

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, JANUARY 5, 2016 AT 4:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments
 - (2) Neighborhood Planning Initiative
 - (3) Consider appointments to Boards and Commissions:
 - Advisory Committee for People with Disabilities
 - Amarillo Hospital District Board of Managers
 - Bi-City-County Health District Board
 - Board of Review-Landmarks & Historic District
 - City Center Tax Increment Reinvestment Zone #1 Board of Directors
 - Community Development Advisory Committee
 - Construction Advisory and Appeals Board
 - Downtown Urban Design Review Board
 - (4) Consider future Agenda items
- B. City Council may convene in Executive Session in accordance with the Texas Open Meetings Act, Texas Government Code, Section 551.074, Discussion regarding appointments to vacant Board positions; Section 551.074, to conduct annual review of Council appointee Municipal Court Judge.

REGULAR MEETING ITEMS

INVOCATION

1. **MINUTES:**
Approval of the City Council minutes of the regular meeting held on December 21, 2015.
2. **ORDINANCE NO. 7575:**
This is the first reading of an ordinance amending the Amarillo Municipal Code, Chapter 8-5 to amend procedures and definitions, adopt regulations and set fees for public swimming pools and spas and other water facilities to include the issuance of permits and conduct of inspections. The ordinance amendment is recommended by the Bi-City County Health Board.
3. **ORDINANCE NO. 7576:**
This is the first reading of an ordinance rezoning 1.12 acre tract of land out of Block 8, Lawrence Park Addition Unit No. 4, in Section 227, Block 2, AB&M Survey, Randall County, to change from Planned Development District 144 to Light Commercial District, in the vicinity of Mockingbird Lane and Georgia Street. It is recommended for approval by a 5:0 vote of the Planning and Zoning Commission.
4. **ORDINANCE NO. 7577:**
This is the first reading of an ordinance rezoning 6.62 acre tract of land in Section 39, Block 9, BS&F Survey, Randall County, to change from Multiple Family District 1 to General Retail District and Office 1 District, in the vicinity of Soncy Road/Loop 335 and Hillside Road. It is recommended for approval by a 4:1 vote of the Planning and Zoning Commission.

5. **ORDINANCE NO. 7574:**

This is the second and final reading of an ordinance rezoning 11.39 acres of land in Section 39, Block 9, BS&F Survey, Randall County, to change from Agricultural District to General Retail District, in the vicinity of Soncy Road/Loop 335 and Hillside Road.

6. **APPOINTMENTS – BOARDS AND COMMISSIONS:**

Appointments are needed for the following boards:

Animal Management & Welfare Advisory Board (3-year terms)

10/08/2013	Dr. Jim Cook	10/07/2015
01/07/2014	Andrea Slater Gulley	01/06/2016

Amarillo-Potter Events Venue District (2-year terms)

11/01/2002	Glenn McMennamy	10/01/2015
11/02/2002	Vance Reed	10/01/2015

Planning and Zoning Commission (3-year terms)

08/12/2008	Dean Bedwell	07/19/2015
05/14/2014	Mark Rowh	05/15/2017 – (resigned)

Traffic Advisory Board (3-year terms)

11/27/2012	Walt Kelley	11/26/2015
12/11/2012	Steve Rogers	12/10/2015

Zoning Board of Adjustment (3-year terms)

10/16/2012	Ryan Brewster	09/01/2015 – Alternate
10/16/2012	Barry Lynch	09/01/2015 – Alternate (resigned)
08/24/2001	Matt Thomas	09/01/2015

7. **CONSENT AGENDA:**

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

A. **Purchase – Solid Waste Refuse Containers:**

Award to low responsive bidder: Roll-Offs of America/USA -- \$88,800.00

This item approves the purchase of 200 3-cubic yard refuse containers used for both residential and commercial solid waste customers. These units will be used both to replace existing containers that are no longer repairable and to accommodate growth. The cost of the container purchase is 20.28% less than the last purchase in January 2015. Funding for this purchase is in the approved Solid Waste Collection Department budget in the minor tool account.

B. **Purchase – Residential Solid Waste Refuse Bags:**

Award to low responsive bidder: Central Poly Bag Corporation -- \$74,550.00

This item approves the purchase of refuse bags used by the Solid Waste Collection Department. Bags are provided to residential solid waste customers located on hand-trash pickup routes. This purchase is for 105,000 pounds of bags that will supply customers for one-year. The price is 10.69% less than the last purchase in January 2015. Funding for this purchase is available in the current Solid Waste Department budget in the trash bag account.

C. **Purchase – Liquid Ferrous Chloride:**

Award to sole bidder: OFS, Inc. -- \$131,365.83

This item approves the annual contract for the purchase of liquid ferrous chloride. This chemical is used by the City's Wastewater Collection Department to help control odors in the system. The annual contract is for approximately 180,000 pounds of product delivered in a liquid form. The cost has increased 19% from the last contract. Funding for this purchase is available in the approved Wastewater Collection Department budget in the chemical products account.

- D. Award – Construction Services – Osage Water Treatment Plant Filter OSG Air Scour System:
Award to low responsive bidder: Red River Construction Co. -- \$1,579,900.00

This item approves replacement of the Osage Water Treatment Plant filter OSG Air Scour System underdrain in Filters #1-4. Funding for the construction is available from the approved Utilities Division Capital Improvement budget in the air scour system account.

- E. Approval – Pre-Coated Aggregate Annual Contract:
Award to sole bidder: J Lee Milligan, Inc. -- \$432,575.00

This item approves the annual contract for pre-coated B4 aggregate. Approximately 5,500 cubic yards of this aggregate is purchased annually to be used in the summer residential street sealcoat program. The unit price per cubic yard is less than 1% lower than last year's contract. Funding for this purchase is available in the approved Street Department budget in the R&M improvements account.

- F. Approval – Engineering Services Contract Amendment #1– Osage Water Treatment Plant:
Alan Plummer & Associates, Inc.
Original Award: \$64,120.00
Amendment No. 1: \$20,500.00
Total Contract: \$84,620.00

This item approves an amendment to the consulting engineering contract with Alan Plummer and Associates, Inc. for engineering services at the Osage Water Treatment Plant. The proposed amendment utilizes Alan Plummer Associates, Inc.'s expertise during construction of the improvements to the existing filter beds and the development of recommended improvements. Funding for this project is available from the approved Utilities Division Capital Improvement budget in the air scour system project account.

- G. Approval – Engineering Services Agreement:
KSA Engineers, Inc.
Maximum not to exceed fee: \$155,500.00

This item considers an agreement to provide engineering services for the construction of a 12" water collection pipeline, pumps and well appurtenances and roadways in the NE Carson County Well Field, for well access road culvert/bridge located in Section 15, Block 1, SK&K Survey, in Potter County, Texas. Funding for this contract is available in the approved Utilities Division Capital Improvements budget.

- H. Approval – Portal Use Agreement:
Texas Municipal Retirement System

This item provides the City of Amarillo with a voluntary client portal (secure internet site) where city-designated users can access confidential employee data. The City's Human Resources Director serves as the City Portal Administrator. There is a need to re-assign authorization to specific city-designated Users.

PUBLIC FORUM

Comments from interested citizens on matters pertaining to City policies, programs or services.

(This is the opportunity for visitors and guests to address the City Council on any issue. The City Council may not discuss any presented issue, nor may any action be taken on any issue at this time. Texas Attorney General Opinion JC-0169)

MISCELLANEOUS

1. Planning and Zoning Commission, minutes of December 7, 2015.
2. Boards and Commissions – appointments as listed on attached.

Amarillo City Hall is accessible to individuals with disabilities through its main entry on the south side (Southeast 7th Avenue) of the building. An access ramp leading to the main entry is located at the southwest corner of the building. Parking spaces for individuals with disabilities are available in the south parking lot. City Hall is equipped with restroom facilities, communications equipment and elevators that are accessible. Individuals with disabilities who require special accommodations or a sign language interpreter must contact the City Secretary's Office 48 hours prior to meeting time by telephoning 378-3013 or the City TDD number at 378-4229.

Posted this 31st day of December 2015.

Amarillo City Council meetings stream live on Cable Channel 95 and are available online at:
www.amarillo.gov/granicus
Archived meetings are also available.



STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 21st day of December 2015, the Amarillo City Council met at 4:00 p.m. for work session and at 5:00 p.m. for the regular session both held in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

PAUL HARPOLE
ELISHA L. DEMERSON
BRIAN J. EADES
RANDY BURKETT
MARK NAIR

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

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

TERRY CHILDERS
WILLIAM MCKAMIE
KELLEY SHAW
FRANCES HIBBS

INTERIM CITY MANAGER
INTERIM CITY ATTORNEY
PLANNING DIRECTOR
CITY SECRETARY

The invocation was given by Alan Abraham. Mayor Harpole led the audience in the Pledge of Allegiance.

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

ITEM 1: Mayor Harpole presented the minutes for December 15, 2015. Motion was made by Councilmember Nair to approve the minutes; motion was seconded by Councilmember Burkett, and unanimously carried to approve the minutes.

ITEM 2: Mayor Harpole presented an ordinance rezoning 11.39 acres of land in Section 39, Block 9, BS&F Survey, Randall County, to change from Agricultural District to General Retail District, in the vicinity of Soncy Road/Loop 335 and Hillside Road. Motion was made by Councilmember Burkett, seconded by Councilmember Demerson, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7574

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 SONCY ROAD/LOOP 335 AND HILLSIDE ROAD, RANDALL COUNTY, TEXAS, PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3: Mayor Harpole presented an ordinance rezoning 2.41 acres of unplatted land in Section 63, Block 9, BS&F Survey, Randall County, to change from Agricultural District to General Retail District, in the vicinity of Hillside Road and Soncy Road. Motion was made by Councilmember Nair, seconded by Councilmember Demerson, that the following captioned ordinance be passed on second and final reading:

ORDINANCE NO. 7571

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 ELLEN HOPE STREET AND PRATHER AVENUE,
RANDALL COUNTY, TEXAS, PROVIDING A SAVINGS CLAUSE;
PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE
DATE.

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

ITEM 4: Mayor Harpole presented an ordinance rezoning 22.27 acres of land in Section 63, Block 9, BS&F Survey, Randall County, to change from Agricultural District and Planned Development District 373A to Amended Planned Development District 373B for retail and mutli-family land uses, in the vicinity of McKenna Square and Chatham Square. Motion was made by Councilmember Burkett, seconded by Councilmember Eades, that the following captioned ordinance be passed on second and final reading:

ORDINANCE NO. 7572

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 MCKENNA SQUARE AND CHATHAM SQUARE, RANDALL COUNTY, TEXAS, PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 5: Mayor Harpole presented an ordinance rezoning 3.54 acres of unplatted land in Section 63, Block 9, BS&F Survey, Randall County, to change from Agricultural District to Amended Planned Development District for expansion of an existing new/used outdoor auto sales lot, in the vicinity of Soncy Road and Pilgrim Drive. Motion was made by Councilmember Eades, seconded by Councilmember Demerson, that the following captioned ordinance be passed on second and final reading:

ORDINANCE NO. 7573

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 SONCY ROAD AND PILGRIM DRIVE, RANDALL COUNTY, TEXAS, PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 6: Mayor Harpole presented a resolution adopting the policies and procedures for the Amarillo City Council. Mr. Childers stated the Council received these policies and procedures at their Council workshop. Motion was made by Councilmember Nair, seconded by Councilmember Burkett, that the following captioned resolution be passed:

RESOLUTION NO. 12-21-15-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: THE ADOPTION OF CITY OF AMARILLO CITY COUNCIL POLICY AND PROCEDURES

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

ITEM 7: Mayor Harpole presented a resolution setting the date and time for a public hearing on January 12, 2016, at 5:00 p.m. to determine if the properties at 602 South Alabama Street and 311 East Hastings Avenue constitute public nuisances and thereby declared as dangerous structures. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing. Motion was made by Councilmember Nair, seconded by Councilmember Eades, that the following captioned resolution be passed:

RESOLUTION NO. 12-21-15-2

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

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

ITEM 8: Mayor Harpole advised that appointments are needed for certain boards and commissions. Councilmember Burkett motioned that the Animal Management & Welfare Advisory Board appointments be tabled until January 5, 2016. Motion was seconded by Councilmember Nair.

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

Motion was made by Councilmember Eades, seconded by Councilmember Demerson and unanimously carried. to appoint to the Colonies Public Improvement District Advisory Board, Wesley Lawhorn, Dean Crump and Vicki Bryan to replace Lew Bradshaw, Craig Bryan and Eric White, such terms to expire September 30, 2018; to appoint to the Library Advisory Board, Joe Sullivan and Monica Smith-Hart to replace Dave Kemp and Rita Wilson, such terms to expire July 19, 2018; to appoint to the Potter-Randall Emergency Communications, Sam Baucom and Martin Birkenfeld to replace Perry Gilmore and Judith Weshinsky-Price, such terms to expire January 9, 2018; and to increase the number of board appoints to the Vineyard Public Improvement District Advisory Board by appointing Larry Teague, Jay Henry, and to reappoint Kent Meyer, Thomas Nielsen, and Thomas Nielsen, Jr., such terms to expire September 30, 2018.

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

ITEM 9: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Motion was made by Councilmember Eades to approve the consent agenda excluding Items B and E; seconded by Councilmember Demerson.

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

Councilmember Burkett inquired as to who owned the golf carts and who receives the revenue from them. Mr. Rod Tweet, Director of Parks and Recreation, stated the City owns the golf carts and receives 90.5% of the revenue and 9.5% is paid to the contractor. Motion was made by Councilmember Burkett to approve Item B; seconded by Councilmember Demerson.

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

Councilmember Demerson asked for clarification on Item E. Mr. Cowell stated this item had been held off to finalize and settle-up on the punch list. Councilmember Burkett inquired if the contractor was happy with the settlement. Mr. Cowell replied they had discussions with the owners to arrive at this solution. Motion was made by Councilmember Demerson to approve Item E, seconded by Councilmember Nair.

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

A. Purchase – Paper Goods:

Award to low responsive bidders by line item as follows:

Wagner Supply Co.	\$113,400.00
Lines 3, 5, 6, 8	
Empire Paper Company	5,452.70

Lines 4, 9	
Miller Paper Co.	6,735.90
Lines 2, 4, 9	
LD Supply Co.	1,062.00
Line 7	
Mayfield Paper Co.	507.00
Line 1	
Total Award	\$127,157.60

This item is the annual purchase of paper goods for use by various City departments and in public buildings. Included in this contract are cups, hand towels, toilet tissue, Kleenex and other paper items. This contract is a 4.07% increase from the current one. Funding for this purchase is in the approved FY 2015/2016 Central Stores Department operating budget.

B. Award – Golf Carts:

Award to low responsive bidder: Club Car North Texas Branch -- \$99,129.00

This item approves the purchase of golf carts for the Ross Rogers Golf Complex. The equipment will replace units which have exceeded their useful life. The overall purchase represents a 7% increase in cost from the last purchases. Funding is available from the Municipal Garage Machinery budget.

C. Approval – Rental Housing Rehabilitation Project:

Project Owner: TLCBS, LLC
Total Project Cost -- \$127,545.52

This is approval of a rental housing rehabilitation project to renovate a single-family rent home at 311 South Independence Street. Of the \$127,545.52 total cost for this project, the project owner will provide \$63,772.76 of the funding. The City Community Development Block Grant – Home Rental Rehabilitation Program will provide the remainder or \$63,772.76 of project funding. This Community Development funding is from federal funds allocated to the City for this purpose.

D. Approval – Rental Housing Rehabilitation Project:

Project Owner: TLCBS, LLC
Total Project Cost -- \$176,815.00

This is approval of a rental housing rehabilitation project to renovate a duplex family rent home at 506 South Bryan Street. Of the \$176,815.00 total cost for this project, the project owner will provide \$96,815 of the funding. The City Community Development Block Grant – Home Rental Rehabilitation Program will provide the remainder or \$80,000 of project funding. This Community Development funding is from federal funds allocated to the City for this purpose.

E. Approval – Change Order No. 3 – Rehabilitation of Southwest 34th Avenue from Soney Road to Coulter Street:

Original Contract:	\$2,071,210.00
Previous Change Orders:	\$35.52
Current Change Order: reduction in liquidated damage days	
	\$ 142,250.90
For a total of change orders	<u>\$ 142,286.42</u>
Revised Contract:	\$ 2,231,496.42

This item approves Change Order No. 3 to the contract with L.A. Fuller & Sons Construction, Co. Ltd. for work performed on the rehabilitation of Southwest 34th Avenue from Soney Road (Loop 335) to Coulter Street. The change order is to pay for repair work to the roadway that became necessary prior to the road being fully opened and accepted. Funding for this change order is available in the approved Engineering Department Capital Improvements Program

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

Mayor Harpole announced that this is the end of the regular agenda, but this time is reserved to hear from any citizen concerning matters pertaining to City policies, programs or services not on today's agenda. The public forum is set under the Open Meetings Act and that during the public forum the City Council can respond with a statement of fact, a statement of City policy or decide whether to place an item on a future agenda. Allen Finegold, 2601 North Grand Street, stated he was encouraged to hear at the work session that the City's website will include community issues, but he cautioned substituting the information for public hearings on critical issues. There were no further comments.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Paul Harpole, Mayor

DRAFT



2



Interoffice Memorandum

EHD 16-06

Date: December 29, 2015

To: Bob Cowell, Interim Deputy City Manager


12/29/15

From: Shaun May, Director
Department of Environmental Health

Subject: Updates to the Proposed Public Swimming Pool Draft Ordinance

On December 9th I met with the Amarillo Lodging Association (ALA) to discuss the fees associated with the implementation of the proposed ordinance. While only a small group of their members attended (less than 12), I was able to secure a better understanding of their concerns and scheduled a lunch meeting with the more vocal members on December 14th. At the December 14th meeting a consensus was achieved on the permit fees and other operational elements that were concerns of the association. Mr. Goodrich, President of the ALA, agreed to send a Letter of Support for the modification of the ordinance. I also reached out to Mrs. Litz, ED of the Apartment Association of the Panhandle, to let her know of the modifications and she also agreed to provide a Letter of Support. I expect to receive the Letters of Support shortly.

Below is a summary of the modifications to the draft ordinance:

- The annual permit fee was reduced from \$250 to \$200 for pools/spas/PIWF open for more than 9 months out the permit year. The fee for additional units was reduced from \$125 to \$50.
- The seasonal permit fee was reduced from \$125 to \$100 for pools/spas/PIWF open for less than 9 months out of the permit year. The fee for additional units was reduced from \$75 to \$50.
- The pool service technician certification course and requirements were also amended:
 - The initial 2-day course with exam will remain at \$125 per seat
 - A refresher course will be offered for those who have taken the initial course with the City. The refresher course will be a one day course with exam and will be offered for \$50 per seat.
 - The pool service technician course will be offered for free for the first year of the program.
 - Newly hired pool service technicians will have 90 days from the date of hire to provide proof of certification.

DATE _____

ORDINANCE NO. 7575

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 8-5, ARTICLE I, TO ADD NEW DEFINITIONS, ADOPT STATE LAW FOR PUBLIC SWIMMING POOLS AND SPAS; RE-ORDER OF SOME EXISTING PROVISIONS; ARTICLE IV, TO AMEND THE PROCEDURES FOR PERMIT SUSPENSIONS, APPEALS, AND PERMIT DISPLAY; CLARIFYING CERTAIN RESTAURANT AND ON-SITE SEPTIC RULES; AND AMENDING FEE SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Bi-City-County Health Board has recommended the amendments made in this ordinance, to adopt state regulation for public and semi-public pools, spas, and splash pad-type of water facilities; and, conforming amendments to issue permits and conduct inspections for such facilities; and

WHEREAS, the Amarillo City Council finds that these amendments will promote the public health and safety;

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

SECTION 1. The Amarillo Municipal Code, Chapter 8-5, Article I, Section 8-5-1 be and hereby is amended to read as follows:

Sec. 8-5-1. Definitions.

~~In the~~ The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Public Health Services: Public health programs that provide public health promotion and maintenance; infectious disease control and prevention services; environmental and consumer health programs; public health education and information services, laboratory services; and administrative services.

Public interactive water feature and fountain (PIWF). Any indoor or outdoor facility or installation maintained for public recreation that includes interactive water features or fountains such as but not limited to: water sprays, dancing water jets, waterfalls, dumping buckets, shooting water cannons in various arrays for the purpose of wetting the persons playing in the various water sprays and streams. Further, a PIWF:

(1) May be a stand-alone facility or may share a water supply, disinfection system,

filtration system, circulation system, or other treatment system that allows water to co-mingle with a pool or fountain;

(2) May be publicly or privately owned;

(3) May be operated by an owner, lessee, operator, licensee, or concessionaire, regardless of whether a fee is charged for use;

(4) Includes those that are open exclusively to members of an organization and their guests; residents of a multi-unit apartment building or apartment complex, residential subdivision, or other multi-family residential areas; schools; day care facilities; youth centers or camps; hotel or other public accommodations;

(5) Does not include: (i) one that is located on private property under the control of the property owner or the owner's tenant and serves only a single-family residence or duplex and is intended for use by not more than two resident families and their guests; and (ii) fountains, installations, amusement rides, or other attractions, whether decorative or interactive, in which only incidental water contact occurs.

Public pool. Any swimming, spray, wading or spa pool or PIWF used for public recreation, aquatic sports, or therapeutic purposes and open to the general public with or without a fee.

* * *

Semi-public pool. Any swimming, spray, wading or spa pool or PIWF operated for and in conjunction with: (1) lodging such as hotels, motels, apartments, condominiums, or mobile home parks; (2) property owner associations, private organizations, or clubs; or (3) a school, college or university while being operated for academic or continuing education classes. The use of such a swimming, spray, wading or spa pool or PIWF would be open to occupants, members or students, etc., and their guests but not open to the general public.

* * *

Spa. A permanent or portable structure that is two (2) feet or more in depth and that has a surface area of two hundred fifty (250) square feet or less and a volume of three thousand two hundred fifty (3,250) gallons or less which is intended to be used for bathing or other recreational uses and is not drained and refilled after each use. It may include, but is not limited to, hydrojet circulation, hot water, cold water, mineral baths, air induction bubbles, or any combination thereof. Industry terminology for a spa includes, but is not limited to, hydrotherapy pool, whirlpool, hot spa, hot tub, etc. The term does not include or refer to a business establishment that uses the term, such as a day spa or a health spa.

The term does not include a 1 or 2 family residential spa located on private property intended for use by the residents and guests.

Special aquatic activity device. An interactive play device, such as a slide, spray stream, or similar item, utilizing water that is re-circulated.

SECTION 2. The Amarillo Municipal Code, Chapter 8-5, Article I, Section 8-5-2 be and hereby is amended in part to read as follows:

Sec. 8-5-2. Adoption of State Law, Rules and Regulations.

(a) The following Chapters of the Texas Health and Safety Code and applicable administrative regulations as published by the Texas Department of State Health Services and the Texas Department of Licensing and Regulation, as such ~~as the same~~ now exists ~~or is~~ and hereafter amended or re-codified, are hereby adopted by reference as if fully set out herein:

- (1) No change
- (2) Chapter ~~229~~ 228 Texas Food Establishment Rules (~~Section 229.161-171 and 229.173-175 only~~)
- (3-7 NO CHANGES)
- ~~(b)~~ (8) The Texas Administrative Code, Chapter 285, On-site Sewage Disposal Rules as published by the ~~Texas Natural Resource Conservation Commission~~ Texas Commission on Environmental Quality as the same now exists or is hereafter amended are hereby adopted by reference as if fully set out herein. (~~Also see Amarillo Municipal Code, Section 4-5-21. Plumbing Code adopted.~~)
- (9) The Texas Administrative Code, Chapter 265, Subchapter L, Standards for Pools and Spas (Section 185-208).
- (10) The Texas Administrative Code, Chapter 265, Subchapter M, Public Interactive Water Features and Fountains

SECTION 3. The Amarillo Municipal Code, Chapter 8-5, Article IV, Section 8-5-15 be and hereby is amended in part to read as follows:

Sec. 8-5-15. - Fees.

- (a.) – (p.) [NO TEXT CHANGE]
- (q) Annual permit (year round usage) for Public pools and spas, PIWF; Semi-public pools, spas, PIWF.....\$200 or, if more than one at the same property, then \$50 for each unit after the first. Fees will not be pro-rated. Permits are non-transferable.

(r.) Seasonal permit (Operating less than 9 months of the permit year) for Public pools, spas, PIWF; Semi-public pools, spas, PIWF \$100 or, if more than one at the same property, then \$50 for each unit after the first.

(s) Re-inspections to re-open a closed pool: \$50. Every effort will be made to re-inspect the same day of notification that the violation(s) has been corrected. Re-inspections of closed pools will be made within one working day. A re-inspection fee for code compliance may be required on the 2nd re-inspection.

(t) Late fees for annual public pool permits will be \$50 and for seasonal permits will be \$25.

(u) Cost per seat in the Certified Pool Technician course will be \$125 for the initial 2-day course and exam. A one day refresher course with exam will be offered for \$50 per seat for those who have taken the initial course with the City. Payments must be made in advance and are non-refundable.

(v) Application and plan review for new construction, modification, or repair of a public swimming pool, spa, or PIFW: \$50.

SECTION 4. The Amarillo Municipal Code, Chapter 8-5, Article IV, Section 8-5-16 be and hereby is amended in part to read as follows:

Sec. 8-5-16. Permits required; nontransferable; term; other.

(a) Permits required. (1) No person may engage in, conduct or operate a Food Establishment without a valid permit issued to such person by the City of Amarillo.

(b) (2) No person shall install any on-site sewage disposal system or make additions, modifications or alterations without having first applied and received a permit from the Health Officer.

(3) No person shall operate any abattoir, slaughterhouse, meat or meat food product processing establishment for the processing of meat or meat food products within the corporate limits of the City unless such person shall have been issued a permit by the Health Officer for such permit.

(4) No person shall install or operate a Public or Semi public pool, spa, or PIWF without a valid permit issued to the owner or operator by the Health Officer or designee.

(e) (b) Nontransferable. Permits issued under this section are not transferable to any other owner or operator.

~~(d)~~ (c) Term. All permits issued as ~~Food Establishments and on-site sewage systems~~ under this section shall remain in force for one (1) year from the date of issuance unless sooner revoked or suspended.

~~(e)~~ (d) Specific Requirements for Food Establishment Permits.

(1) Plans and specifications. No Food Establishment shall be permitted to open, operate, or conduct business unless detailed plans and specifications of proposed construction, additions, or major alterations have been submitted to and approved by the Health Officer.

~~(f)~~ (2) Any person or association whether incorporated or unincorporated who operates a Food Establishment at a fixed location for a period of time of not more than fourteen (14) consecutive days in conjunction with a single event or celebration shall obtain a Temporary Permit for each separate location prior to the commencement of any such operation.

~~(g)~~ (3) A permit for a temporary Food Establishment is required for each day and each booth. Failure to obtain a Temporary Permit when required constitutes an offense punishable in accordance with Section 8-5-4 of this Code.

~~(h)~~ (4) Any Person who is not eligible for a Temporary Permit must obtain a Food Establishment permit.

~~(i)~~ — No person shall operate any abattoir, slaughterhouse, meat or meat food product processing establishment for the processing of meat or meat food products within the corporate limits of the City unless such person shall have been issued a permit by the Director of the Environmental Health Department for such permit. Such permit may be revoked for violation of any provision or regulation of this article.

~~(j)~~ (e) Specific Requirements for On-site Sewage Disposal Permit. No permit will be issued for the construction of on-site sewage disposal system within three hundred (300) feet of a usable public sewer line.

(f) Pool Service Technician Certification. An individual who services a public pool or semi-public pool by maintaining the cleanliness, water quality and chemical balance of public pools must be certified in accordance with this section. To be certified an individual must demonstrate knowledge of sanitary operation and maintenance of pools including: pool cleaning, general pool maintenance, make-up water supply, bacteriological, chemical and physical quality of water and water purification, testing, treatment, and disinfection procedures. The technician must attend a training course and pass a test acceptable to the Department. The certification training may be provided by the Department. The following certifications, or their equivalent, will be accepted by the Department: N.R.P.A Aquatic Facility Operator; NSPF Certified Pool-Sap Operator; YMCA "Pool Operator on Location; NSPI Professional Pool and Spa Operator; ASPSA Licensed Aquatic Facility Technician; other equivalent certifications with Department approval. Certification is conferred upon an individual and is non-transferable. Bi-annual certification is required unless an alternate

certification with a longer term is recognized by the Department. A certified pool technician who wishes to modify the structural integrity of the pool or pool equipment from the original or approved design must give prior notification and receive approval from the Health Officer. The preceding sentence does not prohibit the changing of filters, hoses, trap covers, and similar routine pool maintenance and repair that does not require a licensed plumber, electrician, or pool contractor to perform. Newly hired pool service technicians will have up to 90 days from the date of hire to provide proof of certification in accordance with this section.

SECTION 5. The Amarillo Municipal Code, Chapter 8-5, Article IV, Section 8-5-17 be and hereby is amended in part to read as follows:

Sec. 8-5-17. Suspension of permit and Appeals.

(a) Whenever the sanitary conditions of any Food Establishment, Public pool, spa or PIWF or semi-private pool spa or PIWF, or On-site Sewage Disposal system shall, in the judgment of the Health Officer, be such as to render the establishment a public health nuisance, the Health Officer is authorized to forbid the sale of food from such establishment, use of the water feature, or On-site Disposal system, and to suspend the permit of such ~~establishment~~ as for so long as such condition exists.

Further, any facility or establishment that is issued a permit under this chapter may be closed when in the opinion of the Health Officer any aspect of the design, installation, operation, or maintenance of the facility does not comply with applicable standards of this chapter or permit requirements. Such closure or suspension shall continue until the facility conforms to the standard or permit requirement.

(b) If an imminent health hazard exists including but not limited to lack of refrigeration, sewage backup into the facility, fire damage, loss of electricity, or lack of a water supply under pressure, the establishment shall immediately cease Food Service operations, on-site sewage disposal, and recreational water uses. Operations shall not be resumed until authorized by the Health Officer.

(c) Following suspension of the permit the operation of the ~~Food Establishment~~ permitted facility shall immediately be discontinued until the defects which caused the suspension have been corrected.

(d) Following correction the applicant may request a re-inspection be made. If the defects are corrected, the Health Officer may order the reinstatement of the permit.

(e) A Food Establishment which scores more than thirty (30) demerits on any inspection shall pay a Reinspection Fee for the next inspection. This inspection will be scheduled on the next regular work day. The Health Officer is authorized and empowered to suspend the Food Establishment permit of any Food Establishment in violation of this article.

(f) A Public or Semi-Public pool, spa, or PIWF is found to be open and operating at a level that does not comply with the disinfectant, pH and/or water clarity parameters defined in 25 TAC 265.204(a) figure 25.

(f) (g) Should the Health Officer summarily close a Food Establishment, On-site sewage disposal system, Public Pool for violations of this article and should the person in control desire to appeal such decision prior to correcting the violations, such person may give written notice to the City Secretary of the desire to appeal, stating the reasons why the conditions noted by the Health Officer are not in violation of this article. The City Commission Council will hear the matter on its next available agenda and determine whether or not the Health Officer's summary decision should be set aside or sustained until the violations are corrected. The Food Establishment, Public Pool, or On-site sewage disposal system may not operate during the period of appeal.

SECTION 6. The Amarillo Municipal Code, Chapter 8-5, Article IV, Section 8-5-19 be and hereby is amended in part to read as follows:

Sec. 8-5-19. Applications and Inspections Procedures.

(a) An application for a ~~Food Establishment~~ permit under this chapter shall be filed with the Health Officer on a standardized form that shall contain such information as the Health Officer may require.

(b) When an application for a ~~Food Establishment~~ permit is filed, the Health Officer shall inspect the premises and equipment with which the applicant carries on, or intends to carry on his the business, facility or activity.

(c) If upon such inspection it is found to the satisfaction of the Health Officer that such premises, including all buildings, rooms or places, and equipment used or to be used by the applicant ~~in the prosecution of his business conforms to the food and sanitary laws of the State, the ordinances of the City and the regulations of~~ applicable law, standards and permit requirements of this ordinance, the Health Officer, may issue a permit to the applicant.

(d) A permit fee shall accompany every application submitted.

(e) Applications for temporary permits must be submitted two (2) working days before the day of the event. Applications will not be taken at the site of the temporary event. If a temporary Food Establishment is operating without an approved application or permit, a notice to cease operations will be issued.

(f) When the Health Officer discovers any violation of this article, such violations shall be noted on the inspection report. For a Food Establishment, One (1) copy of the inspection report made by the Health Officer shall be posted upon the inside wall in a conspicuous location of the Food Establishment. The Such copy of the inspection report shall not be defaced or removed by any Person other than the Health Officer. A second

copy of the inspection report shall remain on file with the Environmental Health Department.

SECTION 7. The Amarillo Municipal Code, Chapter 8-5, Article IV, Section 8-5-20 be and hereby is amended in part to read as follows:

Sec. 8-5-20. Displays.

(a) Generally. A permit issued under this division shall be posted in a conspicuous place ~~in the Food Establishment at the premises~~ for which it was issued, plainly visible and legible to the public or users of the premises.

(b) Food Establishments. (1) Hand washing signs in both English and Spanish shall be prominently posted in each toilet room used by Employees.

~~(c)~~ (2) No food product shall be displayed outside the confines of the Food Establishment except fruits and vegetables which are peeled, cooked or shelled prior to consumption, which shall be protected from animal and rodent contamination and exposure to direct sunlight.

SECTION 8. 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 9. 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 10. Continuation. That nothing in this ordinance (or any code adopted herein) shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this ordinance and such prior law is continued in effect for purposes of such pending matter.

SECTION 11. Penalty. A violation of this ordinance is an offense punishable in accordance with Section 1-1-5 of this code of ordinances.

SECTION 12. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the _____ day of _____, 2015; and PASSED on Second and Final Reading the _____ day of _____, 2015.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

DRAFT

RECEIVED

DEC 29 2015

CITY OF AMARILLO

THE CITY OF AMARILLO, TEXAS

Interdepartmental Memorandum

December 29, 2015

To: Terry Childers, Interim City Manager

From: Laura Bergey, Planner I

Thru: Bob Cowell, Deputy City Manager of Development Services
Kelley Shaw, Planning Director  12/29/15

Subject: Rezoning of a 1.12 acre tract of land out of Block 8, Lawrence Park Addition Unit No. 4, in Section 227, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Planned Development District 144 to Light Commercial District. (Vicinity: Mockingbird Ln & Georgia St)
APPLICANT: KWK LLC

Vote: 5:0 approval

The above referenced item was recommended for approval by the Amarillo Planning and Zoning Commission at its meeting of December 21, 2015.

Area Characteristics

Adjacent zoning consists of Light Commercial to the north, to the east, and to the south and Residential District 1 and Multi Family District 1 to the west.

Adjacent land uses consist of retail and commercial uses to the north, east and south, and residential uses to the west.

Proposal

The applicant is requesting a zoning change to Light Commercial in order to allow more flexibility in uses allowed on the existing property. The property is currently zoned Planned Development 144 and allows for self-storage warehouses and mixed commercial offices.

The applicant is of the opinion that Light Commercial zoning will increase development potential and is appropriate for the area given the Planned Development is surrounded on three sides by Light Commercial.

Analysis

Staff's analysis of zoning change requests begins with referring to the Comprehensive Plan's Future Land Use and Character Map in order to identify what it recommends for future land uses. Staff also considers how any zoning change would impact the Comprehensive Plan's recommended Neighborhood Unit Concept (NUC). Staff also considers existing zoning and development patterns in the area, whereby this section is largely zoned for and developed with commercial uses.

This tract is separated from residences to the west by a "non-standard" road (Kentucky St). The Future Land Use and Character map shows this property as being appropriate for general commercial land uses. Although this area does not exhibit characteristics typically associated with the NUC model, this request is similar to existing zoning and development patterns of the area.

It is also important to note that this tract of land was originally zoned Light Commercial before the existing Planned Development was approved.

Recommendation

Considering the above, staff is of the opinion that the applicant's request is appropriate and in character with the area's development and zoning patterns. Therefore, staff recommends approval as submitted.

Notices have been sent out to property owners within 200 feet regarding this proposed rezoning. At the time of this report, the Planning Department has received two calls from residents with no opposition to the rezoning. An update will be provided at the Planning and Zoning Commission meeting should there be any changes.

ORDINANCE NO. 7576

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 MOCKINGBIRD LANE AND GEORGIA STREET, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of a 1.12 acre tract of land out of Block 8, Lawrence Park Addition Unit No. 4, in Section 227, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Planned Development District 144 to Light Commercial District and being further described below:

BEGINNING at the most westerly southeast corner of this tract of land and same being the southeast corner of said 0.395 acre tract of land.

Thence N. 89° 59' 32" W., 90.04 feet along north right-of-way line of Mockingbird Lane as dedicated by Lawrence Park Addition Unit No. 2, an Addition to the City of Amarillo, Randall County, Texas, according to the recorded map or plat thereof, recorded in Volume 190, Page 335, Deed Records of Randall County, Texas to the southwest corner of this tract of land and the beginning of a curve to the left with a radius of 1420.00 feet;

Thence Southwesterly, along said curve and northerly right-of-way line of said Mockingbird Lane, an arc distance of 100.28 feet with a chord of S. 87° 58' 03" W., 100.26 feet to the end of said curve and the southwest corner of this tract of land;

Thence North (Directional Control – Record Plat), at 93.53 pass the northwest corner of said 0.395 acre tract of land, a total distance of 242.20 feet along the east right-of-way line of Kentucky Street as dedicated by said Lawrence Park Addition Unit No. 4 to the northeast corner of this tract of land;

Thence N. 89° 59' 47" E., 212.14 feet along the south line of a 0.4603 acre tract of land described in that certain instrument recorded in Volume 2421, Page 81 of the Official Public Records of Potter County, Texas to the northeast corner of this tract of land;

Thence South, 148.67 feet to the most easterly southeast corner of this tract of land;

Thence South, 89° 59' 47" W., 21.90 feet along the north line of a 0.407 acre tract described in that certain instrument recorded in Volume 1435, Page 458 of the Deed

Records of Randall County, Texas and a jog corner of and a jog corner of this tract of land;

Thence South, 90.00 feet along the common lines of said 0.395 acre tract of land to the POINT OF BEGINNING.

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

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

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

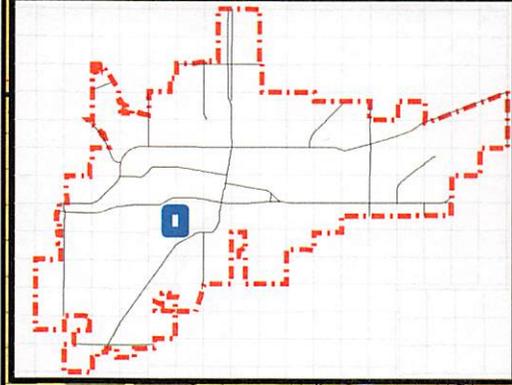
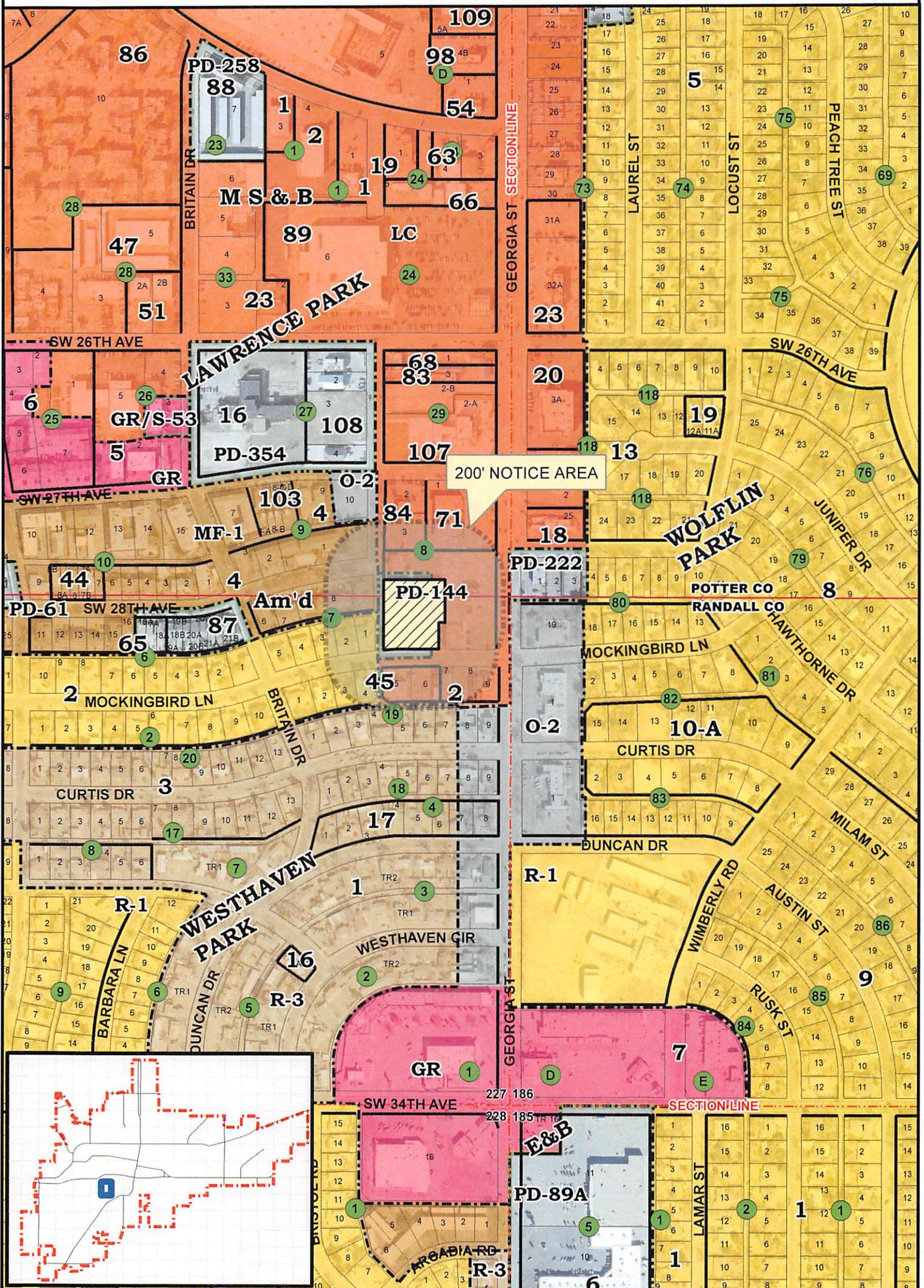
INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the _____ day of January, 2016 and PASSED on Second and Final Reading on this the _____ day of January, 2016.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

REZONING FROM PD TO LC



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'
 Date: 12-11-15
 Case No: Z-15-33



Z-15-33 Rezoning of a 1.12 acre tract of land out of Block 8, Lawrence Park Addition Unit No. 4, in Section 227, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Planned Development District 144 to Light Commercial District.

Applicant:
 Vicinity: Mockingbird Ln. & Georgia St.

AP: L-13



4

THE CITY OF AMARILLO, TEXAS

Interdepartmental Memorandum

December 29, 2015

To: Terry Childers, Interim City Manager

From: David Soto, Planner I DS 12/29/15

Through: Bob Cowell, Deputy City Manager, Development Services [Signature] 12/29/15
Kelley Shaw, Planning Director [Signature] 12/29/15

Subject: Z-15-28 Rezoning of 11.39 acres of land to change from Agricultural District to General Retail District (Tract 1) and a 6.62 acre tract of land to change from Multiple Family District 1 to General Retail District and Office 1 District (Tract 2), plus one-half of all bounding streets, alleys, and public ways all in Section 39, Block 9, BS&F Survey, Randall County, Texas. (Vicinity: Soncy Rd/Loop 335 & Hillside Rd).
APPLICANT: Edward Scott

Vote: Tract 1 4:0 approval
Tract 2 4:1 approval

Area Characteristics

Tract 1

Tract 1 zoning was previously recommended for approval by the Planning and Zoning Commission and was approved by the City Council at its first reading on December 21st. The second and final reading is scheduled for January 5th.

Tract 2

Adjacent zoning consists of General Retail to the north and east, Multiple-Family District 1 to the south, and Residential 3 District to the west.

Adjacent land uses consist of various retail activities to the north across Hillside Rd, undeveloped land to the east, single-family detached homes to the south and single-family detached homes to the west.

Proposal

This tract is within the Greenway Subdivision. Initially, the applicant requested General Retail zoning for the entirety of the tract in order to allow for the development of various non-residential land uses.

However, since the initial submittal, the applicant has requested a modification of the zoning designation. Details of this change and reasoning are discussed below.

Analysis

Tract 2

When taking into account the current zoning of Tract 2 (Multiple-Family District 1) within the square mile section of land, the site's zoning pattern complies with the recommended Neighborhood Unit Concept (NUC) pattern of development. This conformance with the NUC is based on the fact that the current zoning of the site provides an appropriate transition from retail activities immediately east of the site to the residential development to the west and south. This "transition" in zoning is intended to help mitigate negative impacts typically associated with non-residential activities (light, noise, and commercial traffic).

Upon review of the applicant's initial request to rezone all of Tract 2 to General Retail, staff expressed concern with the possible removal of this established "transitional" zoning. Whereas, should retail zoning be approved for the entire tract, retail activities would be immediately across from an entire half-block of single-family residential development. Planning Department contacted the applicant to discuss development plans for this particular tract. Planning staff commented that although expansion of retail

zoning westward along Hillside Rd was not inappropriate in and of itself, a preferred zoning and development pattern would be to provide another row of single-family detached homes along the east side of Greenways Dr. By providing another "row" of single-family detached homes, existing residences along the west side of Greenways Dr. would front other residences and the residences on the east side would back up to the non-residential development.

The applicant commented that they preferred development plans that include retail activities for roughly the north half of Tract 2 along Hillside Rd and office development for roughly the south half of Tract 2.

Given the applicant's plans for development and in an effort to provide a clearer understanding of potential development (based on zoning designations) to area property owners, staff recommended that the applicant revise the request for Tract 2 to indicate General Retail (GR) for the north half and Office District 1 (O1) for the south half. The applicant agreed with staff's recommendation and is requesting GR and O1 for Tract 2 as discuss above.

Taking into account the Comprehensive Plan's Future Land Use Map designates this area for Suburban Commercial uses as well as existing retail zoning to the east and north of Tract 2, staff acknowledges that General Retail for the north half is not entirely out of character for the area nor is Office District 1 zoning for the south half. Office zoning is considered a less intense zoning and could offer an appropriate transition in zoning and/or buffer to residences to the south.

Recommendation

The Planning and Zoning Commission continues to prefer single-family land uses along both sides of Greenways Dr. However, GR zoning may be considered appropriate given the reasons stated above. Commissioners' Staff's opinion is based on the belief that although homes to the west of Greenways Dr would still face non-residential land uses, by designating the south half of the site with a less intense non-residential zoning (office), the overall external impacts could be minimized.

Also of note, is that the Greenways Conceptual Development Plan designates all of Tract 2 for high-density multi-family land uses. Staff believes that such uses (apartment complex or group living quarters) could have similar characteristics such as noise, light, and traffic as uses allowed in a GR district. Therefore, considering the above, Planning and Zoning Commissioners believes that the applicant's request for both retail and office zoning for Tract 2 is reasonable and recommends approval as presented.

Notices have been sent out to property owners within 200 feet regarding this proposed rezoning. Many owners have expressed opposition to this request. The owners stated concern with the possibility of facing a non-residential use, increased traffic, and the type of visual screening that would or would not be put in place.

This zoning request was originally considered by the Planning and Zoning at their October 26th meeting. It was tabled until the November 9th Planning & Zoning meeting to allow the applicant time to meet with those in opposition and discuss the issue. The Planning and Zoning Commission met on November 9th where it was once again tabled in order for the parties, both for and against, to discuss possible alternatives.

The Planning and Zoning Commission considered the request for a final time on December 21st where the developer /applicant proposed drafting deeds restrictions that would require any future owner of the property to install and maintain a 6' masonry fence (that matches the design of the existing Greenways Drive entryway) along the property's west frontage. A greenway resident requested once again to table the issue. The Planning and Zoning Commission, after hearing both those for and against, voted to recommend approval of the request.

ORDINANCE NO. 7577

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 SONCY ROAD/ LOOP 335 & HILLSIDE ROAD, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of 6.62 acres of land to change from Multiple Family District to General Retail District and Office 1 District, plus one-half of all bounding streets, alleys, and public ways all in Section 39, Block 9, BS&F Survey, Randall County, Texas.

General Retail District Description

FIELD NOTES for a 3.25 acre tract of land out of Section 39, Block 9, B. S. & F. Survey, City of Amarillo, Randall County, Texas.

BEGINNING at a 1/2" iron rod set with a yellow cap at the intersection of the south right-of-way line Hillside Road and the east right-of-way line of Greenways Drive which bears N. 89° 30' 21" W. a distance of 1612.56 feet and S. 00° 29' 39" W. a distance of 59.99 feet from the northeast corner of said Section 39 for the northwest corner of this tract.

THENCE S. 89° 30' 31" E., along said south right-of-way line, a distance of 498.28 feet to a 1/2" iron rod set with a yellow cap on said south right-of-way line for the northeast corner of this tract.

THENCE S. 00° 11' 07" E. a distance of 279.71 feet to a 1/2" iron rod set with a yellow cap for the southeast corner of this tract.

THENCE S. 89° 48' 13" W. a distance of 503.74 feet to a 1/2" iron rod set with a yellow cap on said east right-of-way line of said Greenways Drive for the southwest corner of this tract.

THENCE in a northeasterly direction along said east right-of-way line along a curve to the left with a radius equal to 1,500.00 feet, a long chord bearing of N. 02° 02' 35" E. and a long chord distance of 83.05 feet, a curve length of 83.06 feet to a 1/2" iron rod set with a yellow cap at the end of said curve for a corner of this tract.

THENCE N. 00° 27' 24" E. a distance of 202.72 feet to the place of BEGINNING and containing 3.25 acres (141,375 square feet) of land.

Office 1 District Description

FIELD NOTES for a 3.38 acre tract of land out of Section 39, Block 9, B. S. & F. Survey, City of Amarillo, Randall County, Texas.

BEGINNING at a 1/2" iron rod set with a yellow cap on the east right-of-way line of Greenways Drive which bears N. 89° 30' 21" W. a distance of 1614.67 feet and S. 00° 29' 39" W. a distance of 345.73 feet from the northeast corner of said Section 39 for the northwest corner of this tract.

THENCE N. 89° 48' 13" E. a distance of 475.93 feet to a 1/2" iron rod set with a yellow cap for the northeast corner of this tract.

THENCE S. 00° 07' 50" E. a distance of 72.50 feet to a 1/2" iron rod set with a yellow cap for an angle corner of this tract.

THENCE N. 89° 51' 28" E. a distance of 12.09 feet to a 1/2" iron rod set with a yellow cap for an angle corner of this tract.

THENCE S. 00° 09' 44" E. a distance of 229.91 feet to a 1/2" iron rod set with a yellow cap for an angle corner of this tract.

THENCE S. 89° 32' 49" W. a distance of 11.89 feet to a 1/2" iron rod set with a yellow cap for an angle corner of this tract.

THENCE S. 00° 11' 56" E. a distance of 79.30 feet to a 1/2" iron rod set with a yellow cap for the southeast corner of this tract.

THENCE S. 89° 44' 28" W. a distance of 82.52 feet to a 1/2" iron rod set with a yellow cap for an angle corner of this tract.

THENCE N. 63° 16' 06" W. a distance of 411.23 feet to a 1/2" iron rod set with a yellow cap for an angle corner of this tract.

THENCE N. 78° 28' 23" W. a distance of 51.85 feet to a 1/2" iron rod set with a yellow cap on said east right-of-way line of said Greenways Drive for the southwest corner of this tract.

THENCE in a northeasterly direction along said east right-of-way line along a curve to the left with a radius equal to 1,500.00 feet, a long chord bearing of N. 07° 11' 46" E. and a long chord distance of 186.64 feet, a curve length of 186.76 feet to the place of BEGINNING and containing 3.38 acres (147,197 square feet) of land.

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

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

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

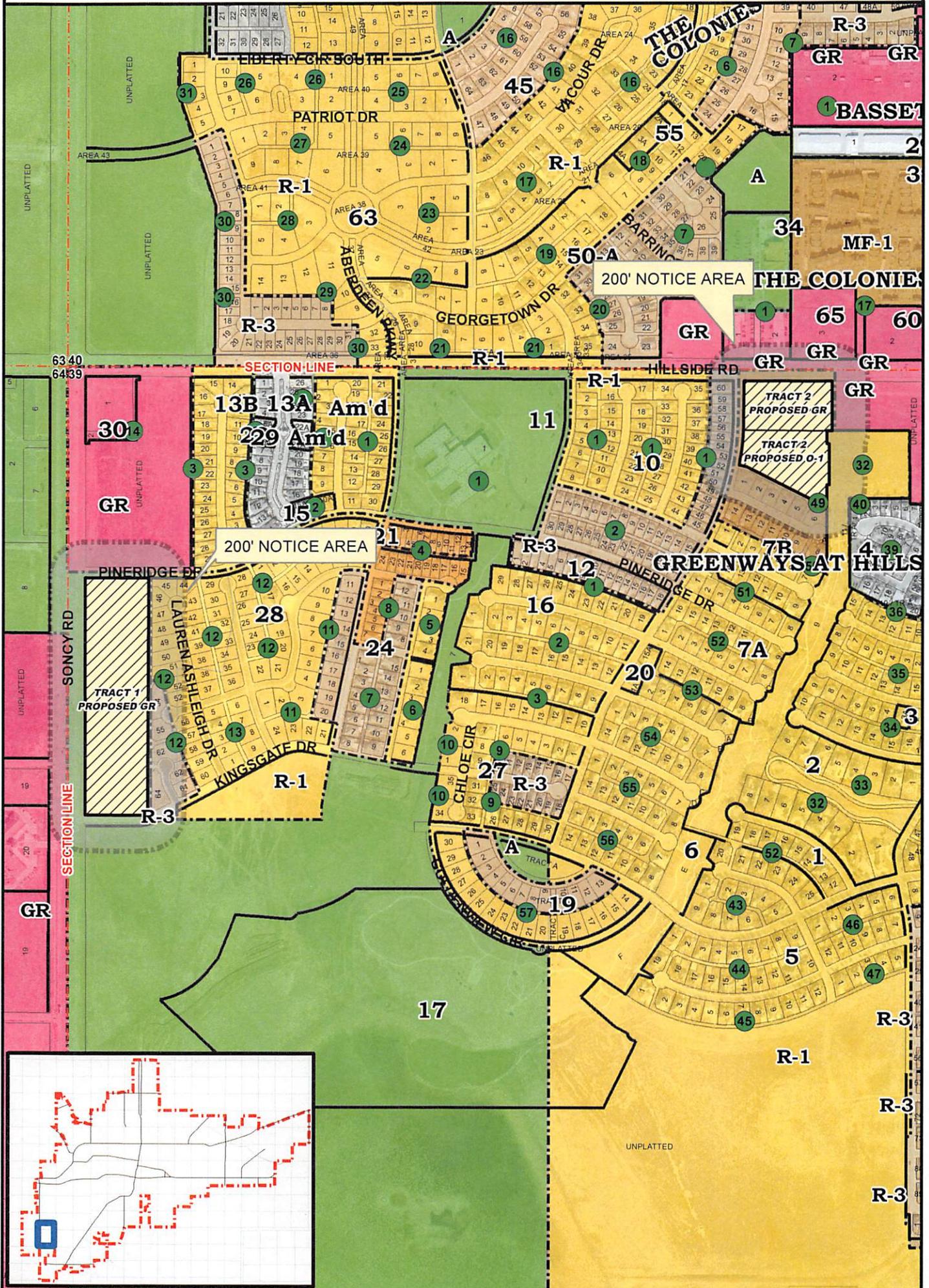
INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas,
on First Reading on this the _____ day of January, 2016 and PASSED on Second and
Final Reading on this the _____ day of January, 2016.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

REZONING FROM A TO GR & MF-1, GR, & O-1



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 650'
Date: 10-16-15
Case No: Z-15-28



Z-15-28 Rezoning of 11.39 acres of land to change from Agricultural District to General Retail District and a 6.62 acre tract of land to change from Multiple Family District 1 to General Retail District and Office 1 District, plus one-half of all bounding streets, alleys, and public ways all in Section 39, Block 9, BS&F Survey, Randall County, Texas.

Applicant: Edward Scott

Vicinity: Soncy Rd/Loop 335 & Hillside Rd

AP: I-16

THE CITY OF AMARILLO, TEXAS

Interdepartmental Memorandum

December 9, 2015

To: Terry Childers, Interim City Manager

From: David Soto, Planner I *DS*

Through: Bob Cowell, Assistant City Manager of Development Services
Kelley Shaw, Planning Director *K*

Subject: Z-15-28 Rezoning of 11.39 acres of land to change from Agricultural District to General Retail District and a 6.62 acre tract of land to change from Multiple Family District 1 to General Retail District and Office 1 District, plus one-half of all bounding streets, alleys, and public ways all in Section 39, Block 9, BS&F Survey, Randall County, Texas. (Vicinity: Soncy Rd/Loop 335 & Hillside Rd).
APPLICANT: Edward Scott

Vote: Tract 1 4:0 approval

Tract 2 tabled to December 21 Planning & Zoning Commission meeting.

Tract 1 was recommended for approval by the Amarillo Planning and Zoning Commission at its meeting of December 7, 2015.

Area Characteristics

Tract 1

Adjacent zoning consists of General Retail District and Agricultural District to the north and west, Residential District 1 and Residential District 3 to the east, and Agricultural District to the south.

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

Tract 2

Adjacent zoning consists of General Retail to the north and east, Multiple-Family District 1 to the south, and Residential 3 District to the west.

Adjacent land uses consist of various retail activities to the north across Hillside Rd, undeveloped land to the east, single-family detached homes to the south and single-family detached homes to the west.

Proposal

The above two tracts of land are owned by the applicant, are within the Greenway Subdivision and, in relatively close proximity to each other. As such, the two requests are being considered together. Initially, the applicant requested General Retail zoning for the entirety of both tracts in order to develop each tract with various non-residential land uses.

However, since the initial submittal, the applicant has requested a modification of the zoning designation for Tract 2. Details of this change and reasoning are discussed below. General Retail zoning for all of Tract 1 is still being requested as originally submitted.

Analysis

Tract 1

With Soncy Rd/Loop 335 being one of Amarillo's major commercial corridors as well as previous platting policies leaving long narrow strips of land along both sides of the commercial corridor, a majority of the land along Soncy has been zoned for commercial land uses.

The applicant's tract effects the previous platting configuration mentioned above. As such, Planning & Zoning Commissioners believe that retail zoning and activities for this tract, should this request be approved, would be in character with the commercial nature of the Soncy Rd/Loop 335 corridor.

Tract 2

Given residents opposition to this zoning request, Planning & Zoning Commissioners have tabled this request until the December 21st Planning & Zoning meeting in order to allow additional discussion between the developer and residents.

Recommendation

The Planning & Zoning Commission is of the opinion that General Retail zoning for Tract 1 is appropriate and represents a logical continuation of existing retail zoning and land use patterns along Soncy Rd/Loop 335. Therefore, Planning & Zoning Commission recommends approval of Tract 1 for General Retail zoning as requested.

Notices have been sent out to property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has no calls from area property owners regarding tract 1.

As mentioned above, Tract 2 has been tabled to December 21st Planning & Zoning Commission meeting.



ORDINANCE NO. 7574

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 SONCY ROAD/ LOOP 335 & HILLSIDE ROAD, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of 11.39 acres of land to change from Agricultural District to General Retail District plus one-half of all bounding streets, alleys, and public ways all in Section 39, Block 9, BS&F Survey, Randall County, Texas.

FIELD NOTES for a 11.39 acre tract of land out of Section 39, Block 9, B. S. & F. Survey, City of Amarillo, Randall County, Texas.

BEGINNING at a 1/2" iron rod set with a yellow cap at the intersection of the east right-of-way line of Soncy Road and the south right-of-way line of Pineridge Drive which bears S. 00° 06' 18" E. a distance of 1189.33 feet and N. 89° 53' 42" E. a distance of 100.00 feet from the northwest corner of said Section 39 for the northwest corner of this tract.

THENCE N. 89° 46' 38" E., along said south right-of-way line, a distance of 375.80 feet to a 1/2" iron rod set with a yellow cap on said right-of-way line for the northeast corner of this tract.

THENCE S. 00° 06' 18" E. a distance of 1320.77 feet to a 1/2" iron rod set with a yellow cap for the southeast corner of this tract.

THENCE S. 89° 53' 42" W. a distance of 375.80 feet to a 1/2" iron rod set with a yellow cap on said east right-of-way line of said Soncy Road for the southwest corner of this tract.

THENCE N. 00° 06' 18" W., along said east right-of-way line, a distance of 1320.00 feet to the place of BEGINNING and containing 11.39 acres (496,203 square feet) of land.

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

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

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

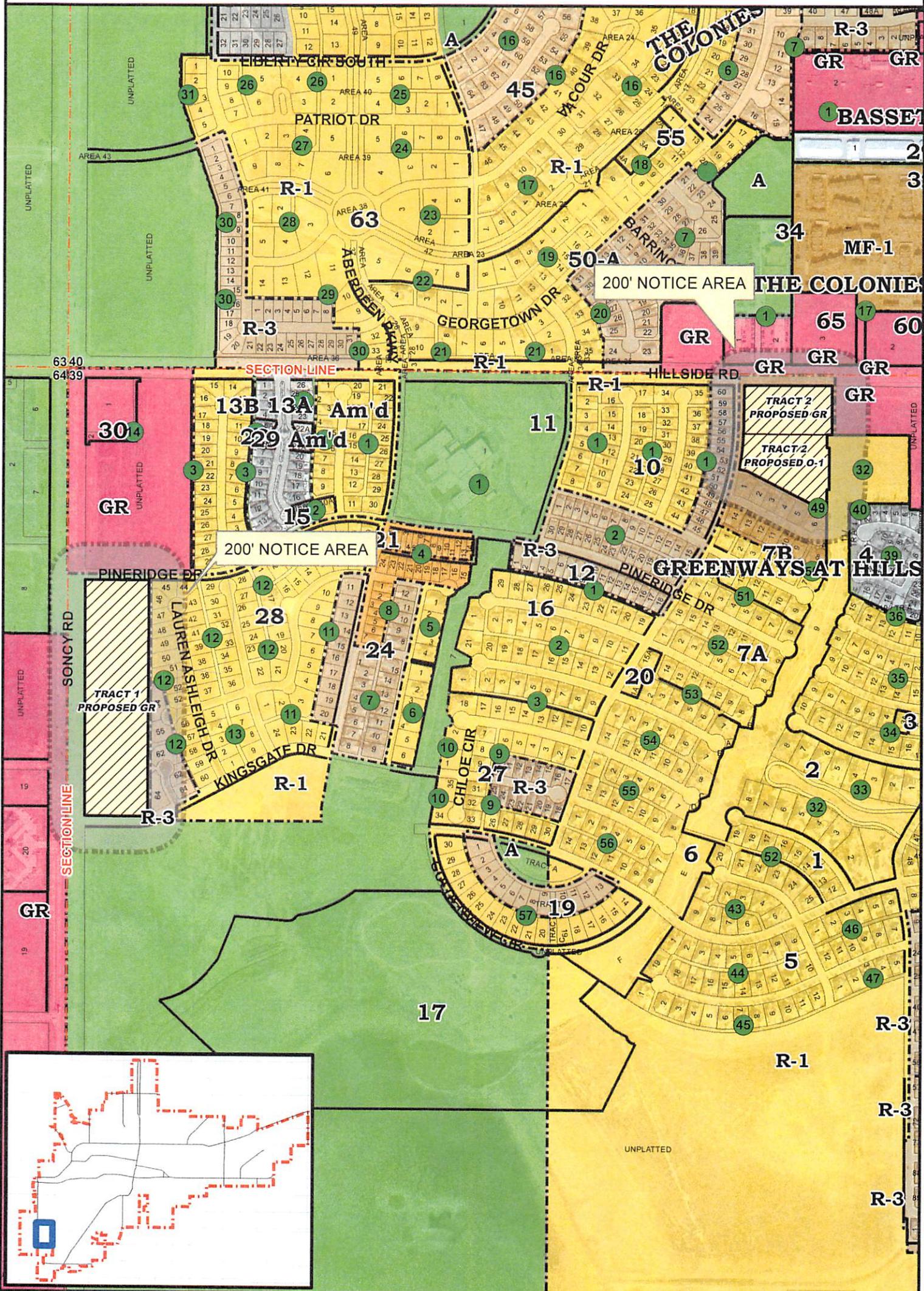
INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the ____ day of December, 2015 and PASSED on Second and Final Reading on this the _____ day of December, 2015.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

REZONING FROM A TO GR & MF-1, GR, & O-1



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 650'
Date: 10-16-15
Case No: Z-15-28



Z-15-28 Rezoning of 11.39 acres of land to change from Agricultural District to General Retail District and a 6.62 acre tract of land to change from Multiple Family District 1 to General Retail District and Office 1 District, plus one-half of all bounding streets, alleys, and public ways all in Section 39, Block 9, BS&F Survey, Randall County, Texas.

Applicant: Edward Scott

Vicinity: Soncy Rd/Loop 335 & Hillside Rd

AP: I-16

Bid No. 5257 THREE CUBIC YARD REFUSE CONTAINERS
 Opened 4:00 p.m. December 10, 2015



To be awarded as one lot	Rolloffs USA	Proform	Wastequip Mfg.Co.LLC
Line 1 Refuse Container 3 cuyd, per specifications			
200 ea			
Unit Price	\$444.000	\$495.00	\$479.250
Extended Price	88,800.00	99,000.00	95,850.00
Bid Total	88,800.00	99,000.00	95,850.00
Award by Vendor	88,800.00		

Bid No. 5255 Refuse Bags
Opened 4:00 p.m. December 10, 2015



To be awarded as one lot	Central Poly Bag Corp	Dispose N' Save	All American Poly	Dyna Pak Corp	Jadcore Inc
Line 1 Bags, polythylene, linear low/low density polyethylene bags, per specifications					
105,000 ea					
Unit Price	\$0.710	\$0.96	\$1.050	\$0.83	\$0.81
Extended Price	74,550.00	100,716.00	110,250.00	87,150.00	85,155.00
Bid Total	74,550.00	100,716.00	110,250.00	87,150.00	85,155.00
Award by Vendor	74,550.00				

Bid No. 5255 Refuse Bags
 Opened 4:00 p.m. December 10, 2015

To be awarded as one lot	Interboro Packaging Corp	WasteZero, Inc	Dana Poly
Line 1 Bags, polyethylene, linear low/low density polyethylene bags, per specifications 105,000 ea			
Unit Price	\$1.04	\$0.87	\$1.00
Extended Price	108,811.50	91,350.00	105,000.00
Bid Total	108,811.50	91,350.00	105,000.00



Bid No. 5248 LIQUID FERROUS CHLORIDE ANNUAL CONTRACT
Opened 4:00 p.m. December 3, 2015

To be awarded as one lot	OFS	DPC Industries
Line 1 Ferrous Sulfate and Ferrous Chloride Liquid technical grade ferrous chloride , per specifications		
158,463 ea		
Unit Price	\$0.829	\$2.800
Extended Price	131,365.83	443,696.40
Bid Total	131,365.83	443,696.40
Award by Vendor	131,365.83	443,696.40



Bid No. 5241 OSAGE WATER TREATMENT PLANT FILTER IMPROVEMENT
 Opened 4:00 p.m. DECEMBER 3, 2015



To be awarded as one lot	Red River Construction Co.	J.S. Haren Company
Line 1 For construction of all work required complete in place and placed in operation at the City of Amarillo Osage Water Treatment Plant, per specifications		
1 LS		
Unit Price	\$639,900.000	\$904,942.00
Extended Price	639,900.00	904,942.00
Line 2 For purchase, transportation, installation guidance, and start up assistance of Underdrain system in filters and of sand, anthracite, garnet gravel and garnet sand media in filter, per specifications		
1 LS		
Unit Price	\$940,000.000	\$940,000.00
Extended Price	940,000.00	940,000.00
Bid Total	1,579,900.00	1,844,942.00
Award by Vendor	\$1,579,900.00	



Bid No. 5242 B-4 Aggregate (Pre-Coated) Annual Contract
Opened 4:00 p.m. December 3, 2015

To be awarded as one lot J LEE MILLIGAN INC

Line 1 Aggregate grade 4, class pb
aggregate per attached specification st-3
revised 9/5/14, per specifications

5,500 ea		
Unit Price	\$78.650	
Extended Price		432,575.00

Bid Total	432,575.00
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Award by Vendor	432,575.00
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F

City of Amarillo

Memo

To: Terry Childers, Interim City Manager

From: Floyd Hartman, Interim Director of Utilities - F.H. 12/16/15

Thru: Bob Cowell, Deputy City Manager  12/18/15

Date: December 9, 2015

Re: Amendment NO. 1 to Agreement for Engineering Services between City Amarillo and Alan Plummer Associates, Inc. (APAI)

City staff is requesting the referenced amendment be placed on the same City Council Agenda for consideration of approval as the award of Bid No 5241 Osage Water Treatment Plant Filter Improvements. City staff is recommending approval to utilize APAI's expertise during the construction of the improvements to the 4 of the rapid sand filters at the Osage Water Treatment Plant.

APAI designed the filter improvements under the original engineering contract and their involvement in construction will better ensure the success of the project. As the design engineer APAI has a unique understanding of project including construction, operational and regulatory concerns.

If approved, funding for this addendum is available in Utilities Division CIP project # 521248.

AMENDMENT NO. 1 TO AGREEMENT FOR ENGINEERING SERVICES BETWEEN CITY OF
AMARILLO AND ALAN PLUMMER ASSOCIATES, INC.

Whereas, the City of Amarillo (Owner) and ALAN PLUMMER ASSOCIATES, Inc. (Engineer) have executed an Agreement for Engineering Services dated January 7, 2014 (Agreement); and

Whereas, pursuant to the terms of the Agreement Owner has requested an amendment to the Scope of Services to be performed by Engineer under the Agreement to add additional services;

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

- A. Owner hereby requests and Engineer hereby agrees to perform additional engineering services with respect to Owner's Osage Water Treatment Plant as more particularly described in Attachment B-1 "City of Amarillo Osage Water Treatment Plant Filter Rehabilitation Construction Administration Phase" to Engineer's letter to Owner dated December 3, 2015, which letter and Attachment are attached hereto and by reference made a part of this Amendment No. 1.
- B. Engineer agrees to accept for all additional services to be provided under this Amendment No. 1 to the Agreement a fixed fee of \$20,500.00. Payment to ENGINEER for the additional services will be made in accordance with the Agreement.

[Type text]

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

ATTEST:

CITY OF AMARILLO
(OWNER)

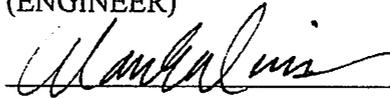
Frances Hibbs, City Secretary

Bob Cowell, Interim Deputy City Manager

Date: _____

ALAN PLUMMER ASSOCIATES, INC.
(ENGINEER)

By:



Printed Name:

ALAN E. DAVIS

Title:

Sr. Project Manager

Date:

12-9-15

ATTACHMENT B-1

**CITY OF CITY OF AMARILLO
OSAGE WATER TREATMENT PLANT
FILTER REHABILITATION
CONSTRUCTION ADMINISTRATION PHASE**

SCOPE OF BASIC SERVICES

1. The CONSULTANT's responsibility to Provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment.
2. The CONSULTANT shall assist in conducting a preconstruction conference with the contractor, review construction schedules prepared by the contractor and provide assistance to the OWNER during construction as set forth below.
3. Construction Phase duties, responsibilities, and limitations of authority of the CONSULTANT shall not be restricted, modified or extended without written agreement of the OWNER and CONSULTANT.
4. The CONSULTANT shall be a representative of and shall advise and consult with the OWNER (1) during construction, and (2) at the OWNER's direction from time to time during the correction, or warranty period described in the Contract for Construction. The CONSULTANT shall have authority to act on behalf of the OWNER only to the extent provided in this Agreement unless otherwise modified by written instrument.
5. CONSULTANT's Personnel at Construction Site
 - a. The presence or duties of CONSULTANT's personnel at a construction site, whether as onsite representative or otherwise, do not make CONSULTANT or its personnel in any way responsible for those duties that belong to the OWNER and/or construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health or safety precautions required by such construction work.
 - b. CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.
 - c. The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CONSULTANT and OWNER a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved. CONSULTANT neither guarantees the performance of any construction

contractors nor assumes responsibility for contractors' failure to perform their work in accordance with the contract documents.

6. The CONSULTANT shall visit the construction site once per month, when construction is in progress, over a 6-month time period (6 visits) to become familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. Additional site visits required beyond those listed will be an additional service. The CONSULTANT shall become familiar with the progress and quality of the work completed and will determine in general if the work when completed will be in accordance with the contract documents. In addition, on the basis of on-site observations as an engineer, the CONSULTANT shall keep the OWNER informed of the progress and quality of the work, and shall exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of CONTRACTOR or any subcontractor. The OWNER's approval, acceptance, use of, or payment for all or any part of the CONSULTANT's services hereunder or the PROJECT itself shall in no way alter the CONSULTANT's obligations or the OWNER's rights hereunder.
7. Consult and advise with the OWNER during construction and make recommendations to the OWNER regarding materials and workmanship.
8. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill test of material and equipment and other data pursuant to the General Conditions of the Construction Contract.
9. Interpret the intent of the plans and specifications for the OWNER and Contractors. Investigations, analyses, and studies requested by the Contractor and approved by the OWNER, for substitutions of equipment and/or materials or deviations from the plans and specifications will be considered an Additional Service. NOTE: Such studies conducted by the CONSULTANT, if determined to be inadequate, due to incompleteness of CONSULTANT prepared plans and specifications will be redone without additional compensation. Any defective designs, plans, or specifications furnished by the CONSULTANT shall be promptly corrected by the CONSULTANT at no cost to the OWNER.
10. Review and comment on monthly and final estimates for payments to Contractors, pursuant to the General Conditions of the Construction Contract. Recommendations by the CONSULTANT to the OWNER for periodic construction progress payments to the construction contractor will be based on the CONSULTANT's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the CONSULTANT to ascertain that the construction contractor has completed the work in exact accordance with the Contract Documents; that the final work will be acceptable in all respects; that the CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor has used the monies paid; that title to any of the work, materials, or equipment has passed to the OWNER free and clear of liens, claims, security interest, or encumbrances; or that there are not other matters at issue between the OWNER and the construction contractor that affect the amount that should be paid.
11. Participate in twenty (20) monthly construction meetings for the water treatment plant project and five (5) meetings each for the raw water pipeline and offsite sewer pipeline. It is anticipated that the construction meetings will be part of the site visits (on the same day) as

described in paragraph 6 above. Prepare and distribute meeting agendas and meeting minutes of each meeting.

12. Conduct, in the company with the OWNER's representative, a final inspection of each PROJECT for conformance with the design concept of the PROJECT and general compliance with the contract documents, and review and comment on the certificate of completion and the recommendation for final payment to the Contractor.
13. Revise the construction drawings in accordance with the information furnished by Construction Contractors and the Resident Project Representative reflecting changes to the PROJECT made during construction. Record drawings are defined as the drawings produced by the CONSULTANT's modification of the original design drawings to reflect the changes during construction.

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The CONSULTANT is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings. Record drawings for each construction contract will be completed by the CONSULTANT within 60 days after final payment is made to the Construction Contractor. Provide two (2) digital copies in pdf format on CD, one full-size (22" x 34") set of reproducible prints of "Record Drawings", and five (5) half-size (11" x 17") sets of plans and two (2) full-size (22" x 34") sets of plans to the OWNER.

14. The compensation amount listed in Attachment 16 for this task is based on the ENGINEER providing Resident Representation services as described in Attachment 11. If the ENGINEER does not provide Resident Representation for these water treatment plant projects, the compensation for General Representation will require re-negotiation.



**INTER-DEPARTMENTAL
OFFICE COMMUNICATION**

DATE: December 21, 2015
TO: Bob Cowell, City Manager Development Services
FROM: C.C Sysombath, Resource Administrator *J 12/21/15*
SUBJECT: Agreement for Engineering Service

I am requesting you place the attached Agreement for Engineering Services on the next available City Council Agenda for its consideration. The Agreement is with KSA Engineers, Inc. ("ENGINEER"), for an amount not to exceed \$155,500. The ENGINEER, in response to RFQ 01-16, was selected as the best qualified to perform this work after going through the Request for Qualifications process. This Agreement will provide services for the CIP Project which have previous funds available.

ENGINEER will provide professional engineering services (includes all meetings, coordination, submittal review, and all items necessary to complete the design per the City of Amarillo requirements) and expertise necessary for the preparation of bidding documents, in the form of plans and specifications for the construction of a 12" water collection pipeline (approximately 3 miles), pumps and well appurtenances, and roadways in the NE Carson County Well Field located approximately 25 miles northeast of Amarillo, Texas. In addition, ENGINEER will provide professional engineering services for a well access road culvert/bridge located in Section 15, Block 1, SK&K Survey in Potter County Texas.

More detailed project information is as follows:

- Project No. 521634 (NE Carson County Wells 664 and 665 Pipeline & Well Appurtenances Installation) was originally budgeted in the FY 2012 CIP Budget. The Carson County water rights are comprised of several contiguous land sections. This particular area of the well field has been expanded over the last 5-years to include well additions to the City's water production system. The City acquired a production permit from the Panhandle Groundwater Conservation District (PGCD) in 2004 for approximately 6500 ac-ft of yield from these water rights. The design and construction proposed by this Agreement will aid in the quantification of ground water availability.
- Potter County Well Field Access Road Culvert/Bridge will provide a replacement structure(s) for the existing three barrel (54-inch) culverts. The capacity of these structures have been reduced due to sedimentation causing overtopping and eroding the access road above the existing culverts. The design and construction proposed by this Agreement will help prevent/reduce the overtopping and erosion of the road.

Please review and place on the City Council Agenda if acceptable. If there are any questions please advise.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("OWNER") and KSA Engineers, Inc. ("ENGINEER"). OWNER hereby engages ENGINEER to perform the following professional services on certain properties located in Potter and Carson Counties.

OWNER hereby engages ENGINEER to perform the following professional engineering services for the construction of a 12" water collection pipeline (approximately 3 miles), pumps and well appurtenances, and roadways in the NE Carson County well field and a roadway in Potter County well field ("Project")

The Scope of Work is more particularly set forth in the letter dated December 16, 2015 from ENGINEER attached as Exhibit A to this Agreement and by this reference made a part of the Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between Exhibit A and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to accept as payment for the Project a flat fee of One Hundred Fifty-Five Thousand Five Hundred and No/100 Dollars (\$155,500) which fee includes expenses

II.

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

III.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the Project on schedule. OWNER'S representative for purposes of this Agreement shall be Floyd Hartman, Interim Director of Utilities or his designee. ENGINEER will begin work on the Project within 5 days after receipt of written notification to proceed from OWNER and shall complete Task 1 of the Project within 90 calendar days.

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

Attention: KSA Engineers, Inc.
Clayton Scales
600 S. Tyler Street
Amarillo, Texas 79101
Telephone: (806) 335-1600
Fax: (806) 335-1602
Email: cscscales@ksaeng.com

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

Attention: Floyd Hartman
P. O. Box 1971
Amarillo, Texas 79105-1971
Telephone: (806) 378-9086
Fax: (806) 378-3027
E-Mail: floyd.hartman@amarillo.gov

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

XXIII.

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

XXIV.

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

XXV.

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

XXVI.

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

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

ATTEST:

CITY OF AMARILLO
(OWNER)

Frances Hibbs, City Secretary

By: _____
Bob Cowell, Deputy City Manager

Date: _____

KSA ENGINEERS, INC.
(ENGINEER)

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A



600 South Tyler Street, Suite 1403
Amarillo, TX 79101
806.335.1600

December 16, 2015

Sysavath Sysombath
City of Amarillo
509 SE Seventh Avenue
Amarillo, Texas 79105

Re: NE Carson County Wells 664 & 665 Pipeline & Well Appurtenances
Proposal for Engineering and Related Services

Dear Mr. Sysombath:

KSA Engineers appreciates the opportunity to present the City of Amarillo with this proposal for engineering and related services for the referenced project.

Base Scope - Wells and Pipeline

It is our understanding that the project includes design of pumps, piping and appurtenances for two wells that are already drilled in Carson County along with approximately 16,800 linear feet of pipeline to connect the new wells to the existing wellfield collection system. The project also includes design of approximately 11,100 linear feet of permanent access roads along the pipeline in the eastern part of the project. These access roads will be designed as gravel pavement suitable for handling typical passenger vehicles. Exhibit A contains a drawing that shows our general understanding of the project scope.

We would propose the following scope of services for this project:

- 1) Survey Phase
 - A) Provide topographic survey of the well sites and pipeline alignments for use in design
 - B) Locate the existing easements for use in setting the pipeline alignments and locating well appurtenances
 - C) This scope does not include preparing any new boundary descriptions for easements but that can be provided as an additional service.
- 2) Design Phase
 - A) Coordinate with the City to gather necessary data on existing wells, pipelines and easements
 - B) Prepare a schematic design and submit to the City for review and approval of the design concept
 - C) Prepare and submit two copies of 90% drawings and technical specifications for the well pumps, column piping, and associated appurtenances along with the pipeline alignment (plan and profile), valves and associated appurtenances
 - D) Prepare and submit two copies of an Opinion of Probable Construction Cost (OPCC) based on the 90% drawings and specifications
 - E) Meet with City staff to review the 90% submittal and receive comments
 - F) Revise drawings, specifications and OPCC according to City comments and complete final design

ksaeng.com

- G) Submit one hard copy of the sealed drawings, technical specifications and OPCC to City along with a CD containing PDF copies
 - H) Notify the Texas Commission on Environmental Quality (TCEQ) in accordance with 30TAC290.39(j) due to the change in production capacity from this project
 - I) Electrical and controls design is not included in this scope as it has already been provided by a separate consultant
- 3) Bidding Phase
- A) Prepare addenda as needed (to be distributed by the City)
 - B) Attend pre-bid meeting
 - C) Attend bid opening
 - D) Review bids for completeness and accuracy
 - E) Prepare bid tabulation and bid summary letter
 - F) Submit four hard copies and one electronic copy
 - G) Attend pre-construction conference
 - H) This scope does not include publication of notices and distribution of bid documents to contractors. It is assumed that those services will be provided by the City's Purchasing Department.
- 4) Construction Administration Phase
- A) Conduct up to six site visits to observe construction and attempt to determine if work is progressing in general conformance with the design
 - B) Respond to Requests for Information from the contractor
 - C) Review and respond to submittals
 - D) Evaluate and recommend pay applications
 - E) Conduct a punchlist walkthrough and prepare a written punchlist
 - F) Prepare record drawings based on markups from the contractor and the City's inspector
 - G) A full-time Resident Project Representative is not included in this scope but that can be provided as an additional service.

We would propose the following schedule and fees for the services included in the Base Scope:

	<u>Schedule</u>	<u>Fee</u>
Survey Phase	21 calendar days	\$18,000.00 lump sum
Design Phase	75 calendar days	\$65,000.00 lump sum
Bidding Phase	as set by the City	\$6,000.00 lump sum
<u>Construction Phase</u>	<u>90 calendar days</u>	<u>\$19,000.00 lump sum</u>
Total		\$108,000.00

Option 1 – Hydraulic Modeling of NE Carson County Wellfield Collection System

In addition to the Base Scope, KSA was also given the opportunity to provide a proposal to prepare a hydraulic model of the existing collection system in the NE Carson County Wellfield. This hydraulic model will allow KSA to recommend hydraulic design conditions for the new well pumps. Without this additional study, the hydraulic design conditions must be provided by the City.

This study will be prepared using WaterCAD modeling software. The model will be based on information provided by the city or publicly available regarding elevations, distances, pipe sizes and materials, well pump curves and existing system conditions for model calibration. No survey is included in this scope.

KSA will prepare a letter report and exhibits documenting the results of the modeling for review by the City. KSA will meet with the City to review the report and any comments will be incorporated into a final sealed copy of the letter report.

We would propose the following schedule and fees for the services included in Option 1:

	<u>Schedule</u>	<u>Fee</u>
Modeling and Letter Report	45 calendar days	\$19,500.00 lump sum

Option 2 - Potter County Wellfield Access Road Culvert/Bridge

In addition to the wells and pipelines, KSA was also given the opportunity to provide a proposal to design a replacement structure for an existing three barrel 54-inch culvert in the Potter County wellfield. The capacity of this structure appears to have been reduced by sediment. The structure was subsequently overwhelmed during a rain event and the overtopping eroded the access road above the structure.

Our understanding is that the City and landowner desire to replace the multi-barrel culvert structure with a single-barrel structure of a larger span. The structure will be designed to pass a 10-year return period storm before overtopping the road. The access road will be reconstructed for a distance of up to 200 feet on each side of the structure as needed to provide the grades required for the new structure.

We would propose the following scope of services for this part of the project:

- 1) Survey Phase
 - A) Provide topographic survey of the existing culverts, access road and surrounding area for use in design
 - B) This scope does not include preparing any new boundary descriptions for easements but that can be provided as an additional service.
- 2) Design Phase
 - A) Coordinate with the City to gather necessary data on the existing improvements
 - B) Prepare a schematic design and submit to the City for review and approval of the design concept
 - C) Prepare and submit two copies of 90% drawings and technical specifications for the drainage structure and access road reconstruction
 - D) Prepare and submit two copies of an OPCC based on the 90% drawings and specifications
 - E) Meet with City staff to review the 90% submittal and receive comments
 - F) Revise drawings, specifications and OPCC according to City comments and complete final design
 - G) Submit one hard copy of the sealed drawings, technical specifications and OPCC to City along with a CD containing PDF copies
- 3) Bidding Phase – (This scope assumes that this part of the project will be bid as part of the same bid package as the Base Scope. The Bidding Phase services below will be performed in conjunction with the services for the Base Scope.)
 - A) Prepare addenda as needed (to be distributed by the City)
 - B) Review bids for completeness and accuracy
 - C) Prepare bid tabulation and bid summary letter
 - D) Submit four hard copies and one electronic copy
 - E) This scope does not include publication of notices and distribution of bid documents to contractors. It is assumed that those services will be provided by the City's Purchasing Department.
- 4) Construction Administration Phase – (This scope assumes that this part of the project will be constructed as part of the Base Scope. The Construction Phase services below will be performed in conjunction with the services for the Base Scope.)
 - A) Respond to Requests for Information from the contractor
 - B) Review and respond to submittals
 - C) Evaluate and recommend pay applications
 - D) Conduct a punchlist walkthrough and prepare a written punchlist

- E) Prepare record drawings based on markups from the contractor and the City's inspector
- F) A full-time Resident Project Representative is not included in this scope but that can be provided as an additional service.

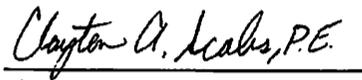
We would propose the following schedule and fees for the services included in Option 2:

	<u>Schedule</u>	<u>Fee</u>
Survey Phase	as shown in Base Scope	\$3,000.00 lump sum
Design Phase	as shown in Base Scope	\$17,500.00 lump sum
Bidding Phase	as shown in Base Scope	\$1,500.00 lump sum
Construction Phase	as shown in Base Scope	\$6,000.00 lump sum
Total		\$28,000.00

Closing

We would like to thank you again for the opportunity to provide this proposal for engineering and related services. Once you have reviewed it, please contact me with any questions or concerns you may have. If the terms proposed are acceptable, please prepare an agreement using the City's standard agreement for KSA's review and execution.

Sincerely,



Clayton A. Scales, P.E.

Senior Project Manager



KSA

600 S. Tyler St., Suite 1403
 Amarillo, Texas 79101
 T. 806-325-1600 F. 806-325-1602
 www.ksaeng.com

LATEST
 REVISION:
 12/16/2015

KSA JOB
 NUMBER:
 AMA.043

CITY OF AMARILLO
 NE CARSON COUNTY WELLS 664 & 665
 PIPELINE & WELL APPURTENANCES

EXHIBIT A
 PROJECT LAYOUT



MEMORANDUM

TO: Paula Hertwig-Hopkins, Interim Assistant City Manager
Cc: Terry Childers, Interim City Manager
Michelle Bonner, Assistant City Manager
FROM: Clifton Beck, Director of Human Resources *C. Beck*
DATE: December 17, 2015
RE: Texas Municipal Retirement System (TMRS) – **Portal Use Agreement**

The Texas Municipal Retirement System (TMRS) provides the City of Amarillo with a voluntary client portal (secure internet site) where city-designated users can access confidential employee data.

Before Authorized Users can utilize the city portal, the City Portal Administrator must review the Training Manual to ensure that the city's other Users understand how to navigate the Portal, what information may be accessed and the importance of safeguarding member (employee) confidentiality.

Currently, the City's Human Resources Director serves as the City Portal Administrator and with some recent organizational changes within the human resources department; there is a need to re-assign authorization to specific city-designated Users.

The Legal Department (Claud Drinnen) has reviewed and approved the agreement to be placed on the City of Amarillo, City Council Consent Agenda for final approval.

Please let me know if you require additional information.

Thank you.
Attachment

**Texas Municipal Retirement System
City Portal Use Agreement**

This City Portal Use Agreement (the "Agreement") is entered into by and among the Texas Municipal Retirement System, the City of Amarillo, and the City Portal Administrator (defined below), to be effective as set forth below.

RECITALS

WHEREAS, the Texas Municipal Retirement System ("TMRS") is offering access to a web-based, online portal (the "City Portal") for cities that are participating members of TMRS to access information and provide certain functionality to participating municipalities as necessary for its official governmental functions; and

WHEREAS, the City of Amarillo (the "City") is a municipality that participates in TMRS and desires access to the TMRS City Portal for official City business purposes; and

WHEREAS, Clifton Beck is an individual employee of the City, is an authorized contact for the City with the Texas Municipal Retirement System, and will be the main contact and administrator for the purposes of the TMRS City Portal, as further described herein (the "City Portal Administrator"); and

WHEREAS, the City Portal Administrator will have the authority to grant access and permissions to the City Portal to other City employees and officers who are TMRS authorized City contacts ("City Portal User(s)", including the City Portal Administrator, where applicable); and

WHEREAS, TMRS will grant City Portal Users the authority to access TMRS data relating to City employees and retirees via the City Portal in a form identifiable with a specific individual pursuant to Section 855.115(a)(1)(C) of the Texas Government Code, which information TMRS must protect pursuant to Sections 552.101 and 855.115 of the Texas Government Code (attached as Exhibit B, and incorporated by reference); and

WHEREAS, the City, the City Portal Administrator, and the City Portal Users understand that they may violate provisions of and be subject to potential civil and criminal penalties under the Texas Public Information Act for failure to comply with the terms of this Agreement or any applicable provisions of the Texas Public Information Act with respect to any Confidential Information; and

WHEREAS, TMRS is willing to disclose such information only upon acknowledgement and agreement of the City and the City Portal Administrator of the terms and conditions required for access to the information:

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TMRS, the City, and the City Portal Administrator hereby agree to the terms and conditions below:

1. The City and City Portal Administrator represent and warrant that all information requested by any City Portal User will be information that is reasonably necessary to the performance of the duties

of the City Portal User requesting such information. The City Portal Administrator hereby attests that he/she has attended and completed training by TMRS on the City Portal. The City Portal Administrator hereby agrees that only persons meeting the following criteria may be trained to become a City Portal User: (i) a contributing TMRS member, and (ii) job duties require access to the Confidential Information. The City and the City Portal Administrator agree that all City Portal Users shall be trained by the City Portal Administrator on the obligations and responsibilities set forth in this Agreement and shall ensure that any City Portal User shall agree in writing to be bound by the same terms and conditions contained in this Agreement prior to such City Portal User's access to the City Portal.

2. The City and the City Portal Administrator each represents, warrants, and covenants that any City Portal User, or any City employee, officer, representative, contractor or agent (collectively, "Representatives") who will receive any Confidential Information (defined below), shall, prior to receiving such information, be given a copy of this Agreement and shall sign an acknowledgement agreement, in the form attached hereto as Exhibit A, in which such person agrees to be bound by all terms and conditions contained in this Agreement regarding the use and protection of the Confidential Information. Each City Portal User is responsible for maintaining the confidentiality of his or her password. City Portal Users shall not share passwords, or allow any unauthorized person or groups of persons to use one password to access the City Portal. The City Portal Administrator shall promptly terminate the access rights of any City Portal User that is no longer employed by the City, or who is no longer authorized by the City to have access or no longer requires access to the City Portal for the performance of such persons' duties, or who violates the terms and conditions set forth in this Agreement. The City and the City Portal Administrator each agrees to use its reasonable best efforts to cause all City Portal Users and any Representatives who receive any Confidential Information to observe the terms and conditions of this Agreement, and agrees that the City will be responsible for any breach of any terms of this Agreement by any of its City Portal Users or Representatives.

3. The City, the City Portal Administrator, the City Portal Users and the Representatives each agree that all Confidential Information (a) shall be maintained in accordance with Section 855.115 of the Texas Government Code, as amended from time to time (a current copy of which is attached hereto as Exhibit B), and in strict confidence except as required by an order of a court of competent jurisdiction or other legal process; (b) shall not be disclosed to any third party other than the authorized employees or agents of the City who have a need to know the information in connection with the performance of their official duties for the City; (c) shall not be used for any purpose other than for the purpose of, and only to the extent it is reasonably necessary to, the performance of his/her official duties for the City, and (d) shall, at the City's option and expense, be returned to TMRS or be destroyed by the City (in either case, including all originals and copies of all Confidential Information) upon completion of the set task for which it is required or at the end of an appropriate record retention period. The City must notify TMRS if it chooses to destroy or return the Confidential Information and will confirm the completion of such destruction to TMRS in writing, if it chooses to destroy the Confidential Information.

4. The City, the City Portal Administrator, the City Portal Users, and the Representatives shall not publish any report, press release, data or other information regarding or derived from such Confidential Information to the extent the report, press release, data or other information includes individual participant or retiree data in a form identifiable with a specific individual and whose release would be prohibited by Section 855.115 of the Texas Government Code, unless otherwise required by applicable law.

5. The parties agree that if a breach of this Agreement occurs with respect to the Confidential Information, TMRS shall suffer irreparable harm and significant injury and loss to a degree which would be difficult to ascertain and which would not be fully compensable by damages alone, and that TMRS

shall have the right to invoke the jurisdiction of the courts to seek immediate temporary or permanent injunctive relief, specific performance or other equitable relief, without bond, and without prejudice to any other rights and remedies available to TMRS. To the extent permitted by applicable state law, the City shall indemnify and hold harmless TMRS from all damages, losses, expenses and costs whatsoever, including but not limited to attorney's fees, resulting from breach of this Agreement by the City, the City Portal Administrator, or a City Portal User.

6. For the purposes of this Agreement, "Confidential Information" shall mean all TMRS data which is subject to Section 855.115 of the Texas Government Code, including, but not limited to, any information concerning an individual member, retiree, annuitant, or beneficiary, whether in electronic or written form, provided by TMRS to the City, the City Portal Administrator or any City Portal User during the term of this Agreement. Confidential Information will not include any information which (i) is or becomes publicly available other than as a result of a disclosure by the City, the City Portal Administrator, a City Portal User, or any Representative, (ii) is already in the City Portal Administrator's or City's possession prior to its disclosure through the use of the City Portal, as demonstrated by written or documented evidence, and not otherwise subject to the confidentiality provisions of Section 855.115 of the Texas Government Code; (iii) is or becomes available to the City Portal Administrator or City on a non-confidential basis from a source other than TMRS, provided that such source is not subject to any legal, contractual, or fiduciary obligation to keep such information confidential, or (iv) is independently developed by the City Portal Administrator on the City's behalf, as demonstrated by written or documented evidence, without violating any of the obligations hereunder.

7. TMRS reserves the right to deny access to the City Portal for any City Portal User for any reason, and may require any City Portal User to change a password for any reason.

8. TMRS, MyTMRS and the TMRS "Star Design" logo are trademarks and service marks of TMRS and are used and registered in the United States. Use of these trademarks and service marks without permission is prohibited, and the City and City Portal Administrator agree that no City Portal User will use any of these trademarks and service marks without the prior written consent of TMRS to the specific intended use.

9. The information and materials contained in the City Portal, and the terms, conditions, and descriptions that appear, are subject to change at any time. Estimates provided through the City Portal are subject to the limitations stated on the City Portal website and the terms and conditions listed thereon. The City, the City Portal Administrator, and the City Portal Users are not agents of TMRS and shall not represent that they have authority to represent or certify information on behalf of TMRS.

10. Unauthorized use of the City Portal or any of the TMRS systems, or misuse of any information posted on the City Portal is strictly prohibited. Use of the City Portal or any Confidential Information (i) for any purpose other than as reasonably necessary for the performance of duties of a City employee or official, (ii) for any illegal activity, or (iii) to engage in conduct that is defamatory, libelous, threatening or harassing or that infringes on a third party's intellectual property or other proprietary rights, is prohibited.

11. This Agreement is to be governed by, construed and interpreted in accordance with the laws of the State of Texas without regard to its conflicts of laws principles. It is agreed that venue shall be in the District Court of Travis County, Texas. Each party hereto hereby irrevocably submits, for itself and its property, to the jurisdiction of the courts of Travis County, Texas in any action, suit, or proceeding brought against it related to or in connection with this Agreement.

12. If any third person or entity requests or seeks to compel the City or any City Portal User to disclose or produce any information provided to the City or any City Portal User by TMRS, through the City Portal or otherwise, under this Agreement which is subject to Section 855.115 of the Texas Government Code, or claims an entitlement to any such information on the grounds that such information is alleged or claimed to be generally available to the public or to constitute in whole or in part a public record, document or report under applicable law, the City agrees to file a timely request for an opinion of the Texas attorney general seeking to withhold the information under the Texas Public Information Act. In addition, the City agrees to use its best efforts to notify TMRS within two (2) business days of its receipt of such a request, but in no case later than is reasonably necessary to provide TMRS an adequate opportunity to request a legal opinion or to consent to or seek to prevent such disclosure through protective order or other appropriate remedy.

13. Each party agrees that no failure or delay by any party in exercising or enforcing any right, power, privilege or remedy under this Agreement will constitute a waiver thereof, and a waiver under one circumstance will not constitute a waiver under any other circumstance.

14. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

15. This Agreement may be unilaterally amended by TMRS at any time upon 60 days prior written notice to the City Portal Administrator. No party may assign any of its rights or delegate any of its duties under this Agreement to any other person or entity without the prior written consent of the other parties hereto. A transfer by operation of law, including by merger or consolidation, is an assignment subject to the provisions of this Section.

16. This Agreement may be terminated by either TMRS or the City, for any reason, upon 30 days prior written notice of termination to the other party. Any provision of this Agreement which, by its nature, may become performable by a party after termination of this Agreement will survive termination of this Agreement.

17. In the event of any suit, action, or arbitration proceedings (whether based on contract, tort, or any other theory of liability) to enforce any provision of this Agreement, to recover damages for a breach hereof, or to secure or preserve the rights of any party against any other party to any property which is the subject of this Agreement, the prevailing party will be entitled to recover reasonable attorney fees (other than fees computed on a contingency fee basis), court costs, and expenses of arbitration and litigation expended in the prosecution or defense thereof.

18. The City and the City Portal Administrator each represent and warrant that the City Portal Administrator has the requisite right and authority to execute this Agreement on behalf of the City and to bind the City, the City Portal Administrator, and the City Portal Users to the provisions hereof. The parties further agree that this Agreement contains the entire understanding of the parties with respect to the subject matter hereof and that there are no other agreements or understandings with respect to the subject matter. No party will be liable or bound to any party in any manner by any warranties, representations, or covenants other than those set forth in this Agreement. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

19. This Agreement may be executed by the parties in multiple original counterparts, and each such counterpart will constitute an original hereof.

IN WITNESS WHEREOF, this TMRS City Portal Use Agreement shall be effective for all purposes on the date fully executed, as evidenced by the signatures below.

CITY:

(CITY OF) Amarillo

BY: _____
(SIGNATURE)

PRINTED NAME: Michelle Bonner

TITLE: Assistant City Manager - Financial Services

DATE: _____

CITY PORTAL ADMINISTRATOR:

SIGNATURE: _____

PRINTED NAME: Clifton Beck

TITLE: Director of Human Resources

CITY OF Amarillo

DATE: _____

TMRS:

TEXAS MUNICIPAL RETIREMENT SYSTEM:

BY: _____
(SIGNATURE)

PRINTED NAME: ERIC DAVIS

TITLE: DEPUTY EXECUTIVE DIRECTOR

DATE: _____

EXHIBIT A

**ACKNOWLEDGEMENT AGREEMENT
TO TMRS CITY PORTAL USE AGREEMENT**

I, Clifton Beck, for the purpose of being designated as a City Portal User under the terms and conditions of that certain Texas Municipal Retirement System City Portal Use Agreement, as amended from time to time (the "Agreement") by and among the Texas Municipal Retirement System ("TMRS"), the City of Amarillo (the City"), and the City Portal Administrator (as defined in the Agreement), hereby represent, warrant, acknowledge and agree that (i) I have received and read a full and complete copy of the Agreement, and (ii) I agree to comply with and be bound by all terms and conditions of the Agreement, including but not limited to the use and protection of Confidential Information (as defined in the Agreement).

I understand that I may violate provisions of and be subject to potential civil and criminal penalties under the Texas Public Information Act if I fail to comply with the terms of this Agreement or any applicable provisions of the Texas Public Information Act with respect to any Confidential Information.

(Signature)
Name: Clifton Beck
Date: _____

[CITY PORTAL ADMINISTRATOR: RETAIN THIS AGREEMENT WITH YOUR FILES]

Exhibit B
Section 855.115 of the Texas Government Code

Sec. 855.115. CONFIDENTIALITY OF INFORMATION ABOUT MEMBERS, RETIREES, ANNUITANTS, OR BENEFICIARIES. (a) Information contained in records that are in the custody of the retirement system concerning an individual member, retiree, annuitant, or beneficiary is confidential under Section 552.101, and may not be disclosed in a form identifiable with a specific individual unless:

(1) the information is disclosed to:

(A) the individual or the individual's attorney, guardian, executor, administrator, conservator, or other person who the director determines is acting in the interest of the individual or the individual's estate;

(B) a spouse or former spouse of the individual after the director determines that the information is relevant to the spouse's or former spouse's interest in member accounts, benefits, or other amounts payable by the retirement system;

(C) a governmental official or employee after the director determines that disclosure of the information requested is reasonably necessary to the performance of the duties of the official or employee; or

(D) a person authorized by the individual in writing to receive the information;

or

(2) the information is disclosed pursuant to a subpoena and the director determines that the individual will have a reasonable opportunity to contest the subpoena.

(b) This section does not prevent the disclosure of the status or identity of an individual as a member, former member, retiree, deceased member or retiree, or beneficiary of the retirement system.

(c) The director may designate other employees of the retirement system to make the necessary determinations under Subsection (a).

(d) A determination and disclosure under Subsection (a) may be made without notice to the individual member, retiree, annuitant, or beneficiary.



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

On the 7th day of December 2015, the Amarillo Planning and Zoning Commission met in a work session in Room 206, second floor of City Hall, at 2:45 PM to review agenda items, then convened in regular session at 3:00 PM in the City Council Chamber on the third floor of City Hall, 509 East 7th Avenue, Amarillo, Texas, with the following members present:

VOTING MEMBERS	PRESENT	NO. MEETINGS HELD	NO. MEETINGS ATTENDED
David Craig, Chairman	Y	102	83
Dean Bedwell	Y	169	160
Mike Good, Vice-Chairman	Y	84	60
Rob Parker	Y	37	29
Jessie Phifer	N	7	4
Mark Rowh	N	37	24
Rick Thomason	N	7	5

PLANNING DEPARTMENT STAFF:

Kelley Shaw, Planning Director
 David Soto, Planner I

Jan Sanders, Recording Secretary

Chairman Craig opened the meeting, established a quorum and conducted the consideration of the following items in the order presented. Kelley Shaw, Planning Director, read the staff reports, and gave the recommendations for each item.

ITEM 1: Approval of the minutes of the November 23, 2015 meeting

A motion to approve the minutes of the November 23, 2015 meeting was made by Commissioner Bedwell, seconded by Commissioner Parker, and carried unanimously.

ITEM 2: Z-15-28 Rezoning of 11.39 acres of land to change from Agricultural District to General Retail District and a 6.62 acre tract of land to change from Multiple Family District 1 to General Retail District, plus one-half of all bounding streets, alleys, and public ways all in Section 39, Block 9, BS&F Survey, Randall County, Texas.

APPLICANT: Edward Scott

Mr. Shaw stated Staff feels the request of General Retail (GR) zoning for Tract 1 is appropriate, represents a logical continuation of existing retail zoning along Soncy Rd/Loop 335, and would recommend approval as submitted. Mr. Shaw explained Tract 2 is currently zoned Multiple-Family District 1 (MF), and the applicant is requesting GR for the northern portion, and Office District (O1) for the southern portion. The request for GR along Hillside is not out of character with the Neighborhood Unit Concept, nor is O1 on the southern half which is considered an appropriate transition for buffering residences. Mr. Shaw advised Staff feels the applicant's request is reasonable and recommends approval as submitted.

Chairman Craig asked if anyone wanted to speak in favor of said request. Tommy Stafford, 6104 S. Fannin, representing the applicant, advised their preference is to buffer the residences with offices, having General Retail along Hillside, and they do not want to build an apartment complex on the proposed site. Muff London, 6006 Tuscany Village, also representing the applicant, stated the original plan has always been to have offices on the proposed site.

Chairman Craig asked if anyone wanted to speak against said request. Reagan Williams, 6004 Greenways Dr., voiced concerns of privacy issues, property value issues, and would like to see a buffer possibly a brick fence between residential and commercial. Mr. Williams also mentioned he would like to see a row of homes built on the East side of Greenways Dr. Commissioner Parker asked Mr. Williams if he would prefer apartments or General Retail. Mr. Williams advised he would prefer apartments. H. C. Moore, 7710 Pebblebrook Dr., voiced his concerns of property

values, additional traffic, would prefer an office park over apartments, and would prefer the entrance come off of Hillside Rd. Richard Risley, 6000 Greenways Dr., stated concerns of additional traffic, and would like to see a fence buffer. Judy Williams, 7701 Pineridge Dr., expressed concerns with traffic, and would like to see a buffer. Lloyd Wood, 7801 Pebblebrook Dr., mentioned concerns with additional traffic, asked if the developer would re-design allowing an entrance off of Hillside Rd., would also like to see a buffer, but is in favor of an office park over an apartment complex. Shirley Moore, 7710 Pebblebrook Dr., concerned for their property values, would like to see the entrance off of Hillside Rd., and also wants a buffer. Lisa Wieck, 6010 Greenways Dr., voiced concerns about property values, is ok with the buffer, but has placed their home on the market because of the rezoning request.

Chairman Craig asked if anyone in favor of said request had a rebuttal. Ms. London, stated the applicant feels the proposed 8 office building would be a buffer to help the residences, the offices would have less traffic than an apartment complex, and there would not be access on Greenways Dr., but rather from Hillside Rd. Ms. London also commented, if an apartment complex is built, there would be approximately 200-400 units, compared to an 8 office building. Commissioner Parker asked Ms. London if they plan on having a buffer. Ms. London advised they do, but have not committed to what type. Ms. London reiterated the applicant does not want to upset the residents, but does feel this is the best idea for the site.

Mr. Shaw reminded the Commissioners the request is for a straight rezoning, and the City cannot enforce or dictate the applicant will install a buffer. The only development tool that specifies or dictates access, or buffers would be a Planned Development rezoning.

A motion to approve Tract 1 of Z-15-28 was made by Commissioner Good, seconded by Commissioner Parker, and carried unanimously.

A motion to approve Tract 2 of Z-15-28 was made by Commissioner Parker. The motion died for lack of a second.

Chairman Craig asked if anyone against said request had a rebuttal. Mr. Williams again asked the Commissioners to deny the request. Ms. Williams advised the same.

Commissioner Good reiterated if the zoning does not pass, the developer could build an apartment complex with the existing zoning of Multiple Family.

Kelly Schock, 7706 Garden Oaks Dr., stated he is in favor the proposed zoning rather than an apartment complex, and is afraid the value of his home will decrease if apartments are built.

A motion to table Tract 2 of Z-15-28 until the December 21, 2015 Planning & Zoning meeting was made by Commissioner Good, seconded by Commissioner Bedwell and passed 3:1, with Chairman Craig voting against.

ITEM 3: Z-15-30 Rezoning of a 22.27 acre tract of land in Section 63, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District and Planned Development District 373A to amended planned development district for General Retail land uses.

APPLICANT: Seth Williams

Mr. Shaw stated the applicant is proposing the second phase of Planned Development 373B (mixed-use) which allows blending of residential, commercial, and institutional land uses for residents within the development and surrounding neighborhoods. Mr. Shaw advised Staff feels the mixed use development is in character with existing development and would recommend approval as submitted.

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

A motion to approve Z-15-30 was made by Commissioner Good, seconded by Commissioner Bedwell, and carried unanimously.

ITEM 4: Z-15-31 Rezoning of a 3.54 acre tract of unplatted land in Section 63, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District to amended planned development district for expansion of existing new/used outdoor auto sales lot.
APPLICANT: Steve McGavock

Mr. Shaw stated the applicant is requesting to expand the existing McGavock/Nissan car dealership to the south. Mr. Shaw advised Staff feels the request is appropriate and in character with the existing Planned Development and would recommend approval as submitted.

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

A motion to approve Z-15-31 was made by Commissioner Bedwell, seconded by Commissioner Parker, and carried unanimously.

ITEM 5: Z-15-32 Rezoning of a 2.41 acre tract of unplatted land in Section 63, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways, to change from Agricultural District to General Retail District. (Vicinity: Hillside Rd. & Soncy Rd.)
APPLICANT: Greg Mitchell

Mr. Shaw stated the applicant is requesting a zoning change in order to develop the site with a convenience store. This section is consistently developing with the Neighborhood Unit Concept (NUC), where non-residential development is at section corners and residential development occurs inward. Whereby the proposed site, located at the corner intersection of Hillside Rd and Soncy Rd, displays the NUC characteristics and is consistent along Soncy Rd/Loop 335, Mr. Shaw stated Staff feels the request is appropriate and would recommend approval as submitted.

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

A motion to approve Z-15-32 was made by Commissioner Good, seconded by Commissioner Bedwell, and carried unanimously.

ITEM 6: P-15-63 Glidden & Sanborn Addition Unit No. 10, an addition to the City of Amarillo being a replat of Lots 6 and 7, Block 145, Glidden & Sanborn Addition in Section 169, Block 2, AB&M Survey, Potter County, Texas. (0.39 acres)(Vicinity: NW 2nd Ave & Monroe St)
DEVELOPER(S): Rene Vasquez
SURVEYOR: Daryl Furman

Chairman Craig stated that the plat was signed by the Assistant City Manager of Development Services on December 4, 2015.

ITEM 7: P-15-64 River Falls Unit No. 48, a 32.591 acre tract of land being a replat of Lots 1-16, Block 4, and all of Clear View Trail, River Falls Unit No 42, being 22.384 acres of suburban subdivision to the City of Amarillo, and a 10.208 acre portion adjacent to and outside of the City of Amarillo Extra-Territorial Jurisdiction, lying in Section 114, Block 2, AB&M Survey, Randall County, Texas. (32.59 acres)(Vicinity: Equestrian Tr & Johns Way Blvd)
DEVELOPER(S): Tully Currie, Greg Dodson, and Robin Dodson
SURVEYOR: Dwayne Gresham

Mr. Shaw stated the developer is proposing creating two residential sites from sixteen previously platted tracts of land. A portion of the property falls within the City's ETJ (Extra-Territorial Jurisdiction) and a portion falls outside the ETJ. Mr. Shaw advised Staff feels the request is appropriate and would recommend approval as submitted.

Chairman Craig asked if anyone wanted to speak in favor of said request. Tully Currie, 605 N. Washington, Fredericksburg, Texas, the developer, advised if he were to develop Clear View Trail, this road would affect the rest of his development. Dwayne Gresham, 2700 Sweetgum Ln., the surveyor for River Falls, explained the plat is proposing to vacate Clear View Trail so the proposed two lots will not have frontage on both sides, but access will remain on the west and south sides.

Chairman Craig asked if anyone wanted to speak against said request. Ken Blackwell, 12620 Equestrian Trail, stated when he purchased the property he was advised Clear View Trail would be built and thus allowing multiple entrances onto his lot as it is a corner lot. Mr. Blackwell asked the Commissioners to deny the request.

Marie Ellyson, 12901 Equestrian Trail, requested more time for research on the proposed replat and the possible change in her property values. Ms. Ellyson stated when they purchased their lot, they were told Clear View Trail would be dedicated as a road.

Chairman Craig asked if anyone in favor of said request had a rebuttal. Mr. Currie stated the proposed replat of the sixteen lots into two larger tracts is owned by two individuals, and leaving Clear View Trail would make it more difficult in developing the property with his current plans.

Mr. Shaw stated even though Clear View Trail was shown as a part of the original plat, the road was never developed, used and accepted by the County, and technically the property still belongs to the developer. Mr. Shaw further stated all lots do have access on Equestrian Trail that connects to Johns Way Blvd. Mr. Shaw then explained the platting process follows a different set of rules than a zoning request. When a plat meets all the state law and subdivision regulations, the Planning and Zoning Commission has no compelling reason to deny a plat.

Leon Roberts, 13701 Johns Way Blvd, asked if the plat is approved, will the new plat be held to new standards. Mr. Shaw explained since River Falls development has been in progress for several years, the City is bound by the state law standards that were in place when the development began.

A motion to approve P-15-64 was made by Commissioner Bedwell, seconded by Commissioner Parker and carried unanimously.

ITEM 8: P-15-65 Wolflin's Subdivision of Block 314, Holland and Mirror Unit No. 2, an addition to the City of Amarillo, being a replat of Lots 1-3, Block 1, Wolflin's Subdivision of Block 314, Holland and Mirror Addition, in Section 165, Block 2, AB&M Survey, Potter County, Texas. (0.431 acres)(Vicinity: SE 3rd Ave & Aldredge St)
DEVELOPER(S): Jim Schrader
SURVEYOR: Matt Thomas

Chairman Craig stated that the plat was signed by the Assistant City Manager of Development Services on December 4, 2015.

CARRY OVERS:

ITEM 9: P-15-61 Famous Heights Park Addition Unit No. 20, an addition to the City of Amarillo, being a replat of portions of Blocks 70, 90 and 91 and previously vacated public right-of-ways in Famous Heights Park Addition, in Section 138, Block 2, AB&M Survey, Potter County, Texas.
DEVELOPER(S): L R LaRoche
SURVEYOR: Daryl Furman

A motion to approve P-15-61 was made by Commissioner Good, seconded by Commissioner Parker and carried unanimously.

PENDING ITEMS:

ITEMS 10-27: P-11-31 Sundown Acres Unit No. 6, P-12-45 Redstone Addition Unit No. 1, an P-12-52 Bownds Industrial Park Unit No. 1, P-13-72 Park Hills Unit No. 2, P-14-25 P-14-28 Silverpointe Addition Conceptual Development Plan, P-14-41 Skyline Terrace Unit No. 12, P-14-72 The Colonies Unit No. 59, P-14-75 Madden Addition Unit No. 6, P-14-91 Coulter Acres Unit No. 16, P-14-96 Lonesome Dove Estates Unit No. 7, P-15-07 Canode-Com Park Unit No. 45, P-15-09 Ridgeview Medical Center Unit No. 23, P-15-10 Reed's Unit No. 1, P-15-22 Hillside Terrace Estates Unit No. 24, P-15-38 Tull Addition Unit No. 2, P-15-43 Highland Park Village Unit No. 3, P-15-49 City View Estates Unit No. 16.

No action was taken on these plats.

ITEM 28: P-15-57 King's Place Unit No. 7, an addition to the City of Amarillo, being a replat of portions of Lots 2 and 3, Block 1, King's Place in Section 229, Block 2, AB&M Survey, Randall County, Texas.(1.37 acres) (Vicinity: I-27 & Hillside Rd)
DEVELOPER(S): Mark Fred
SURVEYOR: J D Davis

A motion to approve P-15-57 was made by Commissioner Bedwell, seconded by Commissioner Parker and carried unanimously.

ITEM 29: P-15-58 River Road Gardens Unit No. 27.

No action was taken on this plat.

ITEM 30: Public Forum: Time is reserved for any citizen to comment on City zoning or planning concerns; however, the Commission can take no action on any issue raised.

No comments were made.

ITEM 31: Discuss Items for Future Agendas.

No further comments were made and the meeting was adjourned at 4:45 P.M.



Kelley Shaw, Secretary
Planning & Zoning Commission

BOARDS AND COMMISSIONS – VACANCIES



Advisory Committee for People with Disabilities (3-year terms)

04/29/2008	Doug Hammett	03/01/2017
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Amarillo Hospital District Board of Managers (2-year terms)

03/10/2015	Todd Bell	04/01/2017
03/05/2013	Rakhshanda Rahman	10/01/2015
09/13/2011	Rodney Ruthart	10/01/2015

Bi-City County Health District Board (3-year terms)

01/31/1987	Kenneth Crossland	01/31/2016
11/19/2002	Kevin W. Hawkins	01/31/2016

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

06/19/2001	Carson Burgess	05/21/2015
11/27/2012	L.V. Perkins	05/21/2015
11/27/2012	Tom Thatcher	05/21/2015
07/13/2004	Mason Rogers	05/21/2016 (resigned)
09/23/2008	Howard Smith	05/21/2016 (resigned)

Center City Tax Increment Reinvestment Zone #1 Board of Directors (3-year terms)

03/20/2007	Richard Brown	03/20/2016 (resigned)
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Community Development Advisory Committee (2-year terms)

03/22/2011	Bill Bandy	12/31/2015
01/17/2006	Thomas Jones	12/31/2015
03/22/2011	Mary Jane Nelson	12/31/2015
05/30/2006	Ruben Rivera	12/31/2015
12/20/2011	Jeffery Studer	12/31/2015

Construction Advisory and Appeals Board (3-year terms)

05/21/2002	Shannon Brooks	12/31/2015 - Insurance
01/04/2005	Bill Chudej	12/31/2015 - Citizen
01/02/2013	Daniel Henke	12/31/2015 - Engineer
12/11/2012	Nolan Huckabay	12/31/2015 - Electrical
08/12/2008	Gary Strickland	12/31/2015 - Commercial Builder
09/13/2005	Gary Ward	12/31/2015 - Heating and Air

Downtown Urban Design Review Board (3-year terms)

12/11/2012	Steve Gosselin	08/17/2015 (alternate member)
08/17/2010	Melissa Henderson	08/17/2015 - Planner
08/13/2010	Charles Lynch	08/17/2015 (alternate member)
08/17/2010	Kevin Nelson	08/17/2015 - Property Owner
08/17/2010	Bob Rathburn	08/17/2015 - Resident
08/17/2010	Howard Smith	08/17/2015 Realtor (resigned)