive, stated he was in favor of the development and looked forward to moving Amarillo forward. Councilmember Hays inquired about the average values and sizes. Mr. Williams replied the price points would range from $180,000-$220,000 and would be 1,600 square feet to 2,500 square feet. There were no further comments and the public hearing was closed.

Mayor Nelson advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

DRAFT

2B

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	April 2, 2019	Council Priority	Infrastructure Initiative

Department	Capital Projects & Development Engineering
Contact	Matt Thomas, City Engineer

Agenda Caption

Consider Change Order #3 Job# 560062: Arden Road Storm Sewer and Playa #7 Excavation – Phase I

Change Order #3 - $ 49,124.88, 59 additional working days.

This item is to approve Change Order #3 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 2018 totaling up to 4 inches in the area which required pumping the site for 44 days total and includes additional days on the contract.

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.

Original contract amount:	$2,418,171.41
Previous Change Orders:	$12,799.17
Recommended Change Order:	$49,124.88
Revised Contract Total:	$2,480,095.46

Requested Action

Consider approval of change order #3 to Williams Ditching, LLC - $49,124.88.

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, pleace 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 lf										
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
Revised Total	2,480,095.46

3A

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO
CITY MANAGER

Meeting Date	April 2, 2019	**Council Priority**	Infrastructure Customer

Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services

Agenda Caption

Public hearing to consider the rezoning of the South 70ft. of Lot 5, JW Cartwrights First Subdivision of Block 239, Plemons Addition plus a 10ft. by 140ft. strip of vacated right-of-way South of said Lot, all in Section 170, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 96B to Amended Planned Development for the expansion to existing business operations.
VICINITY: Tyler St. and Interstate-40
APPLICANT: Hope and Healing Place, Inc

Agenda Item Summary

Area Characteristics

Adjacent zoning consists of Multiple-Family District 2 in all directions.

Adjacent land uses consist of single-family detached homes to the north and west, an apartment complex to the east, and is bounded by Interstate-40 to the south.

Proposal

The applicant is requesting an amendment to the existing planned development in order to construct a 406 square foot multi-purpose room addition to the existing structure. Although at first glance the proposed addition may appear minor, because the site is part of an approved planned development site plan, any deviation in the approved site plan (building area, landscaping total, parking, etc) requires an amendment and must go through the rezoning process.

Analysis

Since 1978, this particular site has been utilized with various non-residential land uses which include its initial non-residential use of professional offices to its latest and current use as a non- profit counseling organization (Hope and Healing Place). In 2009, the latest planned development was approved and allowed for a 1,308 square foot addition on the lot (east of the existing building along the north property line).

With the above-described land uses considered low-impact, the site's proximity to Interstate-40, as well as being in an area that can be considered a mixed-use area, the various non-residential land uses of the site have been deemed appropriate. Additional considerations such as development standards that preserve the residential character of the area and strict control of signage have furthered the site's appropriateness for non-residential uses.

Below is a comparison of existing standards (Planned Development 96B) to those proposed by this amendment.

	Existing:	Proposed:
Land use:	Professional offices	Professional offices
Landscaping:	38 percent groundcover And 7 trees	33 percent groundcover And 7 trees
Lot coverage:	31 percent maximum	34 percent maximum
Parking:	7 spaces minimum	7 spaces minimum
Building height:	One-story	One-story
Building material:	Stucco and Masonry exterior	Stucco and Masonry exterior
Building style:	Residential	Residential
Signage:	1 non-illuminated Sign totaling 6 square feet	1 non-illuminated Sign totaling 6 square feet
Hours of operation:	8 a.m. to 6 p.m. Mon. thru Fri. (Thurs. meeting 6 p.m. To 8 p.m.)	8 a.m. to 6 p.m. Mon. thru Fri. (Thurs. meeting 6 p.m To 8 p.m.)
Setbacks:	Front yard – 34ft. Rear yard – 2ft. – 1in. Side yard – 8in.	Front yard – 34ft. Rear yard – 2ft. – 1in. Side yard – 8in.

When comparing the existing and proposed standards, with exception of a slight increase in lot coverage and a minor decrease in overall landscaping (internal ground cover to be reduced), the proposed changes can be considered minor in nature.

With the bulk of the core development standards (land use, architectural, signage, and hours of operation) remaining in place in addition to the small size of the proposed addition and its' orientation towards Interstate-40 the Planning and Zoning Commission believes that should the request be approved, no detrimental impacts on the area would result.

Requested Action/Recommendation

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

Considering the above, the Planning and Zoning Commission is of the opinion that the applicant's request is appropriate and represents a minimal change to existing site development. Therefore, Planning and Zoning Commissioners recommend approval as presented.

LSS 3/5/2019

ORDINANCE NO. 7778

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 INTERSTATE-FORTY AND TYLER STREET, POTTER COUNTY, TEXAS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS 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 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, TEXAS:

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

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

Rezoning of the South 70ft. of Lot 5, JW Cartwrights First Subdivision of Block 239, Plemons Addition plus a 10ft. by 140ft. strip of vacated right-of-way South of said Lot, all in Section 170, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 96B to Amended Planned Development 96C for the expansion of existing business operations.

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

SECTION 4. 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 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, 2019 and PASSED on Second and Final Reading on this the_____day of April, 2019.

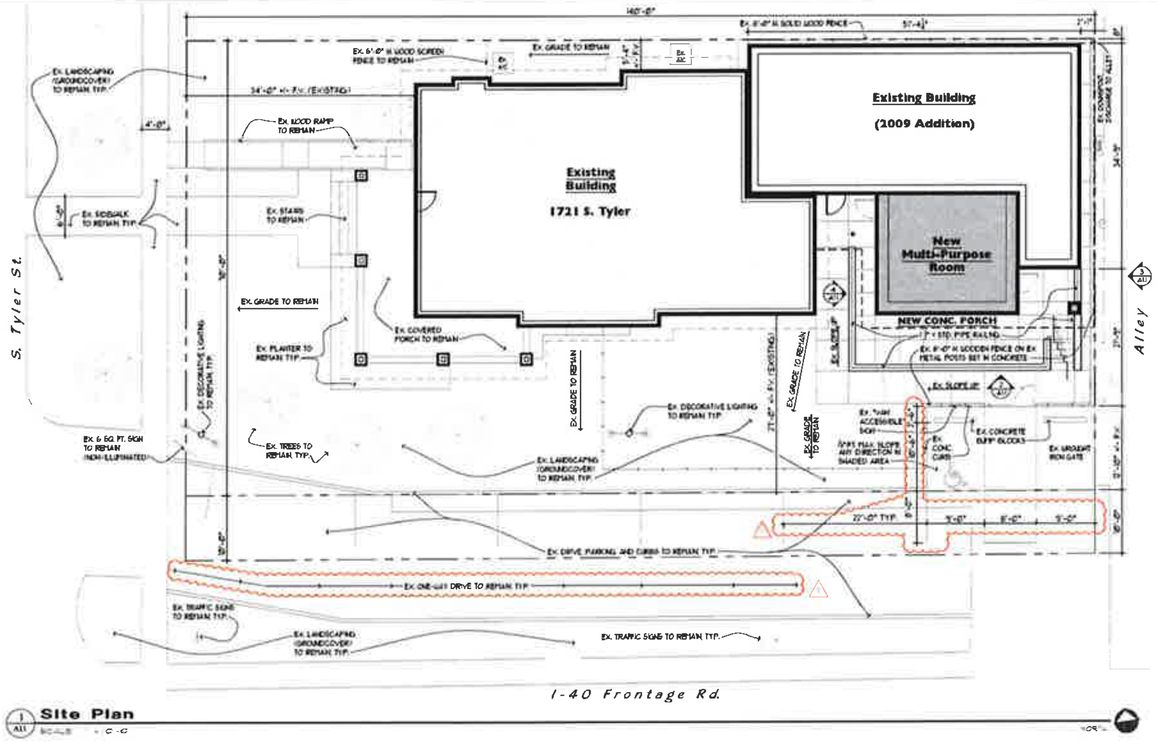
_____
Ginger Nelson, Mayor

ATTEST:

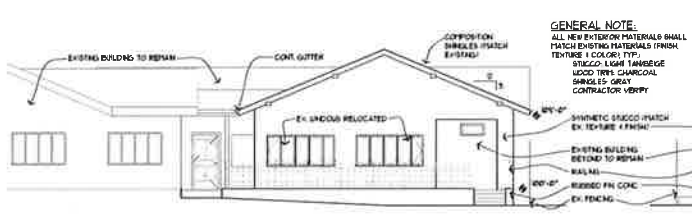
_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

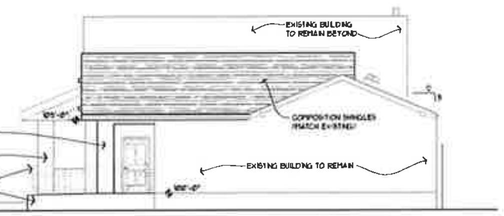
_____
Bryan McWilliams,
City Attorney



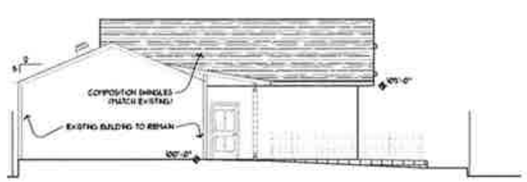
1 Site Plan (A1.1)



2 Exterior Elevation - South (A1.1)



3 Exterior Elevation - East (A1.1)



4 Exterior Elevation - West (A1.1)

General Information / Project Data:

LEGAL DESCRIPTION: SOUTH 70 FEET OF LOT 5, BLOCK 239 J.W. CARTWRIGHT'S FIRST SUBDIVISION PLEMONS ADDITION AND AN ADDITIONAL 10'-0" SOUTH OF THE SOUTH PROPERTY LINE OF LOT 5 CITY OF AMARILLO, POTTER COUNTY, TEXAS

PURPOSE:
EXISTING USE TO REMAIN: PROFESSIONAL OFFICES
PROPOSED ADDITION:
MULTI-PURPOSE SPACE (FOR MEETINGS, DINING, AND SUBDIVISION FOR SMALLER MEETING SPACES)

HOURS OF OPERATION & EMPLOYEES:
8:00 AM TO 5:00 PM MONDAY THRU FRIDAY
6:00 PM TO 8:00 PM THURSDAY NIGHT WEEKLY MEETING
NUMBER OF EMPLOYEES: THREE FULL-TIME

LANDOWNER & DEVELOPER:
HOPE AND HEALING PLACE
EMILY ELLIS, EXECUTIVE DIRECTOR
1721 S. TYPLER
AMARILLO TX 79102
(806) 371-8998

ARCHITECT:
LAVIN ASSOCIATES
DAVID NOWELL
2810 DUNIVEN CIR. STE. #100
AMARILLO TX 79109
(806) 358-7089

PRESENT ZONING: PLANNED DEVELOPMENT DISTRICT PD-96-B

REQUESTED ZONING: PLANNED DEVELOPMENT DISTRICT PD-96-C

AREA OF PROPERTY:

LOT 5:	9,800 SQ. FT.	(0.2250 ACRE)
10'x140' ADDITION:	1,400 SQ. FT.	(0.0321 ACRE)
TOTAL:	11,200 SQ. FT.	(0.2571 ACRE)
EXISTING BUILDING:	3,412 SQ. FT.	(0.0783 ACRE)
PROPOSED ADDITION:	406 SQ. FT.	(0.0093 ACRE)
TOTAL:	3,818 SQ. FT.	(0.0876 ACRE)

BUILDING LOT COVERAGE: 34.1%

PERCENT OF ON-SITE LANDSCAPING: 32.71%

PROPOSED USE AND SQUARE FOOTAGE: SEE ABOVE

MAXIMUM BUILDING HEIGHT:
EXISTING BUILDING: TWO STORY (APPROX. 24'-0" ABV. FIN. GRADE)
PROPOSED ADDITION: ONE STORY (APPROX. 15'-4" ABV. FIN. GRADE)

BUILDING SETBACKS:
AS SHOWN

OFF-STREET PARKING:
SEVEN STALLS AS SHOWN

EXTERIOR SIGNS:
1 - EXISTING SIGN (NON-ILLUMINATED) NEAR S.W. CORNER OF PROPERTY TO REMAIN - 6 SQ. FT. MAX.
NO NEW SIGNS PROPOSED

EXTERIOR LIGHTING:
2 - EXISTING DECORATIVE LIGHT FIXTURES TO REMAIN
NO NEW LIGHTING PROPOSED

REFUSE COLLECTION:
EXISTING DUMPSTER IN ALLEY, SERVICED BY THE CITY

BUILDING STYLE:
RESIDENTIAL

EXTERIOR MATERIAL:
NEW MATERIALS WILL MATCH FINISH AND COLOR OF EXISTING STUCCO, WOOD, AND SHINGLES. EXISTING MATERIALS WILL BE MAINTAINED IN THEIR PRESENT STATE.

GENERAL SITE PLAN NOTES (per City of Amarillo):

A. ALL PARKING AND DRIVEWAYS SHALL CONFORM TO THE REQUIREMENTS OF SECTION 9 OF THE DEVELOPMENT POLICY MANUAL OF THE CITY OF AMARILLO UNLESS NOTED OTHERWISE.

B. ALL EXTERIOR LIGHTING SHALL BE DIRECTED ONTO THE PROPERTY IN SUCH A MANNER TO MINIMIZE OR ELIMINATE GLARE ACROSS ADJACENT PROPERTY LINES.

C. NO SIGNS SHALL BE OPERATED ON THE PROPERTY THAT USE OR HAVE ATTACHED ANY FLASHING, PULSATING, OR ROTATING LIGHTING SOURCE OR REFLECTOR. NO PORTABLE SIGNS WILL BE ALLOWED.

D. ANY ADDITIONAL BULK OR AREA REQUIREMENT NOT SPECIFICALLY NOTED ON THIS SITE PLAN SHALL COMPLY WITH THE ZONING DISTRICT IN WHICH THE PROPERTY WAS LOCATED PRIOR TO THIS AMENDMENT.

E. ANY AND ALL UTILITY RELOCATIONS OR ADJUSTMENTS REQUIRED FOR THIS DEVELOPMENT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER(S).

F. ALL FENCING, SCREENING, LANDSCAPING, DRIVEWAYS, AND PARKING AREAS SHALL BE MAINTAINED IN GOOD CONDITION AT ALL TIMES BY OWNERS. ALL LANDSCAPING TO BE INSTALLED PRIOR TO RECEIVING A CERTIFICATE OF OCCUPANCY, OR WITHIN SIX MONTHS OF OCCUPYING STRUCTURE IF BAD WEATHER EXISTS. ALL LANDSCAPE MATERIAL, TREES, GRASS, SHRUBS, ETC., SHALL BE INSTALLED ON THE SITE IN THE SAME MANNER AS DEPICTED ON THIS SITE PLAN AND ALL LANDSCAPED AREAS SHALL BE SERVED WITH A SPRINKLER SYSTEM.

G. THE APPROVAL OF THIS DEVELOPMENT BY THE CITY OF AMARILLO IN NO WAY SHALL ALTER OR ABROGATE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE AS ADOPTED AND AMENDED BY THE CITY OF AMARILLO.

H. ANY USE OTHER THAN THAT ALLOWED UNDER THE PREVIOUS ZONING CLASSIFICATION OR THAT WHICH IS SPECIFIED BY THIS SITE PLAN WILL REQUIRE A ZONING AMENDMENT. IF A USE OTHER THAN WHAT IS SHOWN ON THE SITE PLAN IS PROPOSED AND IS ALLOWED UNDER THE PREVIOUS ZONING DISTRICT (INSERT PREVIOUS ZONING DISTRICT), DEVELOPMENT STANDARDS SHALL COMPLY WITH THE CITY OF AMARILLO ZONING ORDINANCE FOR (INSERT PREVIOUS ZONING DISTRICT) DEVELOPMENT.

I. THE CITY OF AMARILLO OR ITS FRANCHISED UTILITY SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, PAVING OR PLANTINGS THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION WITHIN ANY PUBLIC UTILITY OR DRAINAGE EASEMENT.

J. ALL EXTERIOR MECHANICAL EQUIPMENT SHALL BE LOCATED AND/OR SCREENED IN SUCH A MANNER AS TO ELIMINATE OR MINIMIZE NOISE AND VISUAL IMPACT TO ADJACENT PROPERTIES.

K. ALL SURFACE STORM WATER COLLECTED ON THIS SITE SHALL DRAIN DIRECTLY TO ADJACENT PUBLIC RIGHT-OF-WAY OR BY OTHER MEANS IF APPROVED BY THE CITY ENGINEER.

L. THE DEVELOPER SHALL COMPLY WITH ALL ADA REQUIREMENTS WHERE REQUIRED.

I ACKNOWLEDGE AND AGREE TO ALL STANDARDS OF DEVELOPMENT AS LISTED ON THIS SITE PLAN.

EMILY ELLIS	JANUARY 22, 2019
NAME OF DEVELOPER	DATE

Vicinity Map - Amarillo, Texas
SCALE: NONE

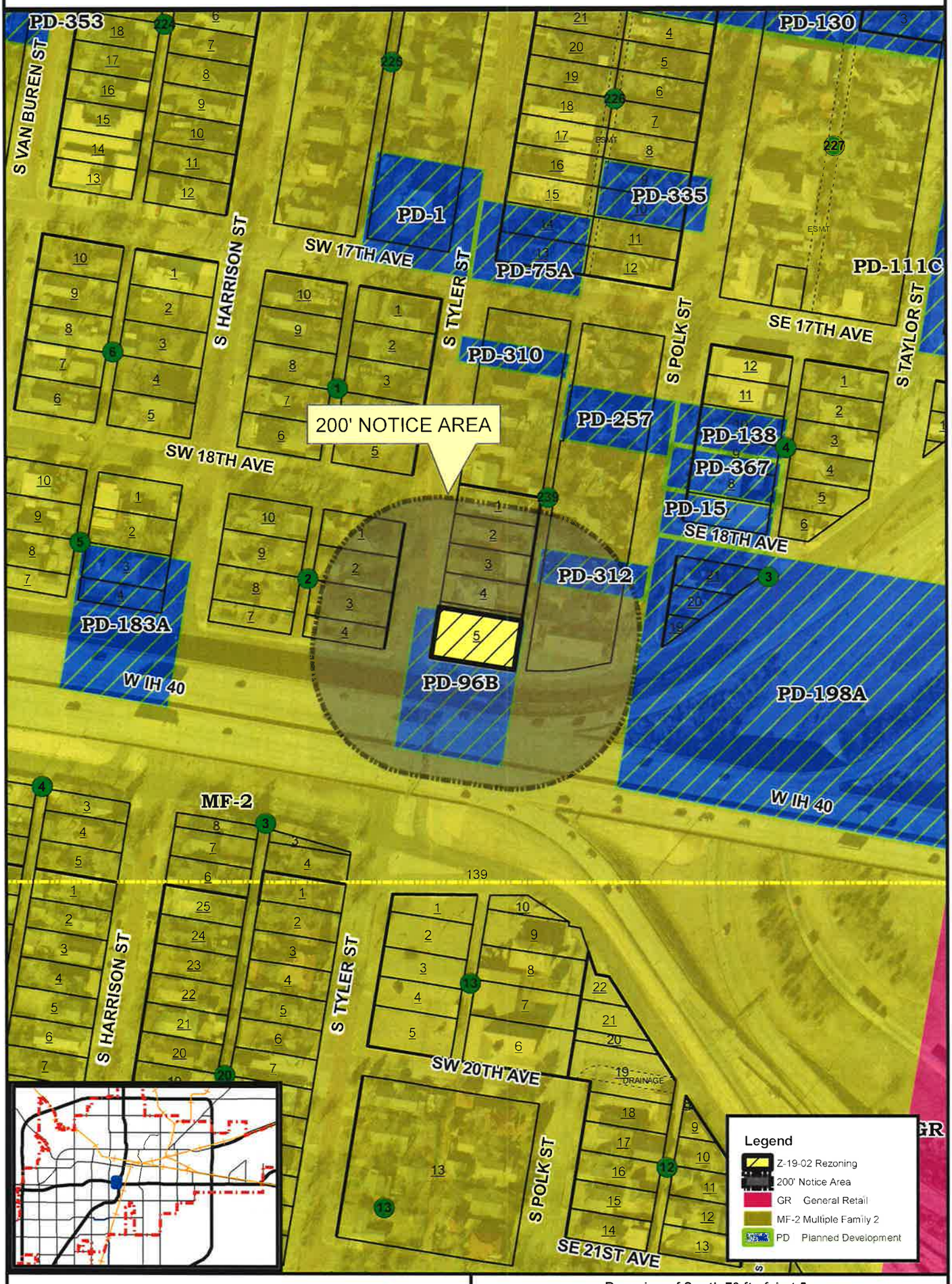
SITE PLAN AND EXTERIOR ELEVATIONS

LAVIN ASSOCIATES, INC. • ARCHITECTURE

2019 Multi-Purpose Room Addition to
The Hope & Healing Place
1721 S. Tyler   Amarillo, Texas   79102

SHEET
A1.1
1 OF 1A

CASE Z-19-02
REZONING FROM PD 96-B TO PD AMENDED



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 200 feet
Date: 2/13/2019
Case No: Z-19-02

N
W E
S

Rezoning of South 70 ft of Lot 5 plus a 10ft. X140ft. uplatted strip South of said Lot, Block 239, JW Cartwrights First Subdivision of Plemons Addition, in Section 170, Block 2, AB&M Survey, Potter County, Texas to change from Planned Development No. 96-B to Planned Development Amd. for the expansion to existing business operation.

Vicinity: S. Tyler & I-40

Applicant: Board of Directors Hope & Healing Place, Inc.

Tax ID: R-065-1000-8316.0

AP: N12

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

3B

Amarillo City Council
Agenda Transmittal Memo

CITY OF AMARILLO® CITY MANAGER

Meeting Date	April 2, 2019	Council Priority	

Department	Legal	Contact Person	Bryan McWilliams, City Attorney

Agenda Caption

Discuss and Consider approval of ordinance establishing a permit system for use of golf carts to transport passengers among certain downtown facilities and venues.

Agenda Item Summary

This agenda item was prepared at the request of the City Manager. It authorizes the use of appropriately equipped golf carts to transport passengers between certain downtown establishments, parking facilities and entertainment venues. Please see the ordinance for all details, but note the following items of interest:

- It requires $1million liability insurance per cart.
- It specifies duties of both the Owners and Operators of the carts.
- It prohibits driving along Buchanan St., but allows the carts to cross Buchanan at street intersections.
- It initially establishes an administrative fee of $20 per cart for a permit.
- It provides a sunset clause of Dec. 31, 2019. This is in anticipation that, between now and then, this registration/permit approach will be replaced with a franchised sole provider of such service, based upon an RFP and franchise ordinance, both to be brought forward by separate action, later this year.

Requested Action

Approval of the draft ordinance.

Funding Summary

Provides an administrative fee of $20, estimated to cover costs of registration and permit issuance. Unknown how may carts may be registered so no total revenue projection available for this start-up program.

Community Engagement Summary

N/A

Staff Recommendation

Approval of this ordinance as presented.

3/27/19-mwn _____

ORDINANCE NO. 7782

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 16-5, TO ADD ARTICLE III TO PROVIDE AUTHORIZATION TO OPERATE GOLF CARTS ON STREETS IN DOWNTOWN CENTRAL BUSINESS DISTRICT, SETTING MINIMUM STANDARDS, RESTRICTIONS, PERMIT PROCESS, AND OFFENSES; PROVIDING CLAUSES FOR SEVERABILITY, REPEALER; PENALTY, PUBLICATION ,AND EFFECTIVE DATE.

WHEREAS, the City Council finds that traffic management will be a refreshing challenge in downtown, with the opening of the Multi-Purpose Event Venue, new restaurants and hotels; and the continuing successful programs, concerts, games, and other events and tenants of the Amarillo Civic Center and Globe News Center; and,

WHEREAS a home rule municipality is vested with legal authority to control vehicles upon its public streets, alleys, and other rights-of-way; and,

WHEREAS, the City Council has received information from citizens, Police Department, and Traffic Engineering Department supporting a trial program to authorize the use of golf carts for passenger transportation, to promote the widest possible usage of all available parking lots and garages throughout downtown central business district, even if not immediately adjacent to entertainment or event venues; and,

WHEREAS, Texas Transportation Code, section 551.404, allows a City to enact an ordinance regulating the use of golf carts in certain areas, upon certain city streets pursuant to various restrictions; and

WHEREAS this ordinance is intended to be a pilot program and shall sunset as provided herein if it is not timely renewed, extended, or replaced.

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

SECTION 1. The Amarillo Municipal Code, Chapter 16-5, be and hereby is amended to add an Article III to read as follows:

CHAPTER 16-5. - CENTRAL BUSINESS DISTRICT PARKING AND TRANSPORTATION

* * *

Secs. 16-5-35 to 16-5-44. Reserved.

ARTICLE III. – GOLF CART TRANSPORTATION

Sec. 16-5-45. Definitions.

For the purposes of this Article, the following terms have the meaning shown.

(a) *Entertainment Venue*, means a hotel, restaurant, nightclub, civic organization meeting place, or church within the downtown central business district.

(b) *Event Venue*, means any and all of the following facilities, jointly or separately, the Amarillo Civic Center (Exhibit Halls, Auditorium, Arena, Plaza); Amarillo Globe News Center, Amarillo Multi-Purpose Event Venue (Hodgetown).

(c) *Golf Cart*, means a motor vehicle designed by the manufacturer primarily for use on a golf course, with a maximum speed capability of 25 miles per hour and, has mounted on the vehicle that equipment and accessories described in Texas Transportation Code section 551.404(b) as amended.

(d) *Operator*, means the person driving a Golf Cart as authorized by this Article.

(e) *Owner*, means a person who holds legal title to a Golf Cart; has the legal right to possess a Golf Cart; or has the legal right of control of a Golf Cart.

(f) *Parking Facility*, means a parking lot or parking garage.

Sec. 16-5-46. Authorized use, destination, and territory.

(a) It is lawful for a Golf Cart with a Permit to be operated upon the public streets and alleys within the downtown central business district having a speed limit of not more than 35 miles per hour (or as may otherwise be restricted by State law), between one or more Entertainment Venues, Event Venues, or Parking Lots for the purpose of transporting passengers to and from such facilities, provided that the Golf Cart and the operation of it shall comply with the provisions of this Article. A Golf Cart operation authorized in this section may cross intersections of a road or street that has a posted speed limit of more than 35 miles per hour, in compliance with any traffic control device and in the absence or malfunction of a traffic control device, the Golf Cart must yield to the cross traffic upon the road or street with the 35 mph speed limit.

(b) This section does not apply to or authorize the use of Neighborhood Electric Vehicles as defined in Texas Transportation Code, chapter 601, or the use of any other type of vehicle that is not defined by state law as being a Golf Cart, such as but not limited to all-terrain vehicles, motorized utility carts, or other vehicles not recognized as a Golf Cart by the Texas Transportation Code.

Sec. 16-5-47. Requirements.

(a) *Vehicle*. In addition to the mandatory characteristics and equipment required to meet the definition of an authorized "Golf Cart" as defined in 16-5-45(c) and 16-5-46(b), the following equipment is also mandatory to be present upon and shall be operable and in-use on a Golf Cart when operating as authorized in section 16-5-46(a):

1. The international sign for a slow moving vehicle (reflective orange triangle with red trim) must be attached to the rear of the vehicle, so as to be fully visible to a vehicle operator approaching the Golf Cart from the rear.

2. A revolving or flashing amber or yellow beacon affixed at a height higher than the the Golf Cart, so as to be visible 360 degrees around the cart. This beacon may be roof-top mounted or pole mounted.

3. Each headlamp and tail lamp required by state law (see definition of *Golf Cart*), the beacon required by this section, and any other light must be activated and used at all times when a Golf Cart is being operated pursuant to this Article, without regard to day or night hours.

4. A strip of red, yellow, white, or combination color of reflective tape, being at least six (6) inches in length and one (1) inch or more in width, attached on the two sides of the cart, positioned at or approximate to the middle and center of each side as the vehicle as its structure reasonably allows.

5. Have a City-issued permit displayed on the front windshield.

(b) *Operator*. At all times while operating a Golf Cart as authorized by section 16-5-46 shall:

1. Be at least 18 years old.

2. Have upon his or her person a valid state driver's license issued to such operator.

3. Wear a reflective vest covering the upper torso of the driver's body which complies with the standards for a class II ANSI Safety Vest.

4. Operate the Golf Cart in full compliance with all traffic laws, traffic control devices, and other applicable state law and ordinances, including this Article.

5. Not drive, park, or stand a Golf Cart upon a public sidewalk, curb of a public street, or the lawn at any Event Venue, Entertainment Venue, or Parking Facility

6. Not drive upon Buchannan Street, but may safely cross Buchannan at intersections.

7. Upon request of any peace officer, present the proof of insurance required to be in each Golf Cart.

8. Not use a Golf Cart to tow a vehicle of any type, while transporting passengers.

(c) *Owner*:

1. Shall at all times have and keep in force motor vehicle liability insurance upon each Golf Cart being operated as authorized in section 16-5-46, which is issued by a carrier authorized to issue such insurance in Texas, with combined single limit of not less than $1 million. Proof of current insurance in force shall be kept in each Golf Cart to be presented when requested by a peace officer.

2. Shall allow or provide only Operators who meet or exceed the requirements of subsection (b) to operate the Golf Carts for purposes of sec. 16-5-46.

3. Shall allow or provide Golf Carts to be used for the purposes authorized by sec. 16-5-146 that are in safe and sound mechanical condition and which meet or exceed the requirements for a Golf Cart specified in sections 16-5-45 and subsection (a) of this section.

Sec. 16-5-48. Permit required; process

(a) *Requirement*. The owner of each golf cart to be used on public streets in accordance with section 16-5-46 shall first apply for, pay the required fee, and obtain an annual City permit which must be display on the Golf Cart for which the permit is issued.

(b) *Process*. The City Traffic Administration Office shall prescribe the application form and collect the fee and issue Golf Cart Permits that expire one year after date of issuance.

1. Applications must be signed by the Owner or agent of the Golf Cart to be registered.

2. The authorized fee that must be paid with the submission of the application is $20 for each permit application for each Golf Cart.

3. Owner must submit proof of the insurance required by section 16-5-47(c)(1).

(c) *Refusal, Revocation, and Appeal*. The City Traffic Administration Office shall issue an annual permit upon receiving a completed application with the required payment and proof of required insurance. The Office shall refuse to issue a permit due to: incomplete or misleading information in the application; nonpayment of required fee; or, the failure or refusal to provide acceptable proof of required insurance. An issued permit may be revoked for: discovery of facts that would have been grounds for refusal of the permit; misuse of a Permit on more than the single vehicle for which it was issued; or, discovery the vehicle does not meet the definition and requirements of this Article to be a Golf Cart. An Owner may appeal a Refusal or Revocation to the City Manager or designee, who shall promptly hear and render a decision in the matter. Such decision is final.

Sec. 16-5-49 Offenses.

(a) An Operator commits an offense by:

1. Operating a Golf Cart in a place not authorized in sections 16-5-46 or 16-5-47(b) (5) or (6).

2. Operating a Golf Cart in violation of an equipment requirement stated in sections 16-5-47(a) or 16-5-45(c)

3. Operating a Golf Cart in violation of an Operator Requirement as stated in section 16-5-47(b).

4. Operating a Golf Cart on a public street in the Central Business District without displaying the required City permit per section 16-5-48.

5. Operating a Golf Cart with passengers on-board and tows another vehicle of any type, as stated in section 16-5-47(b).

(b) An Owner commits an offense by:

1. Operating or allowing operation of a vehicle that does not contain the characteristics to meet the definition or the further requirements to be a Golf Cart in sec. 16-5-45(c) or, meet the further requirements of sec. 16-5-47(a).

2. Operating or allowing operation of a golf cart without motor vehicle insurance required by sec.16-5-47(c), or having proof of such insurance in a Golf Cart when a peace officer asks to see it.

3. Allowing a person to operate a Golf Cart who does not meet the requirements of sec. 16-5-47(b).

4. Operating or allowing operation of a Golf Cart on a public street in the Central Business District without displaying a valid City permit, section 16-5-48.

(c) Prosecution, penalty upon conviction, and other procedural matters shall be as provided in sec. 1-1-5 of this Code of Ordinances or applicable state law.

Sec. 16-5-50. Sunset.

This Article is enacted as a trial program and shall expire and be automatically repealed at midnight local time on December 31, 2019, unless the City Council acts to renew, extend, amend, or replace this Article.

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining

portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

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

SECTION 4. Penalty. A violation of this ordinance is an offense punishable in accordance with Section 1-1-5 of this code of ordinances.

SECTION 5. Publishing and Effective Date. This ordinance shall be published and become effective according to law. This Ordinance is enacted as a trial program and shall expire and be automatically repealed at midnight local time, on December 31, 2019

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the _____day of _____, 20____; and PASSED on Second and Final Reading the _____day of _____, 20____.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

_____
Bryan S. McWilliams, City Attorney

3C

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	April 2, 2019	**Council Priority**	Regular agenda item

Department	Planning and Development Services Cris Valverde - Assistant Director of Planning and Development Services

Agenda Caption

Public hearing to gather comments for and against annexation of approximately 329 acres in Sections 65 and 66, Block 9, BS&F Survey, Randall County, Texas.

Agenda Item Summary

The proposed annexation represents the continuation of the Heritage Hills Subdivision southward and consists of approximately 329 acres adjacent to the southwest quadrant of Amarillo, near the northwest corner of the Hollywood Rd and Soncy Rd/Loop 335 intersection (map of area attached).

The land is vacant, yet is anticipated to develop with 949 single-family detached and/or attached homes, 39 acres of various non-residential uses, and a new elementary school for the Canyon Independent School District.

On March 26th, Council held the first of two Public Hearings regarding the proposed annexation mentioned above. The second of these Public Hearings is scheduled for Tuesday's agenda.

As was the situation with the first Public Hearing on March 26th, opening the matter for those interested in being heard will need to take place. That said, upon closing the hearing allowing those wishing to speak for or against the annexation, Council is to take action on a resolution that "officially closes the two Public Hearings and sets the date, time, and place for the Readings of the Annexation Ordinance".

The Readings of the annexation ordinance are scheduled to take place on April 23rd and 30th and at this time, the Final Service Plan will be available for Council's analysis. The two Reading of the annexation ordinance is the point in the process, which the proposed annexation's appropriateness is determined.

Requested Action/Recommendation

For this public hearing, staff recommends Council open the second Public Hearing and upon conclusion of the hearing, consider a resolution that "officially closes the two Public Hearings and sets the date, time, and place for the Readings of the Annexation Ordinance".

Community Engagement Summary

Notices of the public hearings were sent as required by State Law (utility companies, property owner, School District, and newspaper etc).

RESOLUTION NO. 04-02-19-_____

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF AMARILLO CLOSING THE PUBLIC HEARINGS ON THE PROPOSED ANNEXATION OF CERTAIN PROPERTY AND SETTING THE DATE FOR THE FIRST AND SECOND READINGS OF AN ORDINANCE ANNEXING SUCH PROPOSED CERTAIN PROPERTY BY THE CITY OF AMARILLO, TEXAS.

WHEREAS, by Resolution passed by this Council on March 5, 2019, public hearings were ordered to provide an opportunity for all interested persons to be heard on the proposed annexation of the properties and territories described as an approximate 329.62 acre tract in said Resolution No. 03-05-19-3; and

WHEREAS, notices of the public hearings were published as required by law; and

WHEREAS, two public hearings were held by the City Council of the City of Amarillo, Texas on March 26, 2019 and April 2, 2019 in compliance with Texas Local Government Code, Section 43.063; and

WHEREAS, this Council heard the arguments for and against the proposed annexation and now determines such public hearings are closed; and

WHEREAS, the proposed annexation of such property referred to above will next be considered in the First and Second Readings of an Ordinance to the City Council.

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

Section 1. This City Council held two public hearings and heard arguments both for and against the proposed annexation of property described as an approximate 329.62 acre tract described more particularly in Resolution No. 03-05-19-3, and it now determines such public hearings are closed.

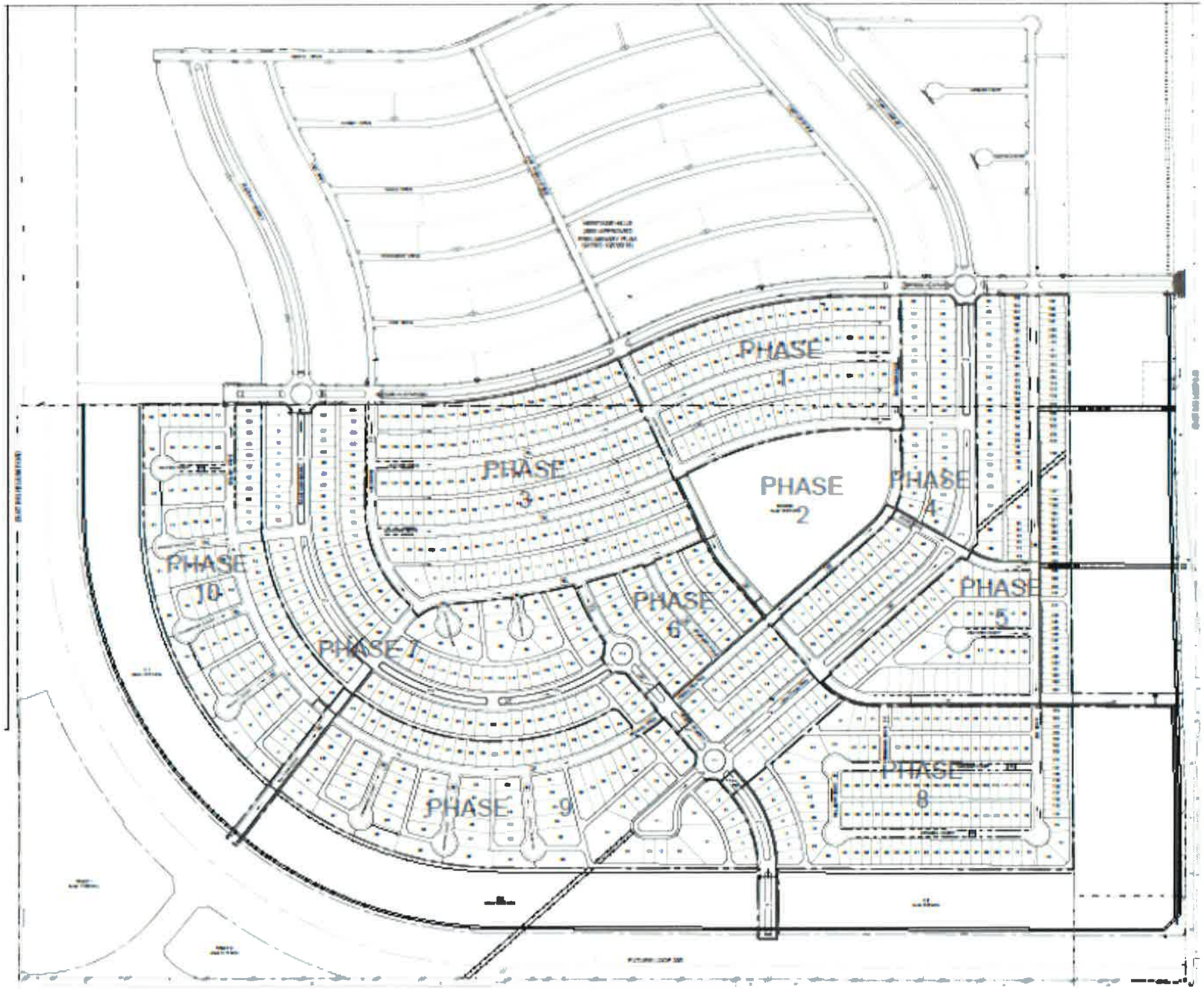
Section 2. At its regular meeting on **April 23, 2019**, this Council will consider the First Reading of an Ordinance, and if passed and approved, then, the Second Reading of the Ordinance, on **April 30, 2019**, shall be held to consider the annexation to the City of Amarillo of the lands and territories described in the Resolution referred to above.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this 2nd day of April, 2019.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Frances Hibbs, City Secretary


PHASE 1
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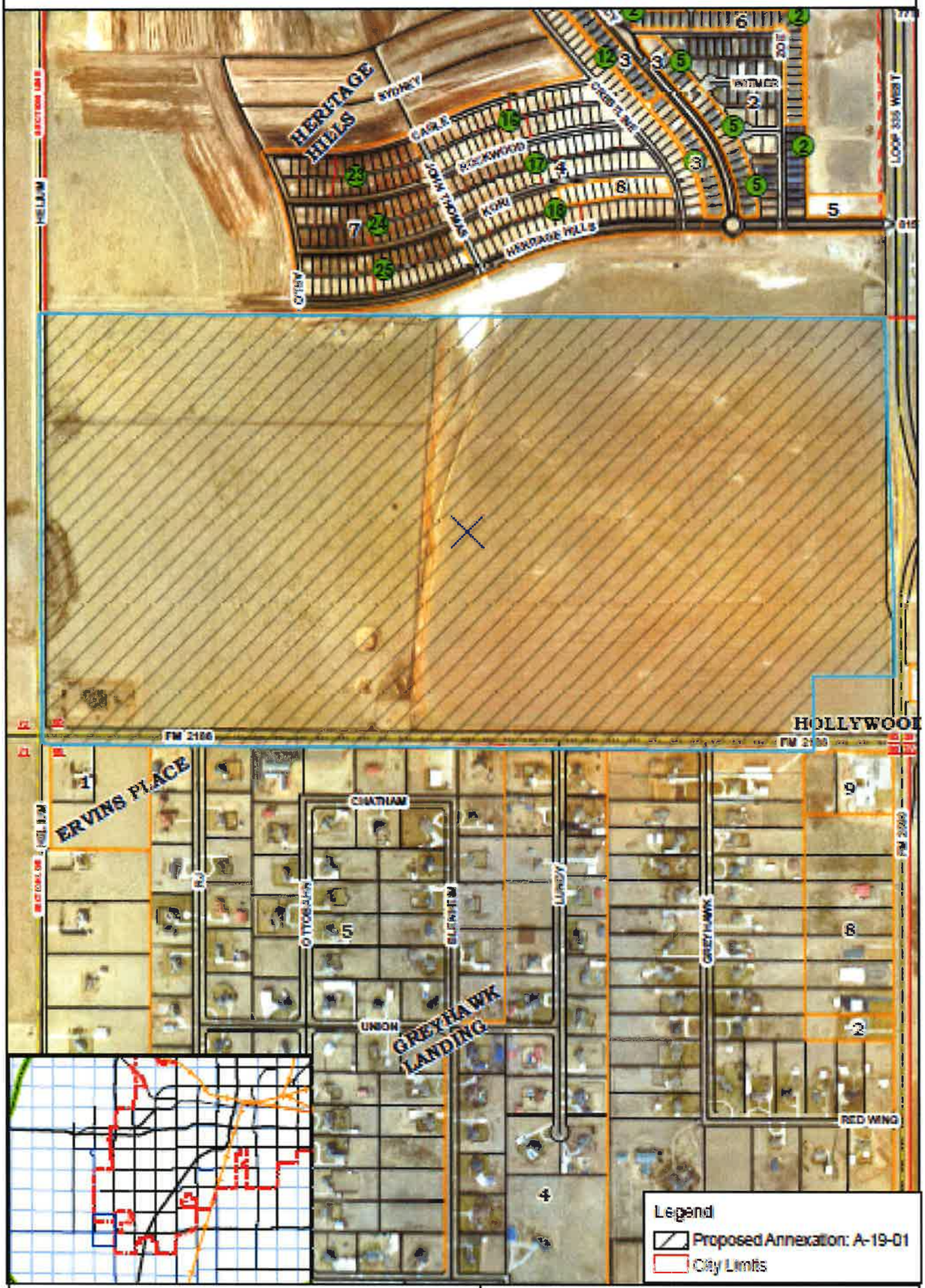
PHASE 10

Annexation of 329.62 +/- Acres



CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 725 feet
Date: 2/27/2019
Case No: A-19-01

Annexation of a 329.62 +/- acre tract of land out of Sections 65 & 66, Block 9, BS&F Survey, Randall County Texas.

3D

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	April 2, 2019	**Council Priority**	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan, Acting Traffic Engineer		

Agenda Caption

CONSIDER APPROVAL – Consider design standard modifications to the 2010 City of Amarillo Hike and Bike Trail Master Plan with a 2019 Plan Update.

Agenda Item Summary

This item is to consider design standard modifications to the 2010 City of Amarillo Hike and Bike Trail Master Plan. Proposed modifications revise the Design Standards portion of the current Master Plan to address multi modal transportation demands on upcoming large infrastructure projects. The new design standards are proposed for projects with roadway design speeds 55 MPH and greater. The update also recommends fully updating the 2010 City of Amarillo Hike and Bike Trail Master Plan and recommends that the Amarillo Area MPO consider a Thoroughfare Master Plan that includes multi-modal considerations. The Traffic advisory Board, Parks and Recreation Board, and the Pedestrian and Bicycle Safety Advisory Committee have all reviewed the proposed modifications and recommend adoption by the City Council.

Requested Action

Consider approval of the 2019 Plan Update to the 2010 City of Amarillo Hike and Bike Trail Master Plan.

Funding Summary

This action requires no funding.

Community Engagement Summary

Each of the three committees reviewing the update engaged the public at their respective meetings.

Staff Recommendation

City staff is recommending approval of the 2019 Update to the Master Plan.

03/28/19____

RESOLUTION NO. 04-02-19-2

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS APPROVING AND ADOPTING AN UPDATE WITH MINOR DESIGN STANDARD MODIFICATIONS TO THE 2010 CITY OF AMARILLO HIKE AND BIKE TRAIL MASTER PLAN; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Amarillo desires to update the 2010 City of Amarillo Hike and Bike Trail Master Plan with minor design standard modifications; and

WHEREAS, Amarillo's Hike and Bike Safety Committee approved and recommended minor modifications to the 2010 City of Amarillo Hike and Bike Trail Master Plan on March 18, 2019;

WHEREAS, the, Amarillo Traffic Advisory Board reviewed and approved the recommendation for such minor modifications to the 2010 City of Amarillo Hike and Bike Master Plan on March 27, 2019; and

WHEREAS, the Amarillo Parks and Recreation Board also reviewed and approved the recommendation for such minor modifications to the 2010 City of Amarillo Hike and Bike Master Plan on March 27, 2019; and

WHEREAS, the Amarillo City Council now finds the minor design standard modifications to the 2010 City of Amarillo Hike and Bike Trail Master Plan is a positive way to promote the public health, safety, and welfare of Amarillo citizens.

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

Section 1. The 2010 City of Amarillo Hike and Bike Trail Master Plan is modified to reflect the minor design standards as shown in the attached document incorporated herein.

Section 2. This Hike and Bike Trail Master Plan shall be used by the Amarillo Parks and Recreation Division, the Amarillo Traffic Engineering Department, appointed boards, and the City administration as a guideline for future development and redevelopment of a Hike and Bike Trail System for the City of Amarillo.

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

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

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

INTRODUCED AND PASSED by the City Council for the City of Amarillo, Texas on this 2nd day of April, 2019.

_____
Ginger Nelson, Mayor

ATTEST:

_____
Frances Hibbs, City Secretary

City of Amarillo Hike and Bike Master Plan

2019 UPDATE

Prologue

The purpose of the Hike and Bike Master Plan is to establish a system of bicycle and walking routes in the City of Amarillo. The City of Amarillo Hike and Bike Master Plan was originally adopted by the City Commission in 2003. An identified objective at that time was to update the plan every five years. The implementation of the original Hike and Bike Master Plan identified a bike system that was citywide and included bike routes, bike paths, and a Rails-to-Trails segment. The 2003 plan called for streets segments identified in the plan with sufficient width to be striped with bike lanes. These locations are primarily around schools and city parks and were designed and implemented to meet State and Federal Safety standards. Maintenance dollars have been allocated to maintain the existing bike route striping on an annual basis. Very few other recommendations from the 2003 plan have been implemented. A staff update to the original plan was issued in 2010, and very few additional recommendations from that update have been implemented. The Hike and Bike Safety committee voted to recommend staff perform a minor amendment to the plan in this 2019 Update specifically aimed at large infrastructure projects with speeds 55 MPH or greater. The committee acknowledges that public input as well as input from other City committee's including the Traffic Advisory Board, and the Planning and Zoning Board are required to make comprehensive changes to the Master Plan; however, this amendment will ensure considerations for multi-modal transportation is part of large infrastructure design during an interim period. The committee has recommended that staff present methods to City Council to fund a holistic update to the Hike and Bike Plan. Since the current plan is an integral part of the Parks Master Plan and the parks department has identified the need to update their Parks Master plan the committee recommended the Hike and Bike Plan be amended simultaneously with the Parks Master Plan. This 2019 update is intended to meet the following objectives.

Goals and Objectives

1. Evaluate and revise the Design Standards portion of the current Hike and Bike Master Plan to meet current city expansion and multi modal transportation demands on large infrastructure; thereby increasing awareness of the recommendations of the plan in the design and development community in preparation for the master plan revision.

The City of Amarillo is experiencing a period of growth and planning for future growth. The design standards for pedestrian and bike amenities are vague, difficult to interpret, and even harder to implement during the planning and development processes. Design standard should clearly identify the expectations for pedestrian and bike facilities associated with the City's public and private growth.

2. Recommend allocating the funding for and adoption of a Hike and Bike Plan that reflects current best practices of municipalities the same or larger in size than the City of Amarillo.

   The Traffic Engineering Division thru the Public Works Department shall submit application for funding in the City of Amarillo Community Investment Program (CIP) for a Hike and Bike Master Plan, and commit itself to submit application for future projects identified in the proposed plan. The adoption of an updated plan should evaluate current and future funding requirements including operation and maintenance costs; consider public and private development impacts, incorporate current best practice design standards; and identify proposed capital projects that can be proposed by the traffic department for funding thru the City's Capital Plan or other identified future funding.

3. Recommend to City of Amarillo and the Amarillo area Metropolitan Planning Organization (MPO) the development of comprehensive Thoroughfare Master Plans for both organizations. These plans must coordinate with each other and incorporate considerations and expectations for multimodal transportation alternatives including pedestrian and bike.

   The City of Amarillo currently has a Master Thoroughfare Map that is not up to date with current City limits; and the Amarillo area MPO does not currently have a Thoroughfare Master Plan. The City's development policies related to Arterial construction have been implemented in all quadrants of the city extending Section Line Arterials as the city annexes new areas. Most of this expansion is not reflected in the current Thoroughfare Map. Additionally the map does not outline future planning considerations or policy considerations. An updated City Thoroughfare Master plan should evaluate current and future funding requirements including operation and maintenance costs; consider public and private development impacts; incorporate current best practice design standards; identify proposed capital projects that can be proposed by the street department for funding thru the City's Capital Plan or other identified future funding; and coordinate with a regional MPO plan. The MPO boundary was modified in 2018 to include all of the City of Amarillo, the City of Canyon, and portions of Potter and Randall Counties. An updated MPO Thoroughfare Master plan should evaluate the current use and projected demands on the transportation facilities within the MPO boundary. Coordination between the

plans could include unified design, development standards, and right of way acquisition criteria that consider multi-modal transportation.

Achieving the above goals will require the cooperation of public and private entities including multiple committees, divisions, departments and individuals. This update combined with previous plans sets in motion strategies to increase awareness of, evaluate, and establish design standards, safety standards, law enforcement programs, funding alternatives, and maintenance standards. This update will be submitted to City departments and the following committees for review: Hike and Bike Safety Committee, Traffic Advisory Board, Parks Advisory Board, City Commission, and the MPO.

DESIGN STANDARDS

These standards are intended to provide design guidelines that facilitate safe and convenient travel for pedestrians and bicyclists on city right of ways and recommend design considerations for facilities with speeds 55 MPH or greater. The installation of sidewalk is required for all commercial and residential development in the City of Amarillo unless specifically waived by the City Engineer. Sidewalk design requirements including applicable portions of the Americans with Disability Act (ADA) are presented in the City of Amarillo standard details and standard specifications. The current City standard calls for 4' sidewalk in residential areas and 6' sidewalk adjacent to commercial development. The Capital Projects and Development (CP&D) Engineering department is the City department responsible for establishing and enforcing the sidewalk requirements during the public capital and private development process.

Bikes may operate on all roads in the City of Amarillo except where specifically prohibited by statute or regulation. The following Design Standards are intended to be general guidelines for the implementation of public bike infrastructure. Applicable Technical analysis, data collection, and safety analysis must be carried out for meaningful implementation of bicycle infrastructure. New pedestrian and bike infrastructure are typically constructed in one of two ways either part of a public capital project or part of private development dedicated to the City upon completion. Whenever roads are reconstructed or constructed appropriate pedestrian and bicycle amenities should be included to accommodate the public's needs. An all age's all abilities design criteria should be considered for all projects. Design professionals should consult the American Association of State Highway Officials (AASHTO) Guide for the Development of Bicycle Facilities and the National Association of City Transportation Officials (NACTO) Designing for All Ages and Abilities Contextual Guidance for High Comfort bicycle Facilities, for guidance in choosing the appropriate facility type identified below. In many cases, the best approach is to improve the existing or proposed infrastructure to accommodate pedestrians and bicyclist in accordance with state and federal policies. However, design analysis including traffic volume, speed, driveway access etc. my indicate it more appropriate to provide isolated pedestrian and bike infrastructure or a parallel route along streets with lower speeds and traffic volumes while maintaining a similar level of access to destination points. By using an all ages all abilities design criteria high traffic volumes and speeds should not be used as justification for not accommodating bicyclists but rather may necessitate the need to accommodate both the recreational cyclist and the utilitarian cyclist.

Bicycle Facility Types:

Bicycle Facility	Best Use	Motor Vehicle Design Speed	Traffic Volume	Other Considerations
Shared Lanes	Minor roads with low traffic volumes. Identified Bicycle route thru typical residential.	20 MPH or lower	Generally less than 1,000 vehicles per day	Could be used to provide alternative to busier area's or streets but may be discontinuous.
Shared Lanes (Wide outside lanes no markings)	Major roads collectors or arterials identified as bike routes where bike lanes are not appropriate because of space constraints or other limitations.	20 MPH or greater	Generally more than 1,000 vehicles per day but less than 3000 vehicles per day	As speeds and volumes increase consider providing markings to indicate the shared lane, providing paved shoulders, or bike lanes.
Marked Shared Lanes(Wide outside lanes with markings)	Major roads collectors or arterials identified as bike routes where bike lanes are not appropriate because of space constraints or other limitations.	20 MPH or greater	Generally more than 3,000 vehicles per day	Useful where on-street parking is available to limit crashes with opening car doors. Designer should look for alternative parallel facilities for less confident users.
Paved Shoulders	Non-curb & gutter sub-urban roadway section or rural state highway.	70 MPH or Less	Generally more than 3,000 vehicles per day	Shoulder width should be a minimum of 6 feet or greater depending on traffic volumes and speeds. i.e. wider shoulders on higher speed or higher volume roads.

Bicycle Facility	Best Use	Motor Vehicle Design Speed	Traffic Volume	Other Considerations
Bike Lane	Major roads, arterials and collectors that provide direct convenient access to major land uses. Also should be used on collector roads and busy residential streets with connections to recreational bike attractions such as parks and schools.	25 to 40 MPH, or high differential speed based on the average user should be evaluated	Generally more than 3,000 vehicles per day but less than 6,000 vehicles per day	Bike lanes can be implemented on nearly all streets that have sufficient space to meet public demands a traffic study should be conducted when existing infrastructure is being modified to evaluate any negative effects to the existing system.
Protected Bike Lane and/or Cycle Track	Major roads, arterials and collectors that provide direct convenient access to major land uses. Also should be used on collector roads and busy residential streets with connections to recreational bike attractions such as parks and schools.	40 MPH or greater or high differential speed between average bicycle and motorist	More than 6,000 vehicles per day, or more than 1 vehicle lane in each direction, or moderate truck or large vehicle volumes.	Where on-street parking is allowed bike lane width should be 5 feet minimum to reduce car door collisions. Intersection design required to reduce bicycle/vehicle conflicts.

Bicycle Facility	Best Use	Motor Vehicle Design Speed	Traffic Volume	Other Considerations
Shared Use Path	Linear corridors providing a separated path for non-motorized users. Intended to supplement an on-road bike network. Encouraged use where public demand exists adjacent to high speed limited access highways.	N/A	N/A	Design path with all users in mind including pedestrian and bicycle. Can be used as an alternative to on-road routes for less experienced or more recreational bicyclist. Intersection analysis and design required to mitigate conflicts with motor vehicles.

Capital Projects:

It shall be the responsibility of the City Engineer and the CP&D Engineering department to evaluate the appropriateness of pedestrian and bicycle improvements to capital projects during the project design or project review process.

Private Development and State Projects:

It shall be the responsibility of the design engineer to evaluate the appropriateness of pedestrian and bicycle improvements required based on the projects proposed use. Consideration should be given to the extension of or connectivity to existing pedestrian and bike routes. The City of Amarillo Traffic Engineer can require traffic engineering analysis in the form of a transportation impact study to justify design assumptions and disclose information to stakeholders about the potential impacts and benefits of any new development during the development review process. It shall be the combined responsibilities of all the development services departments including the Planning Department, the Traffic Engineering Department, and CP&D Engineering Department to evaluate the appropriateness of pedestrian and bicycle improvements during the development review process.

Project Maintenance:

The City of Amarillo Public Works Department shall maintain City public infrastructure during routine roadway maintenance activities including resurfacing and rehabilitation.

3E

Amarillo City Council
Agenda Transmittal Memo

Meeting Date	April 2, 2019	**Council Priority**	Economic Development/Redevelopment

Department	Planning and Development Services	**Contact Person**	Andrew Freeman, Director of Planning and Development Services

Agenda Caption

PRESENTATION AND CONSIDERATION OF A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BETWEEN THE CITY OF AMARILLO AND BSA HOSPITAL, LLC

This item considers approval of a Chapter 380 Economic Development Program Agreement between the City of Amarillo and BSA Hospital, LLC for the relocation and expansion of the Harrington Cancer Center to be located on a 5.71-acre tract on the corner of S. Coulter Street and Wallace Boulevard.

Agenda Item Summary

BSA is currently evaluating and considering a proposal to relocate and expand the Harrington Cancer Center (HCC) into a new 50,000 square feet facility, which will house radiation therapy treatment rooms utilizing state-of-the-art treatment technologies and methodologies. It will also include a technology corridor, new infusion bays, strategic and flexible meeting and collaboration spaces, improved spaces for patient families and visitors, and additional support services. The new facility will not only offer high quality cancer treatment services to Amarillo residents, but is expected to attract patients from outside Amarillo and Potter/Randall counties as well. Staff believes this project meets Align Amarillo's priority efforts to be a leader in Life Sciences innovation as BSA will be able to utilize cutting-edge cancer treatment technology at the new HCC.

BSA intends to retain the existing HCC facility to house administrative staff from the hospital system, in order to ease crowding at other facilities and allow for potential future growth.

This project is one of many capital projects under consideration by BSA's parent company, Ardent Health Services (Ardent). As part of Ardent's consideration for where to allocate capital, they take into account the overall tax impact and return on investment for each project. As such, securing incentives such as the one recommended can have a positive impact on the project economics and make BSA's project look more competitive versus the other projects in Ardent's capital pipeline.

With this in mind, staff is recommending a step-down property tax rebate that would encourage the development to occur sooner when being evaluated by Ardent. The agreement would provide an annual reimbursement at the following levels: **Years 1-3: 90%, Years 4-6: 70%, Years 7-8: 60%, Years 9-10: 50%.**

The applicant would be required to invest a minimum of $20 million for the facility and $6.7 million for the machinery and equipment. A building permit would be required by August 31, 2019 and a certificate of occupancy by August 31, 2021. BSA would also be required to maintain 70 existing employees with a payroll of not less than $12 million and within 12 months following the opening of the HCC, the company shall create 7 new full-time employees with a payroll not less than $600,000.

Requested Action

Request City Council approve the agreement as presented

Funding Summary

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

Community Engagement Summary

This relocation/expansion project meets one of the targeted industries in the Align Amarillo Economic Development Strategic Plan – Agricultural & Life Sciences: Healthcare Services

Staff Recommendation

Staff recommends approval as presented

CITY OF AMARILLO, TEXAS
AND
BSA HOSPITAL, LLC

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF AMARILLO, TEXAS, a Texas home rule municipality ("City"), and BSA HOSPITAL, LLC ("Company"), a Texas limited liability company, each of which may be singularly referred to as "Party" and jointly referred to as "Parties," for the purposes and considerations stated below.

WHEREAS, the Company has applied to the City for financial assistance to construct a new, approximately 50,000 square feet cancer center, which will house radiation therapy treatment rooms utilizing state-of-the-art treatment technologies and methodologies. Will also include a technology corridor, new infusion bays, strategic and flexible meeting and collaboration spaces, improved spaces for patient families and visitors, and additional support services ("Project" or "Center"); and

WHEREAS, the City has the authority under Article 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code ("Chapter 380") to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, the City desires to provide, pursuant to Chapter 380, an incentive to the Company to construct and develop the relocation/expansion of cancer treatment facility in this community; and

WHEREAS, the City has determined that the Project is also desirable for the redevelopment of vacant and unused property; and

WHEREAS, the City has also determined that a grant of funds to the Company will serve the public purpose of promoting local economic development, and stimulating business and commercial activity within the City, and creating and retaining jobs.

NOW THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. PROGRAM APPROVED.

The City Council of the City hereby establishes a Chapter 380 economic development program (the "Program") to facilitate the construction and development of the Project and determines that this Agreement will effectuate the purposes of the Program, and that the Company's performance of its obligations herein will promote local economic development and stimulate business and commercial activity in the City.

SECTION 3. TERM.

This Agreement shall be effective as of the Effective Date for a period of ten (10) years and shall terminate when all terms and conditions of this Agreement have been fulfilled unless terminated earlier pursuant to the terms of this Agreement.

SECTION 4. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement:

"Agreement" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

"Certificate of Occupancy" means an approval issued by the City after final inspection reflecting that construction of the Improvements has been completed in conformance with all appropriate City codes and requirements.

"City" means the City of Amarillo, Texas, a Texas home-rule municipality, whose address for the purposes of this Agreement is 601 S. Buchanan Street, Amarillo, Texas 79101.

"Company" means BSA Hospital, LLC, a Texas limited liability company, authorized to do business in Texas, whose address for the purposes of this Agreement is 1500 Wallace Blvd, Amarillo TX 79106.

"Effective Date" means the last date this Agreement is signed by either Party.

"Event of Default" means and includes any of the Events of Default set forth below in the section entitled "Events of Default."

"Force Majeure" means any act of God or the public enemy, war, riot, civil commotion, fire, explosion or flood, and strikes or other act beyond the reasonable control of the Parties, but not including lack of funds.

"Improvements" means the completed construction of a new, approximately 50,000 square feet cancer center, which houses radiation therapy treatment rooms, a technology corridor, new infusion bays, strategic and flexible meeting and collaboration spaces, improved spaces for patient families and visitors, and additional support services, all on a site described on EXHIBIT A, and pursuant to the Concept Plan attached hereto as Exhibit B, with a required

minimum new investment of not less than $20,000,000 for construction, and installation of fixed machinery and equipment with a value of not less than$6,700,000.

"Job" or position means a full-time job or position requiring a minimum of 2080 hours of work per year, including allowance for vacation and sick leave. Individual salary or wages must equal at least the federal minimum wage or as otherwise specified in this Agreement. Total hours of all part-time employees shall be combined and divided by 2080 to determine the number of full-time job equivalents provided by part-time employees. This term includes only employment at the Center and not independent contractors unless specifically provided for in this Agreement. The term includes employees of BSA Hospital, LLC, affiliates and subsidiaries employed in the Center.

"Project" means the design, construction, and operation of cancer treatment center described as "Improvements" and on Exhibits A & B.

"Program Grant" or "Program Grant Payment" means the economic development grants to be paid by the City to the Company in accordance with this Agreement.

"Property" means that real property on which the Project is to be located and being more particularly described on the attached Exhibit A.

"Property Tax increment" means the difference in the City ad valorem property tax revenue on the Property between the year in which this Agreement was approved (being 2019 and using the PRAD appraised value for that year as the base value) and January 1 of each subsequent tax year during the term of this Agreement.

"Property Taxes Paid" means the total amount of ad valorem property tax revenue (real and business property) paid to and received by the City, generated by the Project.

SECTION 5. OBLIGATIONS OF COMPANY.

The Company covenants and agrees with the City that, while this Agreement is in effect, it shall comply with the following terms and conditions, which are prerequisites to being eligible for a grant(s) from the City:

(1) Completion of Improvements. The Company agrees that it must receive a building permit and all necessary financing and governmental approvals no later than by December 31, 2019; and Company further agrees that the Improvements will be completed and receive a Certificate of Occupancy no later than December 31, 2021. If requested in writing by the Company, the City may extend these deadlines, if in the City's reasonable discretion the City determines that an extension is warranted upon (a) an event of Force Majeure that suspends construction of the Improvements for a period of time such as to prevent the Improvements from receiving the Certificate of Occupancy within the time specified above; (b) disruption due to construction of infrastructure improvements by the City for a period of time such as to prevent the Improvements from timely receiving the Certificate of Occupancy; or (c) Company and City mutually agree

to one (1) extension period of not more than 120 days for convenience of both parties. Failure or refusal to timely complete the Improvements as required by this Agreement, including the minimum capital investment, shall be considered an Event of Default under this agreement.

(2) Jobs. Within 90 days following the opening of the Center for business with the public, and continuing for the duration of this Agreement, the Company shall maintain seventy (70) existing employees (with an annual payroll of not less than $12,000,000). Additionally, within twelve (12) months following the opening of the Center for business with the public, and continuing for the duration of this Agreement, the Company shall create a minimum of seven (7) new full time employee positions with an annual payroll of not less than $600,000 each year. For the calculation of new full time employees, any employees hired after the effective date of this Agreement shall qualify toward the minimum of seven (7) required.

(3) Performance. The Company agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between the Company and the City.

(4) Undocumented Workers. The Company certifies that the Company does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended, in carrying out its obligations under this Agreement. If during the Term of this Agreement, the Company is convicted of a violation under 8 U.S.C. § 1324a (f), the company will repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of the prime rate published in the *Wall Street Journal* plus two percent (2%) per annum, not later than the 120th day after the date the City notifies the Company of the violation.

(5) Taxes. During the term of the Agreement, the Company shall timely pay all ad valorem taxes (real and business property) and all other taxes and charges due by the Company to the City or other governmental entity (to the extent such is not being contested in good faith). Failure or refusal to do so shall constitute a default of this Agreement by the Company.

SECTION 6. OBLIGATIONS OF CITY.

A. Program Grant Payments. Upon verification of the Company's timely and proper performance of its Obligations in Section 5 of this Agreement, then City shall pay to the Company certain grants according to the following terms:

(1) Annually reimburse the Company a percentage of the annual Property Tax Increment for a period of ten (10) years commencing on the date the first Program Grant Payment is paid to the Company, as follows:

- Years 1-3 at 90% of the Property Tax Increment
- Years 4-6 at 70% of the Property Tax Increment
- Years 7-8 at 60% of the Property Tax Increment

- Years 9-10 at 50% of the Property Tax Increment

(2) The Company shall furnish evidence reasonably satisfactory to the City, on or before March 1 of the year following issuance of the Certificate of Occupancy for the Improvements, and on or before March 1 of each year thereafter during the Term of this Agreement, that the Company has performed the Jobs requirement of this Agreement and Property Taxes Paid, City utility charges or other fees due and owing, and that all such taxes and fees for the preceding year have been paid in full (to the extent such is not being contested in good faith).The City will thereafter within 30 days pay the Program Grant Payment that is due to the Company.

(3) Partial Compliance. In the event the Company has not complied with the Jobs obligation of Section 5 for a particular year, then the annual Program Grant Payment to the Company for that year may be reduced by the same percentage that the Company is short of the Jobs obligation stated in Section 5. Once a reduced Program Grant Payment is made for partial compliance for a particular year, then the Company will be considered to have satisfied the requirements for jobs for that year, if in compliance with all other conditions of this Agreement.

B. Enterprise Project Support. If requested by the Company, City commits to support the Company in a Texas Enterprise Project nomination.

C. Administrative Assistance. City will endeavor to provide Company administrative assistance with facilitating and expediting City permit reviews as is feasible.

SECTION 7. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

(1) Default. Failure of the Company or the City to comply with or to perform any term, obligation, covenant or condition contained in this Agreement or in any related documents, and the Company or the City fails to cure such failure within thirty (30) days after written notice from the City or the Company, as the case may be, describing such failure, or if such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if the Company or the City fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such failure.

(2) False Statements. Any written warranty, representation or statement made or furnished to the City by the Company, or the City to the Company under this Agreement or any document(s) related hereto furnished by the Company or the City to the receiving Party is/are false or misleading in any material respect, either now or at the time made or furnished, and the furnishing Party fails to cure same within thirty (30) days after written notice from the receiving Party describing the violation, or if such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if the furnishing Party fails to commence such cure within such thirty (30) day period or fails to continuously

thereafter diligently prosecute the cure of such violation, or if the furnishing Party obtains actual knowledge that any such warranty, representation or statement has become false or misleading after the time that it was made, and the furnishing Party fails to provide written notice to the receiving Party of the false or misleading nature of such warranty, representation or statement within ten (10) days after the furnishing Party learns of its false or misleading nature.

(3) Insolvency. The dissolution or termination of the Company's existence as a going business or concern, the Company's insolvency, appointment of receiver for any part of the Company's property, any assignment of all or substantially all of the assets of the Company for the benefit of creditors of the Company, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Company unless, in the case of involuntary proceedings, such proceedings are discharged within ninety (90) days after filing.

SECTION 8. EFFECT OF AN EVENT OF DEFAULT.

(1) Notice and Remedies. In the event of default under this Agreement, including without limitation, Section 7, the non-defaulting Party shall give written notice to the defaulting Party of any default, and the defaulting Party shall have the period provided in Section 7 to cure said default. Should said default remain uncured as of the last day of the applicable cure period and the non-defaulting Party is not otherwise in default, the non-defaulting Party shall have the right to immediately terminate this Agreement. In the event the City terminates this Agreement as a result of the foregoing, it will have no further obligation to make any remaining Program Grant Payment, including that of the current year, nor the immediately preceding year. Additionally, the Company will immediately owe the City repayment of the previous Program Grant Payments made to the Company, plus interest at the rate of the prime rate per annum. The Company shall pay such funds to the City within sixty (60) days of termination. In the event the City is the party in default, the City will cure the default as soon as possible and will pay the amounts under the Agreement, plus interest at the rate of the prime rate published in the *Wall Street Journal* plus two percent (2%) per annum. Repayment of previous Program Grant Payments will take into account exceptions for partial compliance adjustments found in Section 6. (3) under this Agreement.

(2) Damage Limitation. Under no circumstances shall the Company be liable to the City under this Agreement for damages in excess of the aggregate amount of funds paid by the City to the Company pursuant to this Agreement. Neither party shall be liable to the other for indirect, special or consequential damages except as provided for in Section 5.

SECTION 9. ADDITIONAL PROPERTY TAX PROVISIONS

The following additional Property Tax provisions are a part of this Agreement:

(1) Legislative or Judicial Changes. In the event of any legislative or judicial interpretation that limits or restricts the City's ability to pay the Property Tax rebates or

other incentive herein provided or otherwise extracts or imposes any penalty or other restriction upon the calculation or payment of same, such rebate will be modified or cease as of the effective date of such limitation or restriction and be of no further force, effect or consequence in which event the City shall be under no further obligation to the Company as of the effective date of such limitation or restriction. However, the City and the Company agree to modify the rebate provided for herein to the extent permitted by such legislative or judicial action to the fullest extent then authorized without penalty or other restriction upon the City for the payment of same.

(2) Erroneously Paid Property Tax. In the event the City Council or a court of competent jurisdiction determines that any property taxes were erroneously overpaid or underpaid by the Company to the City, an appropriate credit or offset shall be applied against the next Program Grant Payment provided for herein. If there is not another Program Grant Payment remaining under this Agreement, then Company and City respectively promise to issue to the other any and all such payments or repayments as indicated in order to balance the books for the erroneously paid property tax. Notification of any such required adjustment will be provided to the Company at the earliest practical date.

SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

(1) Amendments. At any time, the City and the Company may amend this Agreement for the mutual benefit of the Parties, or for any other reason, including an amendment to induce the Company to continue development and commercial activities in the City when this Agreement could otherwise be terminated. The City and the Company agree to consider reasonable requests for amendments to this Agreement which may be made by either of the Parties hereto, lending institutions, bond counsel or financial consultants. Any amendments to this Agreement must be in writing and signed by the appropriate authorities of both the City and the Company.

(2) Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Potter County, Texas. Venue for any action arising under this Agreement shall lie in the state courts of appropriate jurisdiction in Potter County, Texas.

(3) Assignment. This Agreement may not be assigned without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(4) Binding Obligation. This Agreement shall become a binding obligation on the Parties upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. The Company warrants and represents that the individual executing this Agreement on the Company's behalf has full authority to execute this Agreement and bind it to the same.

(5) Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(6) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(7) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. All prior written or oral offers, counteroffers, memoranda of understanding, proposals and the like are superseded by this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment. Neither Party is relying on any statement, representation, or warranty of the other Party not expressly set out in this Agreement. Each of the undersigned authorized representatives of the Parties, warrants and represents and does hereby state and represent that no promise or agreement which is not herein expressed has been made to him or her in executing this Agreement, and that neither of the signatories is relying upon any statement or representation of any agent of the Parties. Each Party is relying on his or her own judgment and each Party has been represented by independent counsel of its choosing. This Agreement shall not be construed against the drafter hereof, but shall be construed as if all Parties drafted the same.

(8) Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such Party was delayed. This section does not affect the Company's obligations or the City's discretion described in Section 5(1).

(9) Further Acts and Releases. The City and the Company each agrees to take such additional acts and execute such other documents as may be reasonable and necessary in the performance of their obligations hereunder.

(10) Governmental Powers; Waiver of Immunity. By execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities or rights.

(11) No Third Party Beneficiaries. The performance of the respective obligations of the City and the Company under this Agreement are not intended to benefit any Party other than the City or the Company, except as expressly provided otherwise herein. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

(12) Notices. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by hand, or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, or (iii) upon delivery via a delivery service, Federal Express or any other nationally recognized overnight courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof, and addressed as follows:

If to Company:	BSA Hospital, LLC 1500 Wallace Blvd. Amarillo TX 79106 ATTN: Lorenzo Olivarez
If to the City:	City of Amarillo 601 S. Buchanan Amarillo, Texas 79101 ATTN: City Manager

(13) Right of Offset. Notwithstanding the provisions of Section 9(2), the City may, at its option, after prior written notice and a 30 day period to cure, offset any amounts due and payable under this Agreement against any debt lawfully due and owing to the City from the Company, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt has been reduced to judgment by a court.

(14) Relationship of Parties. The Parties shall not be deemed in a relationship of partners or joint ventures by virtue of this Agreement, nor shall either Party be an agent, representative, trustee or fiduciary of the other. Neither Party shall have any authority to bind the other to any agreement.

(15) Severability. The City and the Company declare that the provisions of this Agreement are severable. If it is determined by a court of competent jurisdiction that any term, condition or provision hereof is void, voidable, or unenforceable for any reason whatsoever, then such term, condition or provision shall be severed from this Agreement and the remainder of the Agreement enforced in accordance with its terms.

(16) Time is of the Essence. Time is of the essence in the performance of this Agreement.

(17) Attorneys' Fees. In the event that either Party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing Party in that action or proceeding shall be entitled to have and recover from the non-prevailing Party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing Party may suffer or incur in the pursuit or defense of such action or proceeding.

CITY OF AMARILLO, TEXAS

By: _____
Jared Miller, City Manager

Date: _____

ATTEST:

By: _____
Frances Hibbs, City Secretary

APPROVED AS TO FORM

By: _____
Bryan S. McWilliams, City Attorney

BSA HOSPITAL, LLC,
a Texas limited liability company

By: _____

_____, Managing Member

Date: _____

Attachments: Exhibits A & B

EXHIBIT "A"

A 5.71 acre tract of land being a portion of Lot 1, Block 1, Amarillo Medical Center Unit No. 14, an addition to the City of Amarillo, Potter County, Texas, according to the recorded map or plat thereof, of record in Volume 2304, Page 716 of the Official Public Records of Potter County, Texas, situated in Section 26, Block 9, B.S.& F. Survey, Amarillo, Potter County, Texas, surveyed on the ground by Robert Keys and Associates on this 11th day of September, 2018, and said tract of land being further described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rebar with a cap stamped "KEYS R.P.L.S. 2507", found at northwesterly corner of Lot 4-B, Block 1, Amarillo Medical Center Unit No. 22, an addition to the City of Amarillo, Potter County, Texas, according to the recorded map or plat thereof, of record under Clerk's File No. 20180PR0009517 of the Official Public Records of Potter County, Texas;

Thence S. 22° 07' 48" E., (Directional Control GPS Observation WGS-84), at 310.78 feet pass a 3/8 inch iron rebar with a cap stamped "KEYS R.P.L.S. 2507", found at the southwesterly corner of said Lot 4B, a total distance of 453.50 feet to a 3/8 inch iron rebar with a cap stamped "KEYS R.P.L.S. 2507", set at the southeasterly corner of this tract of land, from whence a 1/2 inch iron rebar with a cap stamped "KELLEY-R.P.L.S.", found at the northeasterly corner of Lot 2, Block 1, Amarillo Medical Center Unit No. 9, an addition to the City of Amarillo, Potter County, Texas, according to the recorded map or plat thereof, of record in Volume 1579, Page 31 of the Official Public Records of Potter County, Texas bears N. 68□ 23' 16" E., 73.46 feet;

Thence S. 68° 23' 16" W., 467.99 feet along the north line of said Lot 2, Block 1 to a 1/2 inch iron rebar, found at the southwesterly corner of this tract of land and same being the northwesterly corner of said Lot 2;

Thence N. 25° 18' 46" W., 375.58 feet along the easterly right-of-way line of Coulter Street (dedication not found) and same being the most northerly west line of said Lot 1 to a 1/2-inch iron rebar, found at the beginning of a curve to the right having a radius of 1372.50 feet;

Thence Northwesterly, along said curve easterly right-of-way line of said Coulter Street, and same being the most northerly west line of said Lot 1, an arc distance of 175.94 feet, with a chord of N. 21□ 42' 58" W., 175.82 feet to a "X" cut in concrete, found at the most westerly northwest corner of this tract of land and the end of said curve;

Thence N. 32° 32' 57" E., 37.97 feet along a street right-of-way cut-off corner and same being the chamfer corner of the westerly and northerly lines of said Lot 1 to a 1/2-inch iron rebar, found at the most northerly northwest corner of this tract of land;

Thence N. 83° 00' 19" E., 472.98 feet along the southerly right-of-way line of Wallace Boulevard as dedicated in Volume 1030, Page 19 of the Deed Records of Potter County, Texas, and same being the northerly line of said Lot 1 to the **POINT OF BEGINNING**.

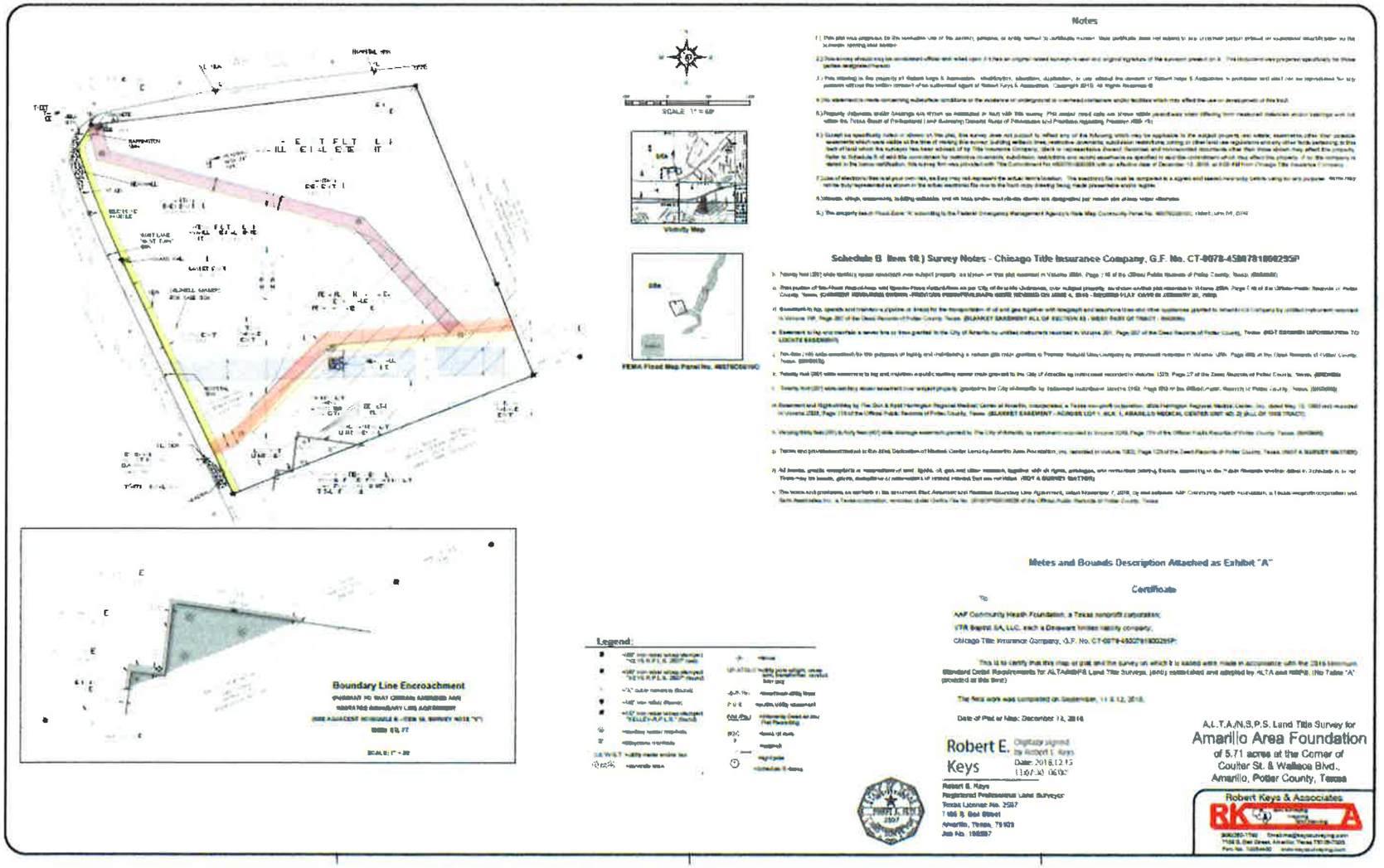
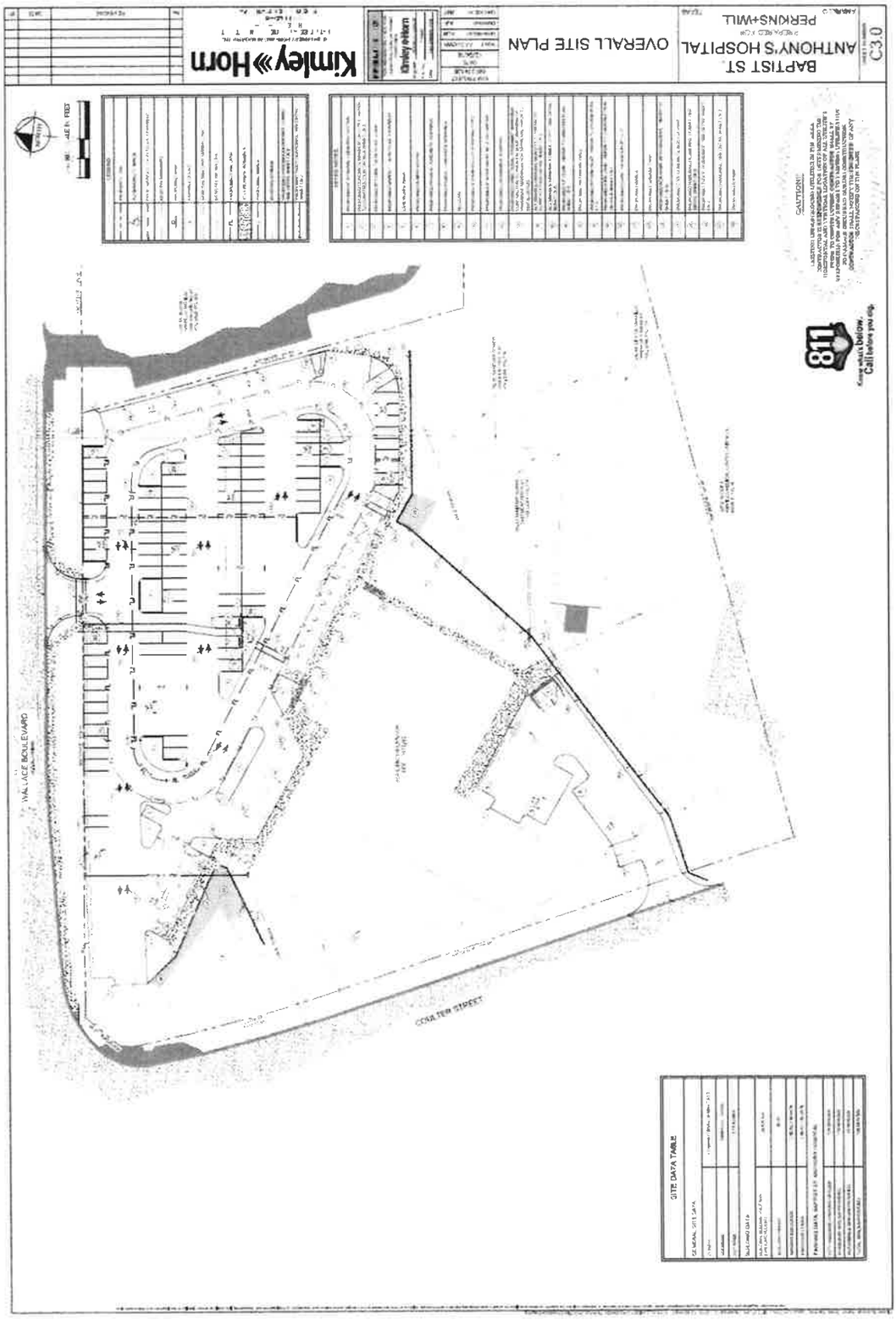

Notes
Schedule B Item 10.) Survey Notes - Chicago Title Insurance Company, G.F. No. CT-0078-4580781800295P
Boundary Line Encroachment
Legend:
Metes and Bounds Description Attached as Exhibit "A"
Certificate
Robert E. Keys
Registered Professional Land Surveyor
Texas License No. 2587
A.L.T.A./N.S.P.S. Land Title Survey for
Amarillo Area Foundation
of 5.71 acres at the Corner of
Coulter St. & Wallace Blvd.,
Amarillo, Potter County, Texas
Robert Keys & Associates

EXHIBIT "B"


BAPTIST ST
ANTHONY'S HOSPITAL
PERKINS+WILL
OVERALL SITE PLAN
C3.0
Kimley»Horn
GOLIAD STREET
SITE DATA TABLE