

## AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, FEBRUARY 23, 2016 AT 4:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7<sup>th</sup> AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

### WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
  - (2) Consider appointments to Boards and Commissions:  
Board of Review-Landmarks & Historic District  
Construction Advisory and Appeals Board
  - (3) Presentation and Discussion FY 2014/2015 City of Amarillo Audit and Comprehensive Annual Financial Report; and
  - (4) Consider future Agenda items and request reports from City Manager.
- B. City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:
- (1) Discussion regarding appointments to vacant Board positions; and discussion regarding qualifications, rights, duties and responsibilities of Board members and appointees, in accordance with the Texas Open Meetings Act, Texas Government Code, Section 551.074; and
  - (2) Consult with Attorney about pending or contemplated litigation or settlement of same or, to consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter, in accordance with the Texas Open Meetings Act, Texas Government Code, Section 551.071.

---

### REGULAR MEETING ITEMS

#### INVOCATION

1. **MINUTES:**  
Approval of the City Council minutes of the regular meeting held on February 16, 2016.
2. **ORDINANCE NO. 7586:**  
This item is the first reading for an ordinance amending the Amarillo Municipal Code, Chapter 14-2 to reallocate a fractional use distribution of the Hotel Occupancy Tax (HOT).
3. **ORDINANCE NO. 7585:**  
This item is the first reading for an ordinance which would amend Amarillo Municipal Code, Chapter 18-2 to add a new Article VI, Sections 18-2-100 to 18-2-130, including procedures and definitions, adopt regulations and placing a Cross-Connection Program into the City of Amarillo Municipal Code.
4. **ORDINANCE NO. 7584:**  
This is the second and final reading of an ordinance rezoning Lot 11, Block 9, Fairview Townsite Addition, in Section 123, Block 2, AB&M Survey, Potter County, to change from Residential District 3 to Residential District 3 with a specific use permit for placement of a Type B manufactured home in the vicinity of Southeast 8<sup>th</sup> Avenue and Spring Street.

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

Appointments are needed for the following board:

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

6. **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 – Fire Truck, Grass and Wildland.

Award using HGAC Contract meeting specifications:

Hall Buick GMC ( Ferrara Fire Apparatus Dealer) -- \$213,569.00

This item is the scheduled replacement of Fire Truck 5701, 2001 International Grass-Rig that has reached or exceeded useable life approved in the 2015-2016 budget. This award will be used by the City of Amarillo Fire Department for daily operational requirements.

B. Award – Outdoor Warning Sirens:

Federal Sign Corporation – \$76,340.00

This item is for the purchase of four (4) Federal Signal 508 outdoor warning sirens with controllers and metal poles. Project will add a new siren in the area of Hillside and Coulter and replace three (3) existing sirens at 10<sup>th</sup> Avenue and Roberts, Lee Elementary and Avondale School. Installation services will be bid separately.

C. Award – Electrical System Components:

B&D Industries, Inc. -- \$259,765.35

This contract is replacement of electrical system components at a sanitary sewer lift station, including upgrades to the building to meet current code requirements.

D. Award – Water and Sewer Relocations:

Brandt Engineers Corp. -- \$411,829.00

This contract is for professional engineering services to design the water and sewer main relocations for the TxDOT expansion project on Hollywood Road (Loop 335) from Bell Street to Soncy Road.

E. Approval – Rental Housing Rehabilitation Project:

Award to Roscoe Wiley -- \$120,597.00

Property at: 607 North Monroe Street

This is approval of a rental housing rehabilitation project to renovate a multi-family unit at 607 North Monroe Street. Of the \$241,194 total cost for this project, the project owner will provide \$120,597 of the funding. The City Community Development Block Grant Home Rental Rehabilitation Program will provide the remainder or \$120,597 of project funding.

F. Approval – Rental Housing Rehabilitation Project:

Award to: Jason Lamons -- \$128,580.00

Property at: 3501 Southeast 21<sup>st</sup> Avenue

This is approval of a rental housing rehabilitation project to renovate a multi-family unit at 3501 Southeast 21st Avenue. Of the \$257,160 total cost for this project, the project owner will provide \$128,580 of the funding. The City Community Development Block Grant Home Rental Rehabilitation Program will provide the remainder or \$128,580 of project funding.

- G. Approval – Engineering Services Agreement for Planning and Design Services:  
Parkhill Smith & Cooper (PS&C) - \$192,270.00  
(\$247,032 if inclusion of optional Task 3)

This Engineering Services Agreement provides for preparation of a 5-year Strategic Plan for development of landfill disposal cells 10 and 11, airspace consumption, drainage, alternative daily cover, tire disposal, final cover and gas management. Additionally a second contract task provides for construction documents for expansion of landfill cell 10. An optional task in the agreement provides construction phase services to the City during the bidding and construction of Landfill Cell 10 expansion.

#### **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. 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 7<sup>th</sup> 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 19th day of February 2016.

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



STATE OF TEXAS  
 COUNTIES OF POTTER  
 AND RANDALL  
 CITY OF AMARILLO

On the 16th day of February 2016, the Amarillo City Council met at 4:00 p.m. for a work session and then 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       | MAYOR               |
| ELISHA L. DEMERSON | COUNCILMEMBER NO. 1 |
| BRIAN J. EADES     | COUNCILMEMBER NO. 2 |
| RANDY BURKETT      | COUNCILMEMBER NO. 3 |
| MARK NAIR          | COUNCILMEMBER NO. 4 |

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

- |                 |                      |
|-----------------|----------------------|
| TERRY CHILDERS  | INTERIM CITY MANAGER |
| WILLIAM MCKAMIE | CITY ATTORNEY        |
| KELLEY SHAW     | PLANNING DIRECTOR    |
| FRANCES HIBBS   | CITY SECRETARY       |

The invocation was given by Councilmember Elisha Demerson. 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 February 9, 2016. Motion was made by Councilmember Eades to approve the minutes; motion was seconded by Councilmember Demerson, and unanimously carried to approve the minutes.

ITEM 2: Mayor Harpole presented an ordinance rezoning Lot 11, Block 9, Fairview Townsite Addition, in Section 123, Block 2, AB&M Survey, Potter County, to change from Residential District 3 to Residential District 3 with a specific use permit for placement of a Type B manufactured home in the vicinity of Southeast 8<sup>th</sup> Avenue and Spring Street. It is recommended for approval by a 6:0 vote of the Planning and Zoning Commission. Motion was made by Councilmember Nair, seconded by Councilmember Demerson, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7584

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 SOUTHEAST 8<sup>TH</sup> AVENUE AND SPRING STREET, POTTER 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: Floyd Hartman, Director of Capital Projects and Development Engineering, presented a proposal on the Cross-Connection ordinance. Councilmember Demerson inquired if the proposed ordinance had specific language which included residences. Andrew Holley, 4302 West 51<sup>th</sup> Avenue, inquired if the ordinance specifies irrigation systems and under what jurisdictional authority if a person does not have a backflow device. Mr. Hartman replied the ordinance was for material changes, new construction or cross-connection. Mayor Harpole closed the public hearing.

ITEM 4: Mayor Harpole advised that appointments are needed for certain boards. Motion was made by Councilmember Nair, seconded by Councilmember Eades and

unanimously carried to appoint Clay Stribling to replace Todd Bell and Dean Frigo to replace Rodney Ruthart on the Amarillo Hospital District Board, such terms to expire October 1, 2017; and to reappoint Scott Bentley to the Center City Tax Increment Reinvestment Zone #1 Board of Directors, such term to expire March 20, 2019.

Voting AYE were Mayor Harpole, Councilmembers Demerson, Eades and Nair; voting NO was Councilmember Burkett; the motion carried by a 4:1 vote of the Council.

ITEM 5: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. There were none. Motion was made by Councilmember Eades to approve the consent agenda and authorizes the City Manager to execute all documents necessary for each transaction. Motion was seconded by Councilmember Nair.

A. Purchase – Mechanical Street Sweeper:  
Heil of Texas -- \$255,937.00

This item is the scheduled replacement of unit 6793, 2007 Freightliner Sweeper that has reached or exceeded useable life expectancy. Replacement approved in the 2015-2016 budgets. This award will be used by the Drainage Utility Department for daily operations. This bid represents a 6% decrease from the last purchase. Funding for this award is available in the approved FY 2015-2016 Municipal Garage Rolling Stock Budget.

B. Award – Radio Communications System Consulting and Engineering Services Contract:  
AECOM Technical Services, Inc. -- \$540,244.00

This item approves the consulting and engineering services contract with AECOM Technical Services, Inc. for system procurement and project implementation support of a replacement radio communications system. AECOM Technical Services, Inc. was selected as the most qualified respondent to a Request for Qualifications to provide consulting and engineering services for this project. Funding for this contract is available in the approved Management & Administration Capital Improvements budget.

C. Approval – Change Order No. 4 – Rehabilitation of Southwest 9<sup>th</sup> Avenue from Coulter Street to Amarillo Boulevard:

Original Contract:	\$2,061,156.95
Previous Change Orders:	111,582.20
Current Change Order:	(6,068.60)
Total Change Orders:	105,513.80
Revised Contract:	\$2,166,670.55

This item approves Change Order No. 4 to the contract with Holmes Construction Company, L.P. for work performed on the Rehabilitation of Southwest 9<sup>th</sup> Avenue from Coulter Street to Amarillo Boulevard. The change order is for the Contractor to reimburse the City for repair work to the waterlines. No funding is required for this change order.

D. Approval – Aviation Clear Zone Easement:

Aviation Clear Zone Easement being 4,600 feet MSL above the plat of Famous Heights Addition Unit No. 43, in Section 122, Block 2, AB&M Survey, Potter County, from Philip R. Slaughter.

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. Jesse Pfrimmer, 5723 South Milam Street, inquired if the former North YMCA swimming pool could be renovated as a competitive swimming pool. Steve Parr, 1930 South Harrison Street, stated on behalf of the Plemons-Eagle Association they were requesting assistance from the City for their future strategic plans. There were no further comments.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

\_\_\_\_\_  
Paul Harpole, Mayor

DRAFT



## CITY OF AMARILLO

### MEMORANDUM

To: The Honorable Mayor and Members of the City Council  
Terry L. Childers, Interim City Manager

From: Mick McKamie, City Attorney

Date: February 17, 2016

Re: **Proposed Amendment to §14-2-52(b) of the Code of Ordinances regarding Use of Hotel Occupancy Tax Revenue)**

The current City Code provides in §14-2-52 a direction for allocation of Hotel Occupancy Tax revenues. Generally, the total 7% of the tax levied is allocated: 3% for construction, alteration and maintenance of a civic/convention center; 3% for tourism advertising and promotion; 0.5% for promotion and event development at civic/convention center facilities; 0.5% for direct promotion of events.

The Downtown Initiative – Catalyst Project involves the issuance of bonds secured by HOT revenues. At the City Bond Counsel’s request an amendment to the referenced section of the Code of Ordinances is necessary to allow for a pledge of such HOT revenues at a level sufficient to support the bond issue.

The proposed ordinance amends §14-2-52 (b) of the Code to remove restrictions and allow HOT revenues to be used as provided in state law, thereby allowing for sufficient revenues to support the bond issue. The City Manager met with the Chamber and the Convention and

Visitor's Council staff to communicate that the change of the ordinance is necessary to allow for the hotel occupancy tax pledge for the bond issue, however the City's intent is to continue to fund the Convention and Visitor's Counsel at the same level as it has with the existing ordinance, 3% for tourism advertising and promotion and 0.5% for direct promotion of events.

ORDINANCE NO. 7586

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 14-2, ARTICLE III, SECTION 14-2-52(b)(4) TO REMOVE ALLOCATION RESTRICTIONS AND ALLOW DISTRIBUTION OF THE HOTEL OCCUPANCY TAX IN ACCORDANCE WITH STATE LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

---

**WHEREAS**, the City Council now desires to reallocate a fractional distribution of the use for the hotel occupancy tax to provide more flexibility in the use of the funds for the benefit of the community;

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

**SECTION 1.** The Amarillo Municipal Code, Chapter 14-2, Article III, Section 14-2-52(b) be and hereby is amended to read as follows:

\* \* \*

(b) Revenues derived from the Occupancy tax levied in subsection (a) above shall be used only to promote tourism and the convention and hotel industry, as provided in Chapter 351, Texas Tax Code, as now or hereafter amended.

\* \* \* \*

**SECTION 2.** Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

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

**SECTION 4.** Continuation. That nothing in this ordinance (or any code 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 5.** Effective Date. This ordinance shall be effective immediately upon its passage and approval.

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, on First Reading this the \_\_\_\_\_ day of February, 2016; and **PASSED** on Second and Final Reading the \_\_\_\_\_ day of March, 2016.

\_\_\_\_\_  
**Paul Harpole, Mayor**

**ATTEST:**

\_\_\_\_\_  
Frances Hibbs, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
William M. McKamie, City Attorney

DRAFT

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	February 23, 2016	<b>Council Priority</b>	N/A
---------------------	-------------------	-------------------------	-----

<b>Department</b>	52110 Director of Utilities
-------------------	-----------------------------

## Agenda Caption

This item is the first reading for an ordinance which would amend Amarillo Municipal Code, Chapter 18-2 to add a new Article VI, Sections 18-2-100 to 18-2-130, including procedures and definitions, adopt regulations and placing a Cross-Connection Program into the City of Amarillo Municipal Code. The purpose of said Article is to comply with Title 30 and to protect the water supply of the City from contamination due to any cross connections. The Public Hearing was conducted during the City Council Regular Session on February 16, 2016.

## Agenda Item Summary

This is the First Reading- Proposed Cross-Connection Control Ordinance.

## Requested Action

Conduct the first reading of the proposed ordinance.

## Funding Summary

No funding required. No state or federal funds are involved.

## Community Engagement Summary

This ordinance will have a modest impact on the community. The purpose of the ordinance is to supplement existing plumbing code and provide the required authority to protect the City water supply where plumbing code may not apply. The Texas Commission on Environmental Quality rules requires municipalities to have the appropriate authority in place. City staff has met with developers, the local builders association and plumbing firms to solicit comments and concerns.

## Staff Recommendation

City Staff is recommending approval for the final reading.

ORDINANCE NO. 7585

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS:  
AMENDING THE AMARILLO MUNICIPAL CODE TO ADD  
CHAPTER 18-2, CREATING NEW ARTICLE VI, SECTIONS 18-2-  
100 TO 18-2-130 AND PROVIDING FOR DEFINITIONS,  
REQUIREMENTS, GUIDELINES, AND OTHER; PROVIDING FOR  
SEVERABILITY; PROVIDING A REPEALER; PROVIDING FOR  
PUBLICATION AND EFFECTIVE DATE.

WHEREAS, there is a desire to further protect and promote the public health, safety, welfare, by placing a Cross-Connection Program into the City of Amarillo Municipal Code of Ordinances as an enforceable ordinance of the City;

WHEREAS, prior to adoption of this Cross-Connection Program (the "Program"), a public meeting was held to receive comments and providing opportunity for public input in the preparation and development of this Program.

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

SECTION 1. The Amarillo Municipal Code, Chapter 18-2, be and hereby is amended to add an entirely new Article VI, Sections 18-2-100 to 18-2-130, to read as follows:

**ARTICLE VI.**  
**CROSS-CONNECTION PROGRAM**

**Section 18-2-100. Declaration of Policy, Purpose and Intent.**

Pursuant to Title 30, Texas Administrative Code, Sections 290.44, 290.46 and the 2015 IPC (International Plumbing Code), as amended, it is the responsibility of the City of Amarillo to protect its drinking water supply by instituting and enforcing a Cross-Connection Program. The purpose of this Article, therefore, is to comply with the above-cited regulatory requirements, and to protect the water supply of the City from contamination or pollution due to any cross-connections.

**Section 18-2-101. Authorization of Responsible Official.**

The Director of Utilities is hereby authorized and directed to implement the applicable provisions of this Program upon determination that such implementation is necessary to protect public health, safety and welfare of the community. The Director shall have the authority to initiate or terminate the Program as stated in this Article. The Director shall review and propose updates, if necessary or as required by the State of Texas.

**Section 18-2-102. Definitions.**

For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning. If a word or term used in this Article is not contained in the following list, its definition, or other technical terms used, shall have the meanings or definitions listed in the most recent edition of the *Manual of Cross-Connection Control* published by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California.

*Administrator:* The Director of Utilities or his/her designee.

*Air Gap:* The vertical physical separation between the free flowing discharge end of the potable water supply line and the overflow rim of the receiving vessel. The separation must be at least twice the inside diameter of the supply line, but never less than one inch. When located near walls, the air gap separation must be increased.

*Amarillo:* City of Amarillo or City.

*Approved Backflow Prevention Assembly:* An assembly to counteract backpressures or prevent backsiphonage. This assembly must appear on the list of approved assemblies issued by USC (University of Southern California) Foundation for Cross-Connection Control and Hydraulic Research.

*Atmospheric Vacuum Breaker:* A device, which contains a flat check (poppet), a check seat and an air inlet vent. When water pressure is reduced to a gauge pressure of zero or below, air enters the device, preventing backsiphonage. It is designed to protect against backsiphonage only.

Auxiliary Supply: Any water source or system other than the public water system that may be available in the building or on the property.

(1) Approved: An auxiliary water supply, which has been investigated and approved by the health authority, meets water quality regulations and is accepted by the water purveyors.

(2) Unapproved: An auxiliary water supply, which is not approved by the health authority.

Backflow: The flow in the direction opposite to the normal flow or the introduction of any foreign liquids, gases, or substances into the water system of the City's water.

Backflow Prevention Assembly Tester: A person who has met all of the requirements of TCEQ to be recognized as a certified tester in the State of Texas and is registered with the City. A certified tester who is employed by a state approved fireline contractor shall test fireline assemblies.

Boresight or Boresight to Daylight: Providing adequate drainage for backflow prevention assemblies installed in vaults through the use of an unobstructed drain pipe.

City: City of Amarillo.

City Manager: The City Manager of the City or his/her designee.

Combination Protection: An assembly installed for point-of-use isolation in addition to a premise isolation assembly.

Contamination: The entry into or presence in a public water supply system of any substance which may be deleterious to health and/or quality of the water.

Cross-Connection: Any physical arrangement where a potable water supply is connected, directly or indirectly (actual or potential), with any other non-potable water system, used water system or auxiliary water supply, sewer, drain conduit, swimming pool, storage reservoir, plumbing fixture, swamp coolers, air conditioner units, fire protection system, or any other assembly which contains, or may contain, contaminated water, sewage, or other liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water system as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or change over assemblies, or other temporary or permanent assemblies through which, or because of which, backflow may occur are considered to be cross-connections.

Customer Service Inspector or CSI: An individual who has fulfilled the requirements set out in TCEQ Rules and Regulations for Public Water Systems, Title 30, Texas Administrative Code, Section 290.46(j)(1).

Degree of Hazard: The low or high hazard classification that shall be attached to all actual or potential cross-connections.

Director: The Director of Utilities or his/her designee.

Double Check Detector Assembly or DCDA: An approved assembly consisting of two (2) approved double check valve assemblies, set in parallel, equipped with a meter on the bypass line to detect small amounts of water leakage or use. This unit must be purchased as a complete assembly. The assembly may be allowed on fire line water services in place of an approved double check valve assembly upon approval by the local water authority.

Double Check Valve Backflow Prevention Assembly: An assembly which consists of two (2) independently operating check valves which are spring-loaded or weighted. The assembly comes complete with a gate valve on each side of the checks, as well as test cocks to test the checks for tightness. Also known as Double check assembly or double check or DC assembly or DC.

Health Hazard: An actual or potential threat of contamination of a physical or toxic nature to the public potable water system or the consumer's potable water system that would be a danger to health.

High Hazard: The classification assigned to an actual or potential cross-connection that potentially could allow a substance that may cause illness or death to backflow into the potable water supply.

Inspector: A person that is a cross-connection inspector recognized by the City.

Low Hazard: The classification assigned to an actual or potential cross-connection that potentially could allow a substance that may be objectionable but not hazardous to one's health to backflow into the potable water supply.

Mobile Unit: Any operation, which may have the potential to introduce contaminants into potable water systems from a mobile source. These include, but are not limited to: carpet-cleaning vehicles, water-hauling vehicles, street-cleaning vehicles, liquid-waste vehicles, power-wash operations, and pest-control vehicles.

Person: A natural person (an individual), corporation, company, association, partnership, firm, limited liability company, joint venture stock company or association, and other such entity.

Plumbing Hazard: An internal or plumbing-type cross-connection in a consumer's potable water system than may be either a pollutional or a contamination-type hazard.

Point-of-Use Isolation: The appropriate backflow prevention within the consumer's water system at the point at which the actual or potential cross-connection exists.

Pollution Hazard: An actual or potential threat to the physical properties of the water system or the potability of the public or the consumer's potable water system but which would not constitute a health or system hazard, as defined. The maximum degree of intensity of pollution to which the potable water system could be degraded under this definition would cause a nuisance, or be aesthetically objectionable, or could cause minor damage to the system or its appurtenances.

Potable Water Supply: Any water that has been tested as required by the state regulations for drinking water supplies and is considered safe for human consumption.

Premises: Any piece of property to which water is provided, including all improvements, mobile structures, and structures located on it.

Premises Isolation or Containment: The appropriate backflow prevention at the service connection between the public water system and the water user.

Pressure Vacuum Breaker Assembly: An approved assembly consisting of a spring-loaded check valve loaded to the closed position, an independently operating air inlet valve loaded to the open position and installed as a unit with and between two (2) resilient seated shutoff valves and with suitable connections for testing. It is designed to protect against backsiphonage only.

Public Water System or System: Any public or privately owned water system which supplies water for public domestic use. The system must meet all the health requirements set forth by the TCEQ. The system will include all services, reservoirs, facilities, and any equipment used in the process of producing, treating, storing or conveying water for public consumption.

Reduced Pressure Principle Backflow Prevention Assembly or RP Assembly: An assembly containing two (2) independently acting approved check valves together with a hydraulically-operated, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve. The assembly shall include properly located test cocks and tightly closing shut-off valves at each end of the assembly. Also known as reduced pressure principle assembly or RP Assembly.

Reduced Pressure Detector Assembly or RPDC: An approved assembly consisting of two (2) approved reduced pressure backflow assemblies, set in parallel, equipped with a meter on the bypass line to detect small amounts of water leakage or use. This unit must be purchased as a complete assembly. The assembly may be allowed on fire line water services in place of an approved reduced pressure backflow assembly, upon approval by the local water purveyor.

Residential Use: Shall include single family dwellings, duplexes, multiplex housing and apartments where the individual units are each on a separate meter.

(1) Non-residential use shall include, but is not limited to, all uses not specifically included in residential uses defined above.

Service Connection: Is the point-of-delivery at which the public water system ends and is connected to the private supply line or lateral.

SOP: A standard operating procedure manual on cross-connections written specifically for the City.

Spill Resistant Vacuum Breaker: An assembly containing an independently-operating, internally-loaded check valve, and an independently-operating, loaded air-inter valve, located on the discharge side of the check valve. The assembly is to be equipped with a properly located, resilient, seated test cock; a properly located bleed/vent valve, and a tightly-closing, resilient, seated shut-off valves attached at each end of the assembly. This assembly is designed to protect against a non-health hazard (i.e., pollutant) or a health hazard (i.e., contaminant) under a backsiphonage condition only.

System Hazard: An actual or potential threat of severe danger to the physical properties of the public or consumer's potable water supply, or of a pollution or contamination that would have a detrimental effect on the quality of the potable water in the system.

Thermal Expansion: Heated water that does not have the space to expand.

TCEQ: Texas Commission on Environmental Quality.

Used Water: Water supplied by a public water system to a water user's system after it has passed through the service connection.

### **Section 18-2-103. Backflow Prevention Assembly Requirements.**

A cross-connection inspector, employed by or under contract with the City, shall determine the type and location of a backflow assembly to be installed within the City's water service area. The assembly shall be required in each of the following circumstances, but the inspector is in no way limited to the following circumstances:

- (a) When the nature and extent of any activity at a premise, or the materials used in connection with any activity at a premise, or materials stored at a premise, could contaminate or pollute the potable water supply.
- (b) When a premise has one or more cross-connections as that term is defined in section 18-2-102.
- (c) When internal cross-connections are present and those that are not correctable.
- (d) When intricate plumbing arrangements are present that make it impractical to ascertain whether cross-connections exist.
- (e) When a premise has a repeated history of cross-connections being established or re-established.
- (f) When entry to a premise is restricted so that inspections for cross-connections, or testing of required assemblies, cannot be made, a reduced pressure principle backflow prevention assembly will be required to be installed and maintained, in accordance with this Article, at the service connection.
- (g) When materials are being used such that, if backflow should occur, a health hazard could result.
- (h) When installation of an approved backflow prevention assembly is deemed by an inspector to be necessary to accomplish the purpose of these regulations.
- (i) When an appropriate cross-connection survey report form has not been filed with the Director.
- (j) In all new non-residential construction, there shall be installed an approved backflow assembly at the service connection. The type of the assembly will be commensurate with the degree of hazard as determined by an inspector.
- (k) When a building is constructed on a commercial premise, and the end use of such building is not determined, or could change, a reduced pressure principle backflow prevention assembly shall be installed at the service connection to provide protection of the public water supply in the event of the most hazardous use of the building.
- (l) Any used water-return system that has received approval from the Director.
- (m) If a point-of-use assembly has not been tested or repaired as required by this Article, the installation of a reduced pressure principle assembly will be required at the service connection.
- (n) If an inspector determines that additions or rearrangements have been made to the plumbing system, without the proper permits as required by the plumbing code, premise isolation shall be required.
- (o) All commercial multi-story buildings, or any buildings with a booster pump or elevated storage tank.

#### **Section 18-2-104. Irrigation Systems.**

- (a) All irrigation systems, which currently have no backflow protection or systems installed after the effective date of this Article, shall be required to meet all specifications pertaining to irrigation systems as stipulated by Title 30, Texas Administrative Code , Sections 290.44 and 290.46 or the 2015 IPC, or as amended by City ordinance. In the event that there is a conflict between these codes and regulations, the more restrictive shall apply.
- (b) All irrigation systems which do not currently meet the specifications, as stipulated in subsection (a), will be required to meet these specifications upon notification from the City or if the device fails a certification test.
- (c) In the event an assembly is removed each year to protect against freezing, it must be tested immediately upon re-installation.
- (d) The cross-connection inspector can choose to be more stringent if deemed necessary.

#### **Section 18-2-105. Mobile Units.**

- (a) A person who owns or operates any mobile unit that uses water from the City's public water system shall make application, pay appropriate fees, and obtain a permit from the City's Utility Billing office before accessing the public water system. The Director may require a fixed air gap, or a backflow assembly commensurate with the degree of hazard, mounted either on the vehicle or piping.
- (b) The failure of the owner or operator of the vehicle to comply with this Article shall be grounds for the City to revoke any permit or license, required under the City Code to operate the vehicle, or the business for which such vehicle is used.
- (c) The Director may deny a permit to any person who is not in compliance with this Article, or who has a history of violating the requirements of this section.
- (d) All assemblies used to protect the water supply, when using a mobile unit, must abide by the maintenance and testing sections of this Article.

- (e) If there is a conflict between this section of the Article and Amarillo's Code of Ordinances, the more restrictive provision will apply.

**Section 18-2-106. Multiple Service Connections.**

If premises with multiple service connections require premises isolation, a backflow assembly shall be installed at each service connection. The assemblies shall be commensurate with the degree of the highest potential hazard.

**Section 18-2-107. Plumbing Code.**

As a condition of water service, customers shall install, maintain, and operate their piping and plumbing systems in accordance with the IPC. If there is a conflict between this Article and the IPC, the more restrictive provision shall apply, or a reduced pressure principle backflow prevention assembly will be required to be installed at the service connection.

**Section 18-2-108. Thermal Expansion.**

If a closed system has been created by the installation of a backflow assembly at the service connection, it is the responsibility of the property owner to eliminate the possibility of thermal expansion. Installations of the thermal expansion relief devices are to be installed by a state licensed plumber which requires a permit and inspection by the City.

**Section 18-2-109. Pressure Loss.**

Any water pressure drop caused by the installation of a backflow assembly shall not be the responsibility of the City.

**Section 18-2-110. Residential service connections.**

Any residential property which has been determined to have an actual or potential cross-connection, or has violated the plumbing code in any way, shall be equipped with an approved backflow prevention assembly, installed in accordance with this Article.

**Section 18-2-111. Fire Systems.**

- (a) An approved double check detector backflow prevention assembly (DCDA) shall be the minimum protection on all new fire sprinkler systems using piping material that is not approved for potable water use, and/or that does not provide for periodic flow-through during each 24-hour period. A reduced pressure principle detector backflow prevention assembly (RPDA) must be installed, if any solution other than the potable water can be introduced into the sprinkler system. If the cross-connection inspector determines a chemical loop system can be isolated by installing an RP Assembly at the point of the chemical injection, this, in conjunction with the installation of the DCDA, will be adequate protection. Retrofitting on fire sprinkler systems will be required in each of the following circumstances:
- (1) Where improper maintenance has occurred;
  - (2) On all high hazard systems; and
  - (3) Wherever an inspector deems necessary.
- (b) All fireline assemblies will be tested by fireline testers only, however a Customer Service Inspection is required.

**Section 18-2-112. Retrofitting.**

Approved backflow prevention assemblies, which shall be commensurate with the degree of hazard, shall be immediately installed on all actual or potential cross-connections, regardless of the date the potential hazard was created.

**Section 18-2-113. Wholesale Customers.**

Every wholesale customer that has a contract for water services with the City shall have an active, ongoing cross-connection program, approved by the Director. The City reserves the right to require a reduced pressure principle backflow prevention assembly, or an air gap, at the interconnect.

**Section 18-2-114. Responsibilities of Owners and Renters.**

It is the responsibility of all property owners and their agents and lessees to abide by the conditions of this Article.

**Section 18-2-115. Access to Premises.**

- (a) Every person provided water service by the City, directly or indirectly, shall permit the Director enter their premises and buildings for the purpose of inspecting pipes and fixtures and the manner in which the water is used to determine compliance with this Article.
- (b) If any water user refuses access to their premises for inspection by an inspector and/or the Director, the water user shall install a reduced pressure principle assembly at the service connection to the premises so as to ensure premises isolation or containment protection.
- (c) Any temporary, or permanent, obstruction to safe and easy access to the premises for the purposes of this Article shall be promptly removed by the water user at the written, or verbal, request of the Director, and shall not be replaced. The costs of clearing such access shall be borne by the user.
- (d) Any and all costs associated with premise isolation or containment protection shall be the sole responsibility of the property owner, lessee, and/or agent.

**Section 18-2-116. Right-of-Way Encroachment.**

- (a) No person shall install or maintain a backflow prevention assembly upon or within any City right-of-way except as provided by this section.
- (b) A backflow prevention assembly required by this Article may be installed upon or within any City right-of-way only if the owner proves to the City that there is no other feasible location for installing the assembly, and installing it in the right-of-way will not interfere with traffic or utilities and the owner executes a license and hold harmless agreement with the City. The City retains the right to approve the location, height, depth, enclosure, and other requisites of the assembly prior to its installation.
- (c) A property owner shall, at the request of the City and at the owner's sole expense, relocate a backflow prevention assembly which encroaches upon any City right-of-way when such relocation is necessary for alley, street or utility construction or repairs or for purposes of public safety.
- (d) All of Amarillo's ordinances relevant to easement issues will be recognized by and incorporated into this Article.

**Section 18-2-117. Jurisdiction.**

- (a) The Director may grant a variance for water uses that are otherwise prohibited under this Article if it is determined that either:
  - 1. Failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire protection for the person requesting; or
  - 2. Alternative methods can be promptly and fully implemented by the requestor which the Director finds will achieve the same level of reduction in water use for the Stage in effect.
- (b) Persons requesting a variance from the provisions of this Article shall file a written petition for variance with the Director. A petition for variances shall include the following information:
  - 1. Name and address of the petitioner(s).
  - 2. Purpose of the intended water use if variance is granted.
  - 3. Specific provision(s) of the Article from which the petitioner is requesting relief:
  - 4. Detailed statement as to how the specific provision of the Article adversely affects the petitioner; and, how damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
  - 5. Description of the relief requested.
  - 6. Period of time for which the variance is sought.
  - 7. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of the Article and the compliance date.
  - 8. Other pertinent information required in writing by the Director.
- (c) The Director shall review and make a decision to grant, deny, or modify a petition for variance no later than seven (7) business days after a petition is determined to be complete per subsection (b) criteria. A decision by the Director to deny a variance may be appealed to the City Manager whose decision shall be final. An appeal to the City Manager requires filing with the City Secretary a letter explaining specifically why or how the Director's denial is an abuse of discretion under the circumstances then existing in the community. Such letter must be filed no later than 3 business days after the denial is issued. The City Manager or designee shall review the original petition and all relevant documents pertaining to the petition and the Director's

denial, and thereupon issue a final decision within 7 business days after receiving the appeal letter.

- (d) Each variance granted shall include a timetable for compliance and shall expire six (6) months after it is granted.
- (e) Application for variance, pendency of same, or an appeal of same shall not be grounds for noncompliance with this Article.
- (f) A granted variance shall not be retroactive or otherwise justify a violation of this Article that occurred prior to the granting of the variance, unless such violation is found to have been essential to protect human health or a human life safety condition.

**Section 18-2-118. Violations; Enforcement; Penalty.**

- (a) It is an offense for a person(s) to use or allow the use of water from the City of Amarillo public water system in a manner or at a time that is contrary to a provision of this Article. This ordinance applies to and shall be enforceable against a property owner, manager, tenant, lessee and any other person in control of use of water at an address.
- (b) This Article may be enforced by citation issued by any peace officer or a Building Safety inspector of the City of Amarillo. This ordinance may also be enforced by the Director, Assistant Directors, or a supervisor in the City of Amarillo Utilities Division by submitting to the municipal court prosecutor for review, a sworn complaint against the title owner of property where a violation occurs. This section authorizes each official described in this section to enforce this Article as stated in this section. The City Attorney or designee is authorized to enforce this Article by civil injunction or other civil action.
- (c) Each violation of a required act or a prohibition prescribed in this Article by a water user is a separate offense.
- (d) A violation of this Article is punishable upon conviction in accordance with Amarillo Municipal Code, Sec. 1-1-5.

**Sections 18-2-119 to 18-2-130. Reserved.**

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 3. Repealer. All ordinances or resolutions ordinances, resolutions, and parts of resolutions that adopt resolutions that adopt a cross-connection program are hereby repealed. Further, any and all other ordinances or resolutions of any nature, or parts of either, that conflict with the terms of this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 4. Penalty. A violation of this ordinance is an offense punishable in accordance with the terms stated in SECTION 1 of this ordinance, to be codified at Section 18-2-118 of the Amarillo Municipal Code of Ordinances.

SECTION 5. Publishing and Effective Date. This ordinance shall be published according to law and be effective on the date below. Further, any and all other ordinances or resolutions of any nature, or parts of either, that conflict with the terms of this ordinance are hereby repealed to the extent of conflict with this ordinance.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the \_\_\_ day of February, 2016; and PASSED on Second and Final Reading the \_\_\_ day of February, 2016.

\_\_\_\_\_  
Paul Harpole, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

**THE CITY OF AMARILLO, TEXAS****Interdepartmental Memorandum**

February 10, 2016

**To:** Terry Childers, Interim City Manager

**From:** David Soto, Planner I DS

**Thru:** Bob Cowell, Deputy City Manager of Development Services  
Kelley Shaw, Planning Director *KS* *2/11/16*

**Subject:** Z-16-05 Rezoning of Lot 11, Block 9, Fairview Townsite Addition, Section 123, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Residential District 3 to Residential District 3 with a specific use permit for placement of a Type B Manufactured Home.  
(Vicinity: SE 8<sup>th</sup> & Spring St)  
APPLICANT: Judy Jurado

**Vote:** 6:0 approval

The above referenced item was recommended for approval by the Amarillo Planning and Zoning Commission at its meeting of February 8, 2016

Adjacent zoning consists of Residential District 3 in all directions.

Adjacent land uses consist of a mix of traditional built single-family detached homes and manufactured homes in all directions.

The applicant is requesting a specific use permit for the placement of a Type B (built between 2007 and the current year) Manufactured Home on property zoned Residential District 3.

Section 4-10-87 (Manufactured Home Standards) of the City's Zoning Ordinance sets standards for the placement and architectural appearance of manufactured homes within Amarillo. One of the requirements is that a Specific Use Permit must be obtained in order to place a Type B manufactured home on property residentially zoned. This requirement is the basis for the requested change in zoning.

When submitting an application for a Specific Use Permit, the applicant is required to submit a market analysis, site plan, and filing fee. The market analysis indicates what impact, if any, the placement of the manufactured home will have on the surrounding area. A licensed real estate appraiser must prepare this analysis. The market analysis submitted by the applicant indicates there will be no adverse impact on the surrounding area if approved.

The intent of Section 4-10-87 is to ensure that manufactured homes are compatible with other dwellings in the neighborhood and meet minimum placement and architectural standards while providing an alternative means of affordable home ownership for the residents of the community.

In determining the Commission's recommendation of approval or denial of this request, Planning Commissioners recommends that the City Commissioners consider the following issues:

1. Would this type of dwelling unit negatively affect surrounding property values?
2. Does this type of dwelling unit fit in the overall character of the surrounding neighborhood?

Homes in the neighborhood appear to be average in both construction and maintenance, with a few which could be considered below average in condition. In a one-block radius, there are several singlewide manufactured homes as well as others beyond a one-block radius. Of these six singlewide manufactured homes, two are located within the same block as the applicant's tract.

The proposed manufactured home was constructed in 2014 and features 2 bedrooms, 2 bathrooms, a pitched roof, a large covered porch, and has a total of 1155 sq. ft. of living area.

Planning Commissioners have reviewed photos of the applicant's new singlewide manufactured home and find it to be in character with not only existing area manufactured homes, but detached residences as well. Given the area as a whole and that the purpose of this SUP is to place a new singlewide

manufactured home, Commissioners are in agreement with the analysis and believes placement of a new Type B Manufactured Home is appropriate and will not have any detrimental impacts on the surrounding area.

Considering the above, Commissioners recommend approval of the applicant's request as presented.

Notices have been sent to property owners within 200 feet regarding this proposed rezoning. At the time of writing, the Planning Department has received two calls, both with no opposition to this rezoning. Mr. Sager spoke at the Planning & Zoning Commission meeting and had questions regarding the proposed manufactured home's value. Staff followed up with Mr. Sager with the information he requested. He has no objections to the request. An update will be provided the City Commission meeting should there be any change.

ORDINANCE NO. 7584

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 SE 8<sup>TH</sup> & SPRING STREET, POTTER 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 Lot 11, Block 9, Fairview Townsite Addition, Section 123, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Residential District 3 to Residential District 3 with a Specific Use Permit 179 for placement of a Type B Manufactured Home.

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.

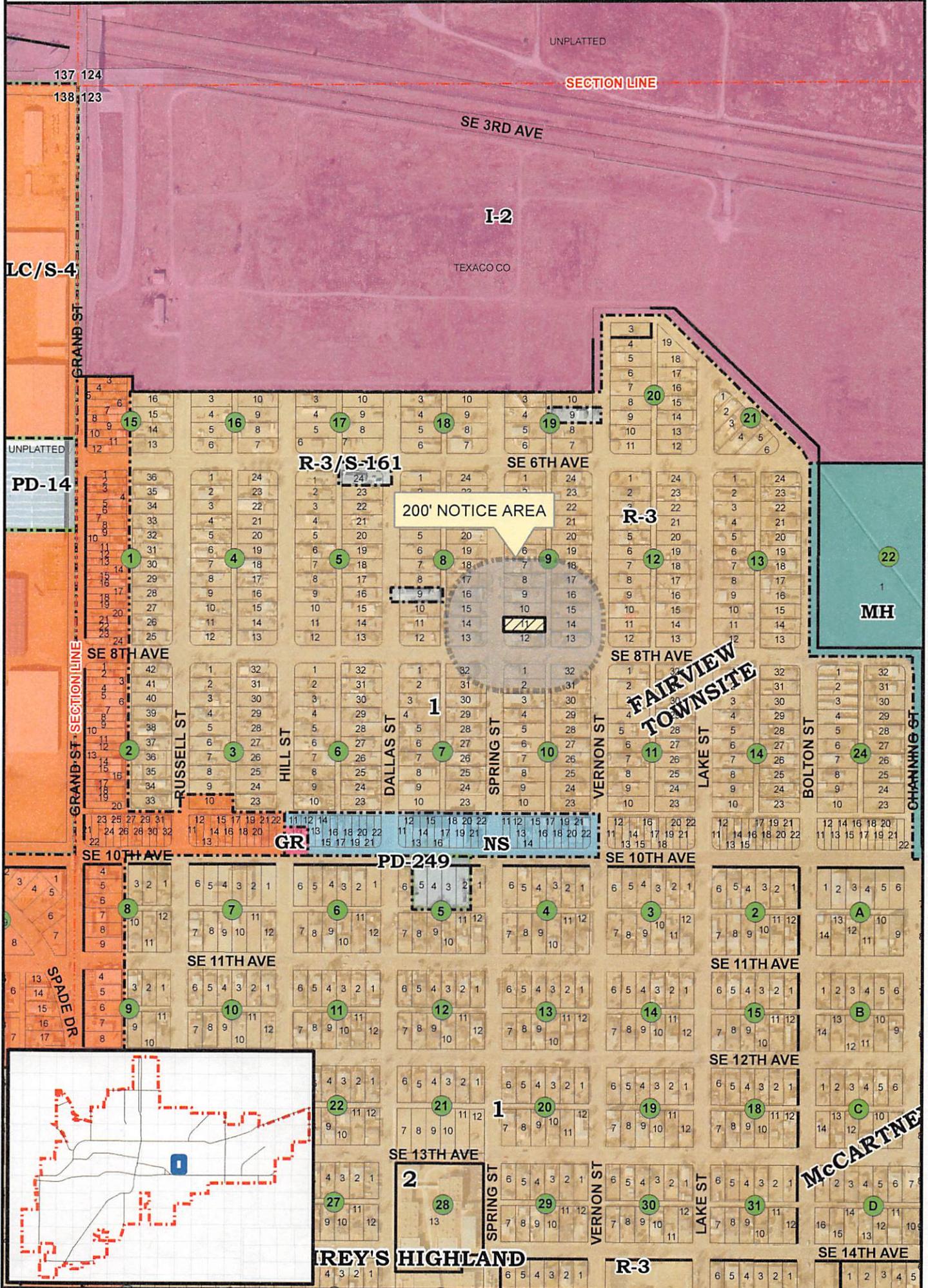
INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the \_\_\_\_ day of February, 2016 and PASSED on Second and Final Reading on this the \_\_\_\_ day of February, 2016.

\_\_\_\_\_  
Paul Harpole, Mayor

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

# REZONING FROM R-3 TO R-3 W/ SUP



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'  
Date: 1-19-16  
Case No: Z-16-05



Z-16-05 Rezoning of Lot 11, Block 9, Fairview Townsite Addition, Section 123, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 to Residential District 3 with a specific use permit for placement of a Type B Manufactured Home.

Applicant: Judy Jurado  
Vicinity: SE 8th Ave & Spring St

AP: Q-12



Bid No. 5351 GRASS AND WILDLAND FIRE TRUCK  
Opened 4:00 p.m. February 5, 2016

---

To be awarded as one lot HALL BUICK GMC

---

Line 1 Trucks, fire protection and crash  
rescue fire truck-grass and wild land, per  
specifications

1 ea		
Unit Price	\$211,569.000	
Extended Price		211,569.00

---

Line 2 Shipping, handling & misc fees,  
HGAC fee, per specifications

1 ea		
Unit Price	\$2,000.000	
Extended Price		2,000.00

---

Bid Total		213,569.00
-----------	--	------------

---

---

Award by Vendor		213,569.00
-----------------	--	------------

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	02/09/2016	<b>Council Priority</b>	Infrastructure Initiative
---------------------	------------	-------------------------	---------------------------

<b>Department</b>	1232 Emergency Management
-------------------	---------------------------

## Agenda Caption

Award – Outdoor Warning Sirens

## Agenda Item Summary

Federal Signal Corporation - \$76,340.00

This item is for the purchase of 4 Federal Signal 508 outdoor warning sirens with controllers and metal poles. Project will add a new siren in the area of Hillside & Coulter and replace 3 existing sirens at 10<sup>th</sup> & Roberts, Lee Elementary, and Avondale School. Installation services will be bid separately.

## Requested Action

Consider approval of the award to Federal Signal Corporation for the purchase of 4 outdoor warning sirens with controllers and metal poles to add a new siren and replace 3 existing sirens.

## Funding Summary

Capital Job 410212, Siren System Expansion Project was established in 2004. The current fund balance for the project is \$110,550.00. The recommended award is to a sole source provider. The quote for the purchase of the equipment was provided by D&H Marketing as the sole manufacturer's representative for the State of Texas. The control system for the outdoor warning sirens is a proprietary Federal Signal Digital Commander System. The City standard has been set to ensure compatibility with the Federal Signal control system.

## Community Engagement Summary

The Siren System Expansion Project represents a modest impact on select areas of the community. Community engagement through informing the citizens of project activities is important to maintain community support for this project.

## Staff Recommendation

It is recommended that an award to Federal Signal Corporation for the purchase of 4 outdoor warning sirens be approved and that the City Manager be authorized to execute all documents necessary for the transaction.

Bid No. 5354 OUTDOOR WARNING SIRENS  
Opened 4:00 p.m. February 10, 2016

---

To be awarded as one lot FEDERAL SIGNAL CORP

---

Line 1 Warning systems, perimeter anti-intrusion, electronic, 508-128 electro mechanical rotating siren , per specifications

4 ea		
Unit Price	\$8,057.000	
Extended Price		32,228.00

---

Line 2 Warning systems, perimeter anti-intrusion, electronic, 2001TRBP transformer , per specifications

4 ea		
Unit Price	\$1,685.000	
Extended Price		6,740.00

---

Line 3 Warning systems, perimeter anti-intrusion, electronic, DCFCTBD digital controller , per specifications

4 ea		
Unit Price	\$5,048.000	
Extended Price		20,192.00

---

Line 4 Warning systems, perimeter anti-intrusion, electronic, TK-PO-Galdpol1, per specifications

4 ea		
Unit Price	\$3,570.000	
Extended Price		14,280.00

---

Line 5 Shipping, handling & misc fees, per specifications

4 ea		
Unit Price	\$725.000	
Extended Price		2,900.00

---

Bid Total		76,340.00
-----------	--	-----------

---

Award by Vendor		76,340.00
-----------------	--	-----------

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	February 23, 2016	<b>Council Priority</b>	Long-term Plan for Infrastructure Initiative
---------------------	-------------------	-------------------------	--

<b>Department</b>	52110 Director of Utilities
-------------------	-----------------------------

## Agenda Caption

Award - Contract to B & D Industries, Inc. in the amount of \$ 259,765.35 for the replacement of electrical system components at a sanitary sewer lift station, including upgrades to the building to meet current code requirements.

## Agenda Item Summary

Replace the outdated Variable Frequency Drives (VFD) and other electrical system components within Lift Station 40 and upgrade ventilation within the building. Due to recent failures and difficulty in obtaining replacement components, this project will replace critical components of the electrical system which will reduce future maintenance and help avoid emergencies.

## Requested Action

Consider approval and award of Contract to B & D Industries, Inc.

## Funding Summary

The project will be funded through Job No. 521773. Funding has been provided through Capital Improvement Program budgeting. No state or federal funds are involved in this project.

## Community Engagement Summary

This project will have a modest impact to a specific area. With the award of the contract City staff will coordinate with the adjacent landowner.

## Staff Recommendation

City Staff is recommending approval of award of the contract

Bid No. 5245 Lift Stations 40: Electrical System Replacement  
 Opened 4:00 p.m., January 7, 2016

	B & D Industries Inc	Brown Construction Services
Line 1 For construction of all Work required, Complete in place and place in operation the Lift Station 40 Electrical System Replacement, per specifications		
1 Is		
Unit Price	\$238,514.19	\$403,216.00
Extended Price	238,514.19	403,216.00
Line 2 For the development, design and implementation of the excavation and support protection systems, as required by the Occupational Safety and Health Administration and the assumption of the responsibility for said systems, per specifications		
1 Is		
Unit Price	\$21,251.16	\$0.00
Extended Price	21,251.16	-
<b>Bid Total</b>	<b>259,765.35</b>	<b>403,216.00</b>
Award to Vendor	259,765.35	

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	2/23/2016	<b>Council Priority</b>	Long-term Plan for Infrastructure Initiative
---------------------	-----------	-------------------------	--

<b>Department</b>	52110 Director of Utilities
-------------------	-----------------------------

---

**Agenda Caption**

Award of contract for professional engineering services for Brandt Engineers Group in the amount of \$411,829.00 to design the water and sewer main relocations for the TxDOT Expansion project on Hollywood Rd (Loop 335) from Bell St. to Soncy Rd.

---

**Agenda Item Summary**

This agreement for engineering services is for the design of the water and sewer main relocations for the TxDOT Expansion project on Hollywood Rd. (Loop 335) from Bell St. to Soncy Rd. Brandt Engineers Group will design the relocation of approximately 4000 L.F. of water mains and approximately 7000 L.F. along Hollywood Rd. and the I-27 and Loop 335 interchange. Relocation of these water and sewer mains will facilitate the expansion of the southwest Loop 335.

---

**Requested Action**

Consider, approval and award of engineering services contract.

---

**Funding Summary**

The engineering services will be funded through the Capital Improvements Program budgeting JDE#521909 from FY 2014/2015.

---

**Community Engagement Summary**

During design of this project the impact on the community will be minimal. When the construction contract is awarded the community engagement process will begin.

---

**City Manager Recommendation**

City Staff is recommending approval of award of the contract.

---

**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 Brandt Engineers Group, Ltd. ("ENGINEER").

OWNER hereby engages ENGINEER to perform the following professional engineering services with regard to the relocation and adjustment of OWNER's water and sewer utilities in the vicinity of the I-27/Loop 335 interchange ("Project"), to wit:

Phase 1 - Preliminary Design

Phase 2 - Final Design

Phase 3- Bidding

Phase 4 - Construction

Phase 5 - Closeout

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

I.

ENGINEER agrees to accept as payment for Phases 1 through 5 a lump sum fee of \$411,829.00 inclusive of expenses. The fee is broken down by Phase in Attachment D hereto.

II.

ENGINEER will submit monthly billings for each Phase based upon the amount of work completed during the period billed for. ENGINEER'S billings will be in writing and of sufficient detail to fully identify the work completed 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 each Task on schedule. OWNER'S representative for purposes of this Agreement shall be the Director of Capital Projects and Development Engineering or his designee. ENGINEER will begin work on Phase 1 of the Project within 5 days after receipt of written notification to proceed from OWNER and shall complete each Phase in accordance with Attachment E "Project Schedule".

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 services 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, 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, its employees, subcontractors and agents shall be used by ENGINEER, its employees, subcontractors and agents solely and exclusively in connection with the performance of the Project.

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 optional, additional or out of scope services, including, but not limited to the Additional Services listed in Attachment C, 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 AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER ITS OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST LIABILITY FOR DAMAGE, TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISED CONTROL.

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 receipt of 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 Scope of Work, OWNER may terminate this Agreement immediately by providing written notice of termination to ENGINEER. Upon termination OWNER 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:

Brandt Engineers Group, Ltd.  
Attention: Dwight Brandt, P.E.  
4537 Canyon Drive  
Amarillo, TX 79110-2217  
Telephone: (806) 353-7233 \_\_\_\_\_  
Fax: (806) 353-7261 \_\_\_\_\_  
Email: \_brandt@brandtengineers.com \_\_\_\_\_

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

City of Amarillo  
Attention: Floyd Hartman  
P. O. Box 1971  
Amarillo, TX 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 Agreement. 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 or Owner will not assign, sublet, or transfer interest in this Agreement without the prior written consent of both parties.

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: \_\_\_\_\_

Brandt Engineers Group, Ltd.  
(ENGINEER)

By: Mary Ellen Brandt  
Mary Ellen Brandt, President

Date: 2/8/16

**CERTIFICATE OF INSURANCE REQUIREMENTS**  
**CITY OF AMARILLO, TEXAS**

Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall provide minimum insurance coverage as listed below, prior to the execution of the contract and maintain coverage, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the OWNER. A certification of insurance will be placed on file with the Contracting Department of the City of Amarillo, prior to the execution of the contract.

TYPE OF COVERAGE	MINIMUM LIMITS
WORKER'S COMPENSATION - Coverage A Worker's Compensation Insurance shall include a Waiver of Subrogation in favor of the City of Amarillo	Statutory
EMPLOYERS LIABILITY - Coverage B	
Bodily Injury by Accident - each accident	\$100,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$100,000
COMMERCIAL GENERAL LIABILITY:	
Coverage A - Each Occurrence	\$500,000
Coverage B - Personal & Advertising Injury	\$500,000
General Aggregate Other Than Products/ Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

NOTE:

- 1) Coverage for explosion, collapse, and underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Engineer will assume all liability for independent subcontractors.
- 4) Coverage must include the City of Amarillo as an Additional Insured for all work performed for or on behalf of the OWNER.

AUTOMOBILE LIABILITY:

Bodily Injury Liability - Each Person	\$250,000
Bodily Injury Liability - Each Occurrence	\$500,000
Property Damage Liability - Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.
- 2) Coverage must include the City of Amarillo as an Additional Insured for all work performed for or on behalf of the OWNER.

In the event of any material change, non-renewal, or cancellation of any policy, Engineer's insurance company will give thirty (30) days actual prior written notice to the Contracting Department of the City of Amarillo for such changes or cancellation.

**ATTACHMENT A**  
**SERVICES TO BE PROVIDED BY THE OWNER**

Owner shall do the following in a timely manner so as not to delay the services of the Engineer:

1. Provide sufficient criteria and information as to the Owner's requirements for the Project including but not limited to, design objectives, capacity and performance requirements, and budget constraints; identify design and construction standards which the Owner will require to be used for the Project.
2. Make available plans, specifications, maps, field notes, previous reports, statistics, and other data in the Owner's possession relative to the existing facilities and to the Project.
3. Furnish the Engineer appropriate data in the Owner's possession including, but not limited to, soils and foundation investigations, boundary and other surveys, environmental assessments or environmental impact statements, and planning or engineering reports.
4. Examine, in a timely manner, all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer.
5. Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Engineer's services, or any defect in the work of the contractor(s).
6. Direct the Engineer to provide necessary Additional Services as stipulated in Attachment C of this Agreement or other services as required.

**ATTACHMENT B**  
**BASIC SERVICES TO BE PROVIDED BY THE ENGINEER**

Engineer shall provide the Owner professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the Owner's professional engineering representative for the project and providing professional engineering consultation and advice incidental thereto.

**A. Preliminary Design Phase**

After authorization to proceed with the Preliminary Design Phase, Engineer shall:

1. Attend meetings and conferences, as necessary, to obtain information and coordinate and/or resolve design matters.
2. Establish the scope of any special surveys, boundary surveys, or special tests which in the opinion of the Engineer, may be required for the design of the Project and arrange, if requested by the Owner, for such work to be done.
3. Prepare preliminary design documents consisting of all preliminary drawings (minimum of 60% complete each sheet), the complete structure of the proposal, a list of proposed technical specifications. The Engineer shall furnish 1 set of the Preliminary Design documents and present them to and review them with Owner.
4. Prepare opinion of project costs for use in the determination of the right of way reimbursement allocations. Assist in the negotiations of the right of way reimbursement allocations.
5. Furnish to Owner an opinion of total project costs based on the preliminary drawings.

**B. Final Design Phase**

After authorization to Proceed with the Final Design Phase, Engineer shall:

1. On the basis of the accepted Preliminary Design documents and the opinion of probable total project costs, prepare final design documents consisting of all final drawings (90% complete), Bid Proposal, technical specifications and other related documents. The Engineer shall furnish one copy of the draft final design documents for review. Drawings, specifications and contract documents will be prepared in conformance with standards provided by the Owner.
2. Submit applications for permits; obtain approvals of such governmental authorities as have jurisdiction to approve the design of the Project; and, assist Owner in consultations with appropriate authorities.

3. Furnish to Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.
4. Make revisions to the Final Design Documents as may be required after review by the Owner and other approving authorities. Engineer shall furnish Owner with 1 copy of all revised documents described in paragraph 1 and of the completed Drawings and Specifications.
5. Prepare a Construction Management Plan. Engineer shall furnish Owner 1 bound copy of the Plan.
6. Attend meetings and conferences, as necessary, to obtain information and coordinate and/or resolve design matters.

C. Bidding Phase

After authorization to proceed with the Bidding Phase, Engineer shall:

1. Submit original hard copy and one CD of the final design specifications and contract documents in pdf format.
2. Submit final approved plan drawings on CD in single page monochrome TIFF or PDF format at a resolution of 300 dpi on a maximum sheet size of 11"x 17". Plan sheets should be scanned in black and white. Reproducible drawings (Mylar or Vellum) are not required.
3. Submit addenda in Adobe PDF format as appropriate to interpret, clarify or expand the Bidding Documents to Owner.
4. Conduct a pre-bid conference to discuss the requirements of the Project with prospective bidders, subcontractors and suppliers. The Engineer shall prepare and distribute minutes of the conference to the attendees.
5. Evaluate bids and recommend bid award.

D. Construction Phase

After authorization to proceed with the Construction Phase, Engineer shall:

1. Conduct a preconstruction with representatives of the Owner, the contractor(s) and other interested parties.
2. Perform the necessary engineering surveys for establishing horizontal and vertical controls for the use of the contractor(s) during the performance of construction. Perform engineering surveys to verify design elevations of pipelines.
3. Make visits to the site at intervals appropriate to the various stages of construction

as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s) work. Based on the information obtained and during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work. The Engineer shall endeavor to protect the Owner against defects and deficiencies in the work of the contractor(s); however, it is understood that the Engineer cannot guarantee the performance of the contractor(s), nor is the Engineer responsible for the actual supervision of the construction operations or for any safety measures the contractor(s) takes or should take.

4. Consult with and advise the Owner, issue instructions to the contractor(s) as may be requested by the Owner and prepare routine change orders.
5. Review: (a) samples; (b) catalog data; (c) schedules; (d) shop drawings; (e) laboratory, shop, and mill tests of materials and equipment; and, other data submitted by the contractor(s). Such reviews will be only for conformance with the design concepts of the Project and compliance with the information given in the Contract Documents. The Engineer shall provide an electronic copy of the documents with review comments to the Owner.
6. Review the submittals for iron and steel products to verify compliance with buy American as set forth in construction contract document(s).
7. Verify periodic and final estimates for payments to the contractor(s), and furnish the Owner with certifications/affidavits as to payments to the subcontractors and suppliers.
8. Conduct in the company of the Owner, a final inspection of the Project for conformance with the design concept of the Project and compliance with the Contract Documents.

E. Closeout Phase

After authorization to proceed with the Closeout Phase, Engineer shall:

1. Prepare and submit on CD containing plan drawings in single page monochrome TIPP format at a minimum resolution of 400 dpi or a maximum of sheet size of ANSI (D 22" x 34") showing those changes made during the construction process based on the marked-up prints, drawings, and other data furnished by the contractor(s) to Engineer and those changes which Engineer considers significant.
2. Furnish Owner with one CD with approved submittals.

F. Resident Project Representative

1. Meet with Owner to review the project.
2. Review of construction Contract Documents
3. Attend preconstruction conference.
4. Attend progressive/coordination meetings and other job conferences as required with the Owner, Engineer, Contractor and others that will be expected to attend. Retain copies of minutes.
5. Review the progress schedule, schedule of submittals and schedule of values prepared by the Contractor and consult with the Owner and Engineer concerning their acceptability.
6. Serve as the Owners's liaison with the contractor superintendent.
7. Retain a copy of approved submittals.
8. Advise the Owner and Engineer prior to the commencement of any work requiring a submittal that has not yet been approved by the Engineer.
9. Conduct on-site observations of the work in progress to assist the Owner in determining if the work is proceeding on schedule and in accordance with the Contract Documents and whether completed work will conform to same.
10. Report to the Owner whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or that has been damaged prior to final acceptance; promptly advise the Engineer when the RPR believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
11. Verify that testing are conducted as required by the Contract Documents and that the Contractor maintains adequate records thereof; observe, record in the Daily Diary and report to the Owner appropriate details relative to the test procedures.
12. Accompany visitors representing public and other agencies having jurisdiction over the Project.
13. Monitor contractor's request for clarification of contract documents to the Owner and Engineer's clarification and interpretations of the Contract Documents.
14. Relay Contractor's suggestions for modifications in Drawings or Specifications to the Owner.
15. Maintain at the job site orderly files for correspondence, reports of job conferences, submittals and sample submissions, reproduction of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract Documents, Daily Progress Reports, test reports and other project related documents.
16. Keep a Daily Diary, recording hours on job site, weather conditions, work force, equipment in use and idle, date relative to questions of extras or deductions, list of visitors, daily activities, decisions, and observations in general.
17. Record names, addresses and telephone numbers of all Contractors, subcontractors, testing laboratories and major suppliers of materials and equipment.
18. Notify the Owner of deficiencies in the Contractor's compliance with the approved progress schedule and/or schedule of submittals.

19. Apprise the Owner in advance of scheduled major tests, inspection or start of important phases of the work.
20. Report to the Owner upon the occurrence of any accident.
21. Report to the Owner any tests or inspections not in compliance with the Contract Documents.
22. Review Contractor pay requests for compliance. Forward them with recommendations to the Owner, noting particularly quantities, work completed, and materials and equipment delivered at the site but not incorporated in the work.
23. If required by the Contract Documents, review the Contractor's certified payroll and determine whether the Contractor is compensating employees in accordance with the wage rates contained in the Contract Documents and stated in the certified payroll.
24. Attend the final construction inspection in the company of the Owner, Engineer, Contractor and other interested parties and prepare a list of all items to be completed or corrected.

**ATTACHMENT C**  
**ADDITIONAL SERVICES TO BE PROVIDED BY THE ENGINEER**

If authorized by supplemental Agreement by Owner, Engineer shall furnish or obtain from others additional services of the types listed hereinafter. These services are not included as part of the Basic Services to be provided by the Engineer. Compensation for additional services will be in addition to compensation for services performed under Attachment B. – Basic Services to be provided by the Engineer.

1. Boundary, land, and right-of-way surveys, establishment of monuments; and, related office computations and drafting.
2. Preparation of property or easement descriptions and related drawings.
3. Assistance to the Owner and Sponsor as an expert witness in any litigation with third parties arising from the development or construction of the project.
4. Appearance before regulatory agencies.
5. Preparation of Environmental Impact Assessment Reports and assistance to the Owner in preparing for and attending public hearings.
6. Detailed mill, shop, and/or laboratory inspections of materials or equipment.
7. Additional copies of reports, plans, specifications, and documents above the number specified to be furnished under the Basic Services.
8. Travel and subsistence for the Engineer and Engineer's staff beyond that normally required under the Basic Services, when authorized by the Owner.
9. Preparation of operating instructions and manuals for facilities and training of personnel in the operation of the facilities.
10. Performance of field and laboratory tests, borings, related engineering analyses, and recommendations necessary for quality control.
11. Change in the scope of the project.
12. Any other services required for the project, authorized in writing by the Owner, and not otherwise provided for in this Agreement.

**ATTACHMENT D  
LUMP SUM FEE DISTRIBUTION TO THE ENGINEER**

Subject to the provisions of this Agreement the lump sum fee for Basic Services shall be distributed on the basis of the following percentages of the total lump sum fee for the phases of the Project.

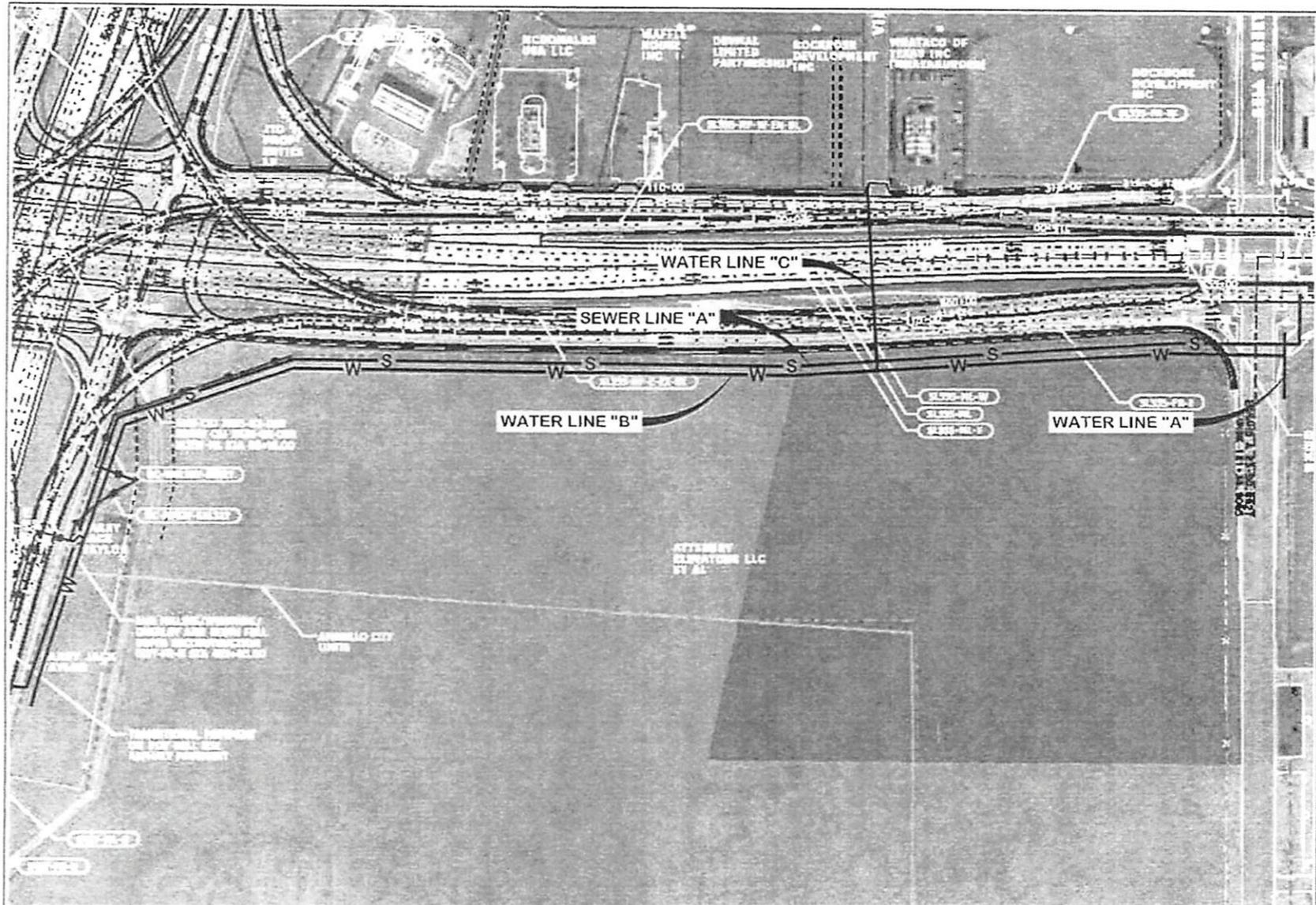
Phase	Fee	Percentage
Preliminary Design	\$ 208,650.00	50.7%
Final Design	\$ 121,520.00	29.5%
Bidding	\$ 21,910.00	5.3%
Construction	\$ 54,090.00	13.1%
Closeout	\$ 5,650.00	1.4%
<b>TOTAL</b>	<b>\$ 411,820.00</b>	<b>100.0%</b>
RPR – Hourly Rates	\$ 85.00/Hr.	

RPR services will be dependent upon construction time, weather conditions, number of contractors and subcontractors on the job site, hours of operation per day, the quality of the construction contractor, and other factors. For estimating purposes, the construction time could be 22 weeks. Based on a daily average of RPR services of 8 hours for 5 days per week for 26 weeks, the RPR services would be for 880 hours at a budget cost of \$74,800.00.

**ATTACHMENT E  
PROJECT SCHEDULE**



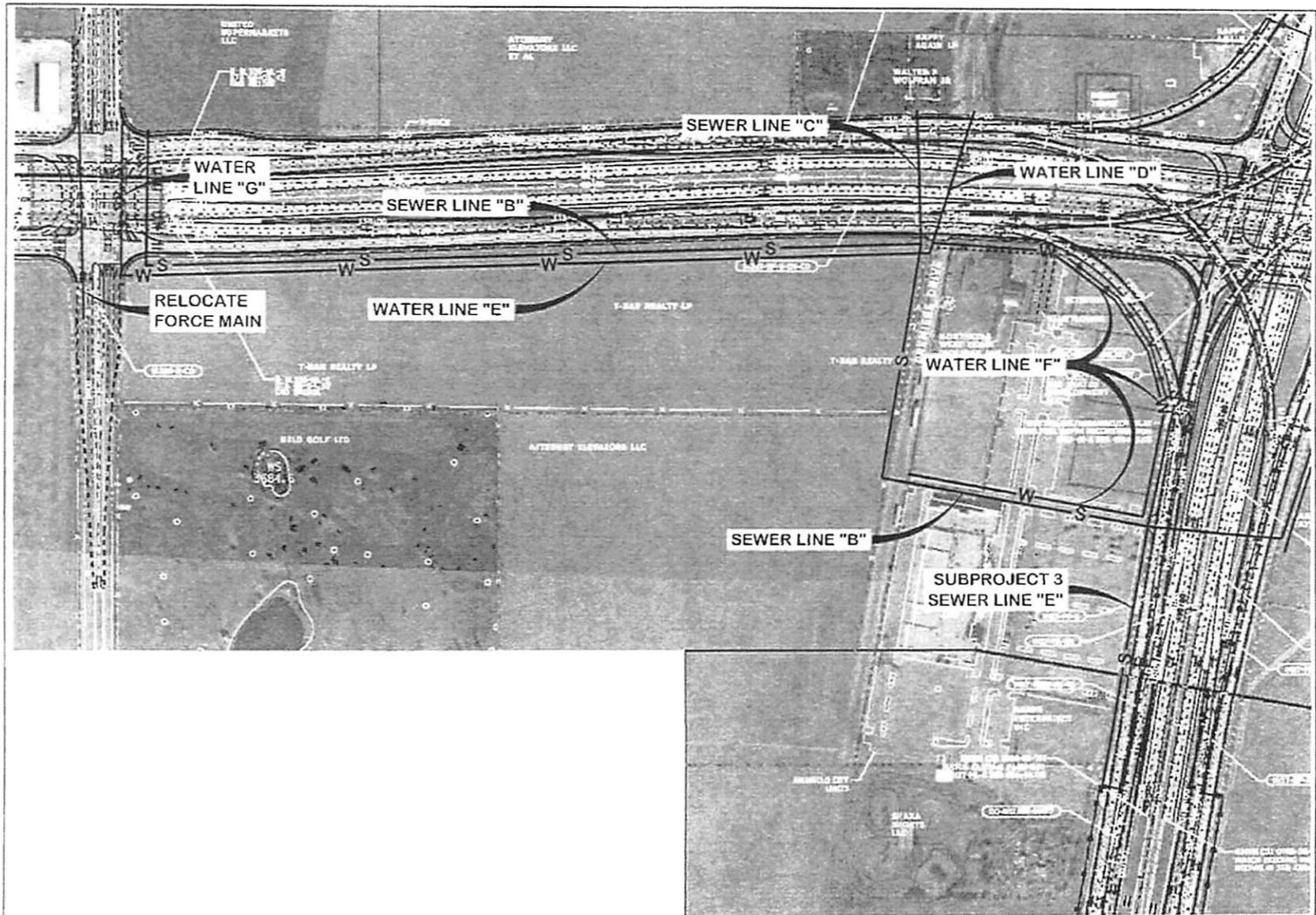
**ATTACHMENT F  
PROJECT SCHEMATIC LAYOUT**




**BRANDT ENGINEERS**  
 4637 CANYON DRIVE AMARILLO, TEXAS 79110

— W — PROPOSED WATER LINE  
 — S — PROPOSED SEWER LINE

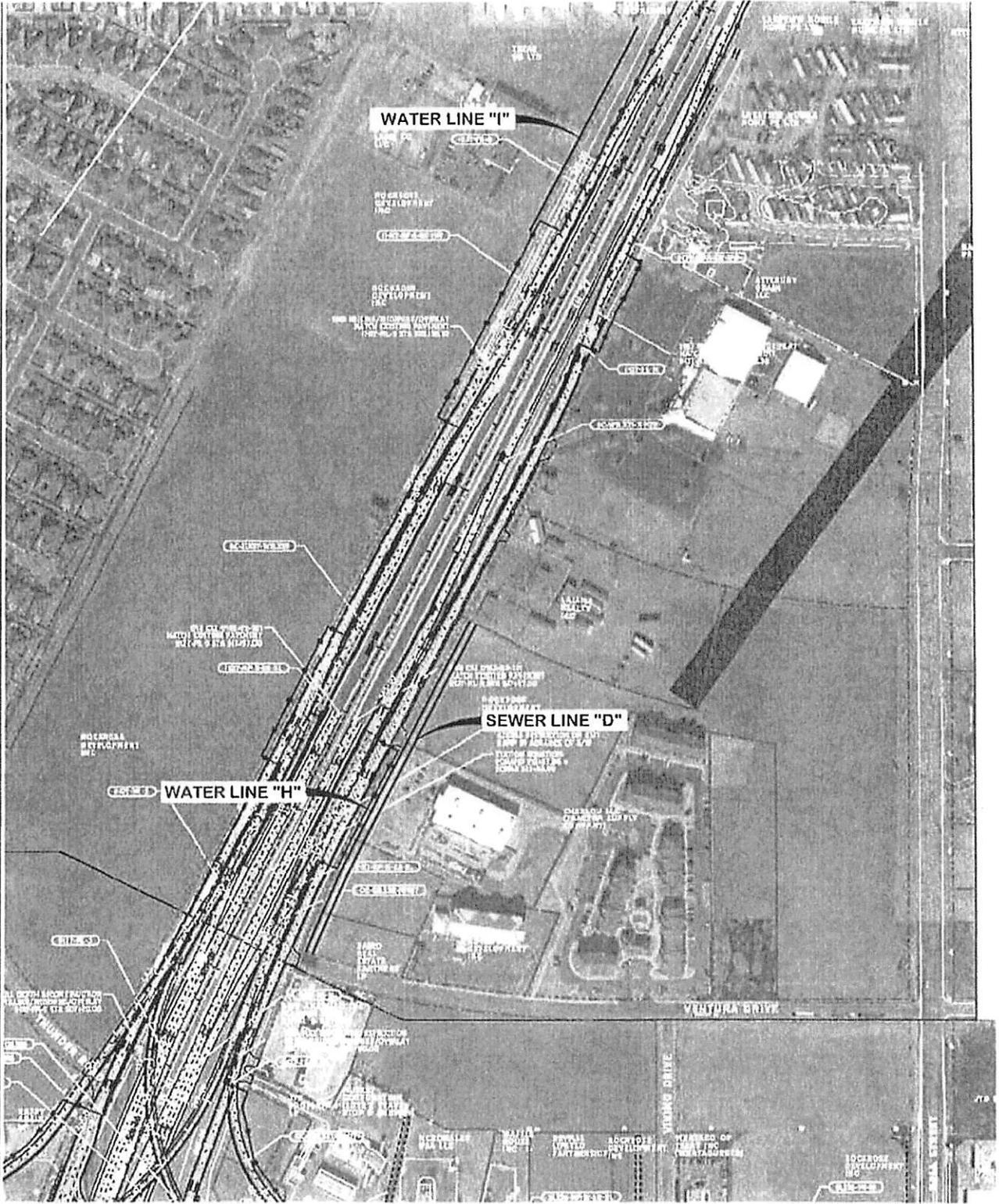
SUB-PROJECT 1  
 UTILITY RELOCATION PROJECT  
 LOOP 335/I-27 INTERCHANGE  
 AMARILLO, TX



4637 CANYON DRIVE AMARILLO, TEXAS 79110

— W — PROPOSED WATER LINE  
 — S — PROPOSED SEWER LINE

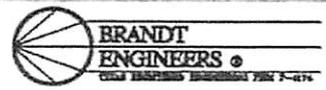
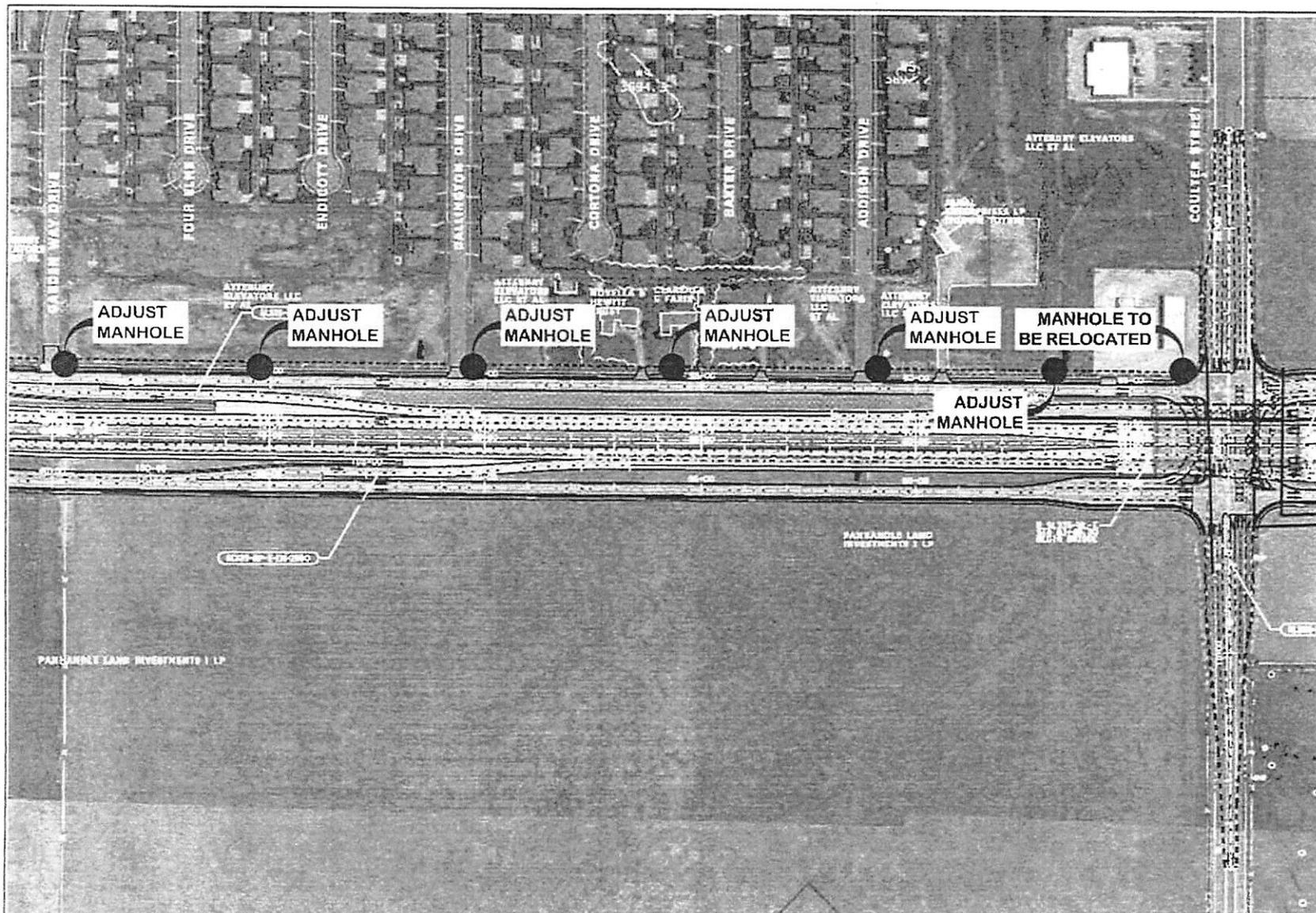
SUB-PROJECT 2  
 UTILITY RELOCATION PROJECT  
 LOOP 335/I-27 INTERCHANGE  
 AMARILLO, TX



4637 CANYON DRIVE AMARILLO, TEXAS 79110

— W — PROPOSED WATER LINE  
 - - - S - - PROPOSED SEWER LINE

SUB-PROJECT 3  
 UTILITY RELOCATION PROJECT  
 LOOP 335/I-27 INTERCHANGE  
 AMARILLO, TX



4637 CANYON DRIVE AMARILLO, TEXAS 79110

● PROPOSED MANHOLE ADJUSTMENT

SUB-PROJECT 3  
 UTILITY RELOCATION PROJECT  
 LOOP 335/I-27 INTERCHANGE  
 AMARILLO, TX

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Brandt Engineers Group, Ltd.  
 Amarillo, TX United States

**Certificate Number:**  
 2016-9457

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 City of Amarillo, Texas

**Date Filed:**  
 02/04/2016

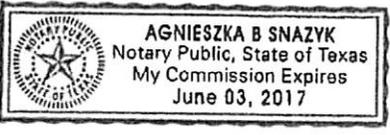
**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**  
 COA Project No. 521909  
 Professional Services (Engineering)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Brandt, Mary Ellen	Amarillo, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Mary Ellen Brandt  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mary Ellen Brandt, this the 5th day of February, 2016, to certify which, witness my hand and seal of office.

Agnieszka B. Snazyk  
 Signature of officer administering oath

AGNIESZKA B. SNAZYK  
 Printed name of officer administering oath

Notary Public  
 Title of officer administering oath



# CERTIFICATE OF LIABILITY INSURANCE

BRANENG-01

SDEARING

DATE (MM/DD/YYYY)

12/3/2015

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

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

<b>PRODUCER</b> Donegan Insurance Agency, Inc. 314 North Camp Street Saguin, TX 78155	<b>CONTACT NAME:</b> Sally Dearing <b>PHONE (A/C, No., Ext.):</b> (830) 303-8300 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No.):</b> (830) 303-8318
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Brandt Engineers Group LTD 4537 Canyon Drive Amarillo, TX 79110	<b>INSURER A:</b> Ohio Security Ins. Company	
	<b>INSURER B:</b> Ohio Casualty Ins. Co.	
	<b>INSURER C:</b> Travelers Property Cas.	
	<b>INSURER D:</b> Landmark American Insurance	
	<b>INSURER E:</b> Torus National Insurance Company	

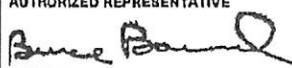
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER		BZS56840839	08/20/2015	08/20/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAS56840839	08/20/2015	08/20/2016	COMBINED SINGLE LIMIT (Each accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		USO56840839	08/20/2015	08/20/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	UB6C346676	12/15/2015	12/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof Liab \$1 mil Occ		LHR752323	07/17/2015	07/17/2016	Aggregate 2,000,000
E	Excess Liability		80467P150ALI	09/16/2015	08/20/2016	Excess Liability 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Amarillo is named as an "Additional Insured".

<b>CERTIFICATE HOLDER</b>  City of Amarillo P.O. Box 1971 Amarillo, Texas 79105	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	2/23/2016	<b>Council Priority</b>	Rental Rehabilitation
---------------------	-----------	-------------------------	-----------------------

<b>Department</b>	Community Development Department
-------------------	-------------------------------------

## Agenda Caption

Award – Rental Housing Rehabilitation Project:  
Award to Roscoe Wiley – \$120,597.00  
Property: 607 N. Monroe

This item approves a contract for the rental housing rehabilitation project to renovate a multi-family rent unit at 607 N. Monroe Street. Of the \$241,194 total cost for this project, the project owner will provide \$120,597 of the funding. The City Community Development Block Grant – Home Rental Rehabilitation Program will provide the remainder or \$120,597 of project funding. This Community Development funding is from federal funds allocated to the City for this purpose.

This program provides financial assistance to landlords for the renovation and improvement of their rental properties.

## Agenda Item Summary

A multi-family housing project on 607 N. Monroe is recommended for approval using HOME Investment Partnership Funds. The project will be subject to affordability requirements for twenty years.

## Requested Action

Please place this item on agenda for City Council consideration.

## Funding Summary

The project will be subsidized using federal funds from the HOME Investment Partnership Program (HOME).

## Community Engagement Summary

The 2015-2019 Community Development Consolidated Plan and Analysis of Impediments identified affordable housing as a priority for our community.

## Staff Recommendation

It is the Interim City Managers recommendation that the contract be awarded to Roscoe Wiley for the renovation of the property located at 607 N. Monroe.

## HOME RENTAL REHABILITATION CONTRACT

This agreement is made between the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas, hereinafter called "CITY", and Roscoe Wiley Hereinafter called "OWNER", pursuant to CITY's HOME Investment Partnership Program of the National Affordable Housing Act of 1990, as amended, (Contract Number M-15-MC-48-0211, CFDA Number 14.239) to rehabilitate the residential rental property located at 607 N. Monroe, upon the following terms and conditions performable in Potter and Randall Counties, Texas:

CITY is approving a forgivable no interest deferred payment loan, the terms and conditions of which are contained in the HOME Rental Rehabilitation Promissory Note, to be used by the OWNER solely for the purpose of rehabilitating the rental unit(s) located at 607 N. Monroe and further being described as Lot(s) 002, Block 0138, Glidden & Sanborn Addition, an addition to the City of Amarillo, Potter County, Texas, for the use by the OWNER as residential rental property. The term of this contract and the affordability period shall be 20 years from the date of completion of all rehabilitation work.

OWNER represents that the information submitted in OWNER's application is true and correct and that OWNER is the owner of record of the property described above. OWNER acknowledges said property will be maintained as residential rental property which is to be rented to low income members of the public for residential purposes.

The assistance to be provided will be limited to that work which is required to bring the structure into compliance with the Housing Quality Standards as established by the Department of Housing and Urban Development, the Community Development Minimum Property Standards and General Bid Specifications, and all applicable City building and housing codes. The work to be performed is more particularly defined in the Scope of Work attached to this contract and by this reference made a part of this contract.

CITY agrees to provide OWNER assistance to rehabilitate the hereinabove described rental unit(s) in an amount not to exceed ONE HUNDRED TWENTY THOUSAND FIVE HUNDRED NINETY SEVEN AND NO/100 DOLLARS (\$120,597) or 50% of the actual costs of the required rehabilitation work per unit, whichever is less.

OWNER shall execute a preliminary Promissory Note and Deed of Trust in the amount of ONE HUNDRED TWENTY THOUSAND FIVE HUNDRED NINETY SEVEN AND NO/100 DOLLARS (\$120,597) to be replaced by a subsequent Promissory Note and Deed of Trust in the amount of actual allowable rehabilitation costs determined upon completion of the rehabilitation work. OWNER claims no homestead interest in said property. CITY will make interim and final payments to the OWNER or a designee upon receipt by the CITY of a request for payment in a

format prescribed by CITY. All payments are subject to inspection and approval by the CITY to insure work has been satisfactorily completed.

OWNER will be allowed to perform, as general contractor, the required rehabilitation as specified in the approved work write-up, provided that OWNER complies with all applicable building codes and ordinances and the provisions of the HOME Rental Rehabilitation Handbook and regulations. OWNER agrees that work specified will begin within thirty (30) days and must be completed within a maximum of 180 calendar days from the date of execution of this agreement.

OWNER agrees to solicit for contract or subcontract rehabilitation work through competitive bids, obtaining a minimum of three (3) bids for general contracts, and two (2) itemized bids for subcontracts. All contractors and subcontractors involved in the construction must be licensed by the Building Safety Department of CITY. OWNER will provide evidence of efforts to solicit bids from minority and women contractors or subcontractors. CITY will review the bids and authorize the OWNER to enter into a contract or subcontract. The OWNER agrees not to permit or make changes to the HOME Rental Rehabilitation work write-up without the prior written approval of the CITY.

OWNER agrees to comply with all provisions of the HOME Rental Rehabilitation Program, which includes the requirements and conditions set forth in the HOME Rental Rehabilitation Promissory Note incorporated herein by reference and made a part hereof.

OWNER agrees to comply with all federal laws and regulations regarding the HOME Rental Rehabilitation Program, and with all reasonable policies and procedures established by the CITY necessary to administer and monitor the HOME Rental Rehabilitation Program.

During the term of this contract, OWNER agrees to make the books and records related to the property available for inspection by any representative of the CITY, the Department of Housing and Urban Development, and the CITY's independent auditors that the CITY may determine necessary, at any mutually convenient time.

OWNER shall not assign or transfer any of its interest in this contract without the prior written approval of CITY. Upon any such approved assignment or transfer, OWNER will provide to CITY a copy of the assignment or transfer documents within three days of the assignment or transfer.

If through any cause OWNER fails to fulfill the obligations under this contract or if OWNER violates any of the conditions of the contract, CITY shall give written notice of such violation or failure to comply to OWNER. Within 30 days after receipt of such notice, OWNER shall inform the CITY in writing of the corrective actions taken. OWNER shall exercise all due diligence to correct any and all violations. In the event the violations are not fully corrected within the time allowed, CITY retains the right to terminate this contract forthwith. Upon termination, the Promissory Note shall at once become due and payable without notice or demand and the lien given to secure its payment

may be foreclosed.

No officer, employee, or agent of the CITY who exercises any functions or responsibilities with respect to the carrying out of the program shall have any interest, direct or indirect, in this contract or the proceeds thereof.

No member or delegate of the Congress of the United States or employee of a member of congress and no resident commissioner shall be permitted to any share or part of this contract or to any benefit to arise herefrom.

This contract, with the attachments adopted herein by reference, constitutes and expresses the entire agreement between the parties hereto and shall not be amended or modified except by written instrument signed by both parties.

Executed this \_\_\_\_\_ day of February 2016.

CITY OF AMARILLO

By: \_\_\_\_\_  
Bob Cowell, Deputy City Manager

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

Owner

By: \_\_\_\_\_  
Roscoe Wiley

STATE OF TEXAS )(

COUNTY OF Potter )(

This instrument was acknowledged before me on this \_\_\_\_ day of February 2016, by Bob Cowell, Deputy City Manager.

\_\_\_\_\_  
Notary Public in and for the State of Texas

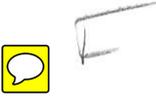
STATE OF TEXAS )(

COUNTY OF Potter )(

This instrument was acknowledged before me on this \_\_\_\_\_ day of February 2016, by Roscoe Wiley.

\_\_\_\_\_  
Notary Public in and for the State of Texas

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	2/23/2016	<b>Council Priority</b>	Discuss New Development
---------------------	-----------	-------------------------	-------------------------

<b>Department</b>	Community Development
-------------------	-----------------------

## Agenda Caption

This is approval of a rental housing rehabilitation project to renovate a multi-family rent unit at 3501 SE 21st. Of the \$257,160 total cost for this project, the project owner will provide \$128,580 of the funding. The City Community Development Block Grant Home Rental Rehabilitation Program will provide the remainder or \$128,580 of project funding. The Community Development funding is from federal funds allocated to the City for this purpose. This program provides financial assistance to landlords for the renovation and improvement of their rental properties

## Agenda Item Summary

This project seeks to develop land in the southeast area of Amarillo. A three-unit modular dwelling will be constructed to provide low to moderate income families with decent and affordable housing. Each unit will have three bedrooms and two bathrooms. The affordability period will be 20 years.

## Requested Action

Please place this item on the agenda for City Council consideration.

## Funding Summary

The project will be subsidized using federal funds from the HOME Investment Partnership Program (HOME).

## Community Engagement Summary

The 2015-2019 Community Development Consolidated Plan and Analysis of Impediments identified affordable housing as a priority for our community.

## Staff Recommendation

It is the City Manager's recommendation that \$128,580 be funded to the project for the construction of affordable housing.

## HOME RENTAL REHABILITATION CONTRACT

This agreement is made between the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas, hereinafter called "CITY", and Jason Lamons Hereinafter called "OWNER", pursuant to CITY's HOME Investment Partnership Program of the National Affordable Housing Act of 1990, as amended, (Contract Number M -15- MC-48-0211, CFDA Number 14.239) to build a new construction property located at 3501 SE 21<sup>st</sup>, upon the following terms and conditions performable in Potter and Randall Counties, Texas:

CITY is approving a forgivable no interest deferred payment loan, the terms and conditions of which are contained in the HOME Rental Rehabilitation Promissory Note, to be used by the OWNER solely for the purpose of constructing the rental unit(s) located at 3501 SE 21st, and further being described as Lot(s) Lot 4B, Block 25, Grand Avenue Tracts #8, an addition to the City of Amarillo, Potter County, Texas, for the use by the OWNER as residential rental property. The term of this contract and the affordability period shall be TWENTY (20) years from the date of completion of all construction work.

OWNER represents that the information submitted in OWNER's application is true and correct and that OWNER is the owner of record of the property described above. OWNER acknowledges said property will be maintained as residential rental property which is to be rented to low income members of the public for residential purposes.

The assistance to be provided will be limited to that work which is required to bring the structure into compliance with the Community Development Minimum Property Standards and General Bid Specifications, and all applicable City building and housing codes. The work to be performed is more particularly defined in the Scope of Work attached to this contract and by this reference made a part of this contract.

CITY agrees to provide OWNER assistance to construct the hereinabove described rental unit(s) in an amount not to exceed ONE HUNDRED TWENTY EIGHT THOUSAND FIVE HUNDRED EIGHTY AND NO ONE HUNDRED DOLLARS (\$128,580.00) or 50% of the actual costs of the required rehabilitation work per unit, whichever is less.

OWNER shall execute a preliminary Promissory Note and Deed of Trust in the amount of ONE HUNDRED TWENTY EIGHT THOUSAND FIVE HUNDRED EIGHTY AND NO ONE HUNDRED DOLLARS (\$128,580.00) to be replaced by a subsequent Promissory Note and Deed of Trust in the amount of actual allowable construction costs determined upon completion of the construction work. OWNER claims no homestead interest in said property. CITY will make interim and final payments to the OWNER or a designee upon receipt by the CITY of a request for payment in a format prescribed by CITY. All payments are subject to inspection and approval by the CITY to insure work has been satisfactorily completed.

OWNER will be allowed to perform, as general contractor, the required new construction as specified in the approved work write-up, provided that OWNER complies with all applicable building codes and ordinances and the provisions of the HOME Rental Rehabilitation Handbook and regulations. OWNER agrees that work specified will begin within thirty (30) days and must be completed within a maximum of 180 calendar days from the date of execution of this agreement.

OWNER agrees to solicit for contract or subcontract construction work through competitive bids, obtaining a minimum of three (3) bids for general contracts, and two (2) itemized bids for subcontracts. All contractors and subcontractors involved in the construction must be licensed by the Building Safety Department of CITY. OWNER will provide evidence of efforts to solicit bids from minority and women contractors or subcontractors. CITY will review the bids and authorize the OWNER to enter into a contract or subcontract. The OWNER agrees not to permit or make changes to the HOME Rental Rehabilitation work write-up without the prior written approval of the CITY.

OWNER agrees to comply with all provisions of the HOME Rental Rehabilitation Program, which includes the requirements and conditions set forth in the HOME Rental Rehabilitation Promissory Note incorporated herein by reference and made a part hereof.

OWNER agrees to comply with all federal laws and regulations regarding the HOME Rental Rehabilitation Program, and with all reasonable policies and procedures established by the CITY necessary to administer and monitor the HOME Rental Rehabilitation Program.

During the term of this contract, OWNER agrees to make the books and records related to the property available for inspection by any representative of the CITY, the Department of Housing and Urban Development, and the CITY's independent auditors that the CITY may determine necessary, at any mutually convenient time.

OWNER shall not assign or transfer any of its interest in this contract without the prior written approval of CITY. Upon any such approved assignment or transfer, OWNER will provide to CITY a copy of the assignment or transfer documents within three days of the assignment or transfer.

If through any cause OWNER fails to fulfill the obligations under this contract or if OWNER violates any of the conditions of the contract, CITY shall give written notice of such violation or failure to comply to OWNER. Within 30 days after receipt of such notice, OWNER shall inform the CITY in writing of the corrective actions taken. OWNER shall exercise all due diligence to correct any and all violations. In the event the violations are not fully corrected within the time allowed, CITY retains the right to terminate this contract forthwith. Upon termination, the Promissory Note shall at once become due and payable without notice or demand and the lien given to secure its payment may be foreclosed.

No officer, employee, or agent of the CITY who exercises any functions or responsibilities with respect to the carrying out of the program shall have any interest, direct or indirect, in this

contract or the proceeds thereof.

No member or delegate of the Congress of the United States or employee of a member of congress and no resident commissioner shall be permitted to any share or part of this contract or to any benefit to arise herefrom.

This contract, with the attachments adopted herein by reference, constitutes and expresses the entire agreement between the parties hereto and shall not be amended or modified except by written instrument signed by both parties.

Executed this \_\_\_\_\_ day of February 2016.

CITY OF AMARILLO

\_\_\_\_\_  
Bob Cowell, Deputy City Manager

ATTEST:

\_\_\_\_\_  
Frances Hibbs, City Secretary

\_\_\_\_\_  
Jason Lamons

STATE OF TEXAS )(

COUNTY OF Potter )(

This instrument was acknowledged before me on this \_\_\_\_ day of February 2016, by Bob Cowell, Deputy City Manager.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS )(

COUNTY OF POTTER )(

This instrument was acknowledged before me on this \_\_\_\_\_ day of February 2016, by Jason Lamons.

\_\_\_\_\_  
Notary Public in and for the State of Texas

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	2-16-16	<b>Council Priority</b>	Infrastructure Improvement
---------------------	---------	-------------------------	----------------------------

<b>Department</b>	Public Works Division
	Solid Waste Disposal Dept.

## Agenda Caption

APPROVAL – ENGINEERING SERVICE AGREEMENT FOR PLANNING AND DESIGN SERVICES AT THE CITY'S LANDFILL.

COMPANY: PARKHILL SMITH & COOPER (PS&C)

CONTRACT AMOUNT: \$192,270.00

## Agenda Item Summary

This Engineering Services Agreement provides for preparation of a 5-year Strategic Plan for development of landfill disposal cells 10 & 11, airspace consumption, drainage, alternative daily cover, tire disposal, final cover and gas management. Additionally a second contract task will be to provide for the preparing construction documents for expansion of landfill cell 10. An optional task is provided for in the agreement to provide construction phase services to the City during the bidding and construction of Landfill Cell 10 expansion.

## Requested Action

Discussion and approval of Professional Engineering Services Agreement in the amount of \$192,270 for Planning and Design Services at the City's landfill.

## Funding Summary

Funds are currently available under Job No. 430035 LF Liner Cell 10, Phase 3 in the amount of \$300,000.

## Community Engagement Summary

This item does not contemplate any community engagement as it is a reoccurring operational procedure at the City Landfill under State of Texas permit 73A issued by the Texas Commission on Environmental Quality (TCEQ).

## Staff Recommendation

City staff recommends approval of the Engineering Services Agreement.

**AGREEMENT FOR ENGINEERING SERVICES**

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("OWNER") and Parkhill, Smith & Cooper, Inc. ("ENGINEER").

OWNER hereby engages ENGINEER to perform the following professional engineering services with regard to OWNER's landfill, to wit:

Task 1 – Prepare comprehensive 5-year plan for landfill development.

Task 2 – Prepare engineering design documents for Cell 10, Phase 3.

Task 3 (Optional) – Bidding and construction administrative services, surveying, quality assurance, and testing for Cell 10, Phase 3.

The Scope of Work is more particularly set forth in ENGINEER'S proposal dated January 29, 2016 attached to this Agreement and by this reference made a part of this Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between ENGINEER'S proposal and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to accept as payment for Tasks 1 and 2 a not to exceed fee of \$192,270 inclusive of expenses. In the event OWNER exercises, in writing, its option to have Engineer provide the services described as Task 3 the estimated fee for Task 3 is \$247,032 inclusive of expenses. The fees are more particularly broken down in ENGINEER's letter dated January 28, 2016 attached hereto.

II.

ENGINEER will submit monthly billings for each Task based upon the amount of work completed during the period billed for. ENGINEER'S billings will be in writing and of sufficient detail to fully identify the work completed 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 each Task on schedule. OWNER'S representative for purposes of this Agreement shall be the City Engineer or his designee. ENGINEER will begin work on each Task within 5 days after receipt of written notification to proceed from OWNER and shall complete each Task in a timely manner.

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, 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, its employees, subcontractors and agents shall be used by ENGINEER, its employees, subcontractors 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 optional, additional or out of scope services ENGINEER and OWNER will agree in writing as to the nature of such services and to a not to exceed price for such services before any work is started.

X.

ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER ITS OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST LIABILITY FOR DAMAGE, TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISED CONTROL.

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 receipt of 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 Scope of Work, OWNER may terminate this Agreement immediately by providing written notice of termination to ENGINEER. Upon termination OWNER 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:

Parkhill, Smith & Cooper, Inc.  
Attention: Robert Holly Holder, P.E.  
4222 85<sup>th</sup> Street  
Lubbock, TX 79423  
Telephone: (806) 473-2200  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

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

City of Amarillo  
Attention: Mark Read  
P. O. Box 1971  
Amarillo, TX 79105-1971  
Telephone: (806) 378-4227  
Fax: (806) 378-9363  
E-Mail: mark.read@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 Agreement. 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: \_\_\_\_\_

PARKHILL SMITH & COOPER, INC.  
(ENGINEER)

By: Robert Holly Holder

Printed name: Robert Holly Holder, PE

Title: Principle, Sector Director

Date: February 4, 2016

**CERTIFICATE OF INSURANCE REQUIREMENTS**  
**OWNER OF AMARILLO, TEXAS**

Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide minimum insurance coverage as listed below, prior to the execution of the contract and maintain coverage, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the OWNER. A certification of insurance will be placed on file with the Contracting Department of the OWNER of Amarillo, prior to the execution of the contract.

TYPE OF COVERAGE	MINIMUM LIMITS
WORKER'S COMPENSATION - Coverage A	Statutory
Worker's Compensation Insurance shall include a Waiver of Subrogation in favor of the OWNER of Amarillo	
EMPLOYERS LIABILITY - Coverage B	
Bodily Injury by Accident - each accident	\$100,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$100,000
COMMERCIAL GENERAL LIABILITY:	
Coverage A - Each Occurrence	\$500,000
Coverage B - Personal & Advertising Injury	\$500,000
General Aggregate Other Than Products/ Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

**NOTE:**

- 1) Coverage for explosion, collapse, and underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include the OWNER of Amarillo as an Additional Insured for all work performed for or on behalf of the OWNER.

**AUTOMOBILE LIABILITY:**

Bodily Injury Liability - Each Person	\$250,000
Bodily Injury Liability - Each Occurrence	\$500,000
Property Damage Liability - Each Occurrence	\$100,000

**NOTE:**

- 1) Coverage must include all owned, hired, and non-owned vehicles.
- 2) Coverage must include the OWNER of Amarillo as an Additional Insured for all work performed for or on behalf of the OWNER.

In the event of any material change, non-renewal, or cancellation of any policy, contractor's insurance company will give thirty (30) days actual prior written notice to the Contracting Department of the OWNER of Amarillo for such changes or cancellation.



## BOARDS AND COMMISSIONS – VACANCIES

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

06/19/2001	Carson Burgess	05/21/2015
08/27/2008	Kim Crawford	05/21/2016
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)

### Construction Advisory and Appeals Board (3-year terms) – Executive Session

09/13/2005	Gary Ward	12/31/2015 - Heating and Air
------------	-----------	------------------------------