

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, MARCH 29, 2016 AT 3:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
 - (2) Consider appointments to Boards and Commissions:
Amarillo Economic Development Corporation
Board of Review-Landmarks & Historic District
Emergency Care Advisory Board
 - (3) Presentation and discussion on Economic Development Incentive Policies;
 - (4) Update on Wrecker Service;
 - (5) Consultation with Attorney regarding Meet & Confer process and status;
and
 - (6) 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 regarding Meet and Confer, in accordance with Texas Local Government Code, Section 551.071, Chapter 142 (Fire Department).

REGULAR MEETING ITEMS

INVOCATION: Kevin Deckard, Polk Street United Methodist Church

PROCLAMATION: "Autism Awareness Month"

1. **MINUTES:**
Approval of the City Council minutes of the regular meeting held on March 22, 2016.
2. **ORDINANCE NO. 7596:**
This is the first reading of an ordinance amending the Amarillo Municipal Code, Chapter 10-3, Article IV, Section 10-3-45, prohibiting camping on municipal facilities and publicly owned property
3. **ORDINANCE NO. 7591:**
This is the second and final reading of an ordinance rezoning a 3.80 acre tract of land in Section 63, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District, Planned Development District 373A, and Planned Development 373B to amended planned development for indoor recreational use, in the vicinity of Chatham Square and McKenna Square.

4. **ORDINANCE NO. 7592:**
This is the second and final reading of an ordinance rezoning a 39.68 acre tract of unplatted land in Section 153 and 172, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Light Industrial District, in the vicinity of Southeast 34th Avenue and Tradewind Street.

5. **ORDINANCE NO. 7593:**
This is the second and final reading of an ordinance rezoning of a 37.39 acre tract of land out of Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District to Residential District 2, in the vicinity of Soncy Road/Loop 335 and Heritage Hills Parkway.

6. **ORDINANCE NO. 7594:**
This is the second and final reading of an ordinance rezoning Lot 7, Block 38, Grandview Addition Unit No. 11, Section 139, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit for a carport, in the vicinity of Southeast 34th Avenue and Browning Street.

7. **ORDINANCE NO. 7595:**
This is the second and final reading of an ordinance rezoning a 1.49 acre tract of land in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District, in the vicinity of Soncy Road/Loop 335 and Heritage Hills Parkway.

8. **RESOLUTION: SUPPORT SUBMISSION OF AN APPLICATION TO CREATE A CULTURAL DISTRICT IN AMARILLO AS REQUESTED BY CENTER CITY:**
This is a resolution of support to create a Cultural District in Amarillo as requested by Center City. The Amarillo Cultural District will include downtown Amarillo, Amarillo College Washington Street Campus, Amarillo Little Theatre/Wolflin area, Sunset Center Art Galleries, and Historic Route 66.

9. **PRESENTATION:** Update on the status of the Wastewater Collection Improvements for West of Soncy Boulevard from South 45th Avenue North of Interstate 40.

10. **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 – Network Security Equipment:**
Award on Texas Department of Information Resources (DIR) Cooperative Purchasing Contract to: Solid Border, Inc. -- \$464,444.00

This item approves the purchase of network security hardware and related licensing, implementation, support, and staff training to provide network threat assessment, detection and prevention, forensic analysis capabilities, and Internet content filtering across all segments of the City's IT network infrastructure.

 - B. **Award - Dell Computer Hardware:**
Dell -- \$67,954.86

The purchase is part of the ongoing IT computer replacement schedule, and new equipment requested by departments during the 2015 fiscal year budget process.

- C. Award – Server Hardware Implementation:
Presidio Networked Solutions Group, LLC -- \$80,916.96

This contract is for professional consulting services to configure previously procured Cisco server hardware and provide related software licensing. The resulting solution will utilize virtualization technology to help modernize and consolidate the City's server infrastructure.

- D. Award – Storm Sewer Repairs in Willow Street at 43rd Avenue and 40th Avenue and the Intersection of Southeast 34th Avenue and Grand Street:
Williams Ditching, LLC -- \$151,380.25

This item is to approve the contract for the storm sewer repairs in Willow Street at 43rd Avenue and 40th Avenue and the intersection of Southeast 34th Avenue and Grand Street. This project will consist of the removing and replacing of collapsed storm sewer pipe in Willow Street and repairs in the 34th Avenue and Grand Street intersection. Funding for this project was approved utilizing the Drainage Utility E&I Fund.

- E. Award of Contract- Purchase Groundwater Rights:
The contract in the amount of \$198,360, is for the purchase of groundwater rights to add acreage in proximity of the City owned Well #518 to the Potter Country Well Field Permit. This purchase will be in compliance with Panhandle Groundwater Conservation District rules.

- F. Approval – Amendment #4, Lease Agreement: Rick Husband Amarillo International Airport: Lessee: Bell Helicopter Textron:
Lease Rate: \$1.00/sf/year, with rent abatement of 10% of Building 602 up to \$20,000 (of actual costs) for the upgrade and modification of bunker to bring it into U. S. Department of Defense Unified Facilities Criteria 4-420-01 for Ammunition and Explosives Storage Magazines.

- G. Dedications and Acceptances:
Dedication of a 10-foot Southwestern Public Service Company (SPS) electrical easement in Section 140, Block 2, AB&M Survey, Randall County for electrical service to service to serve Animal Management & Welfare's new feline facility/storm shelter as well as future expansion of facilities.

- H. Sale – Properties:
Sheriff Sale Properties in Potter County.

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

Posted this 25th day of March 2016.

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



STATE OF TEXAS
 COUNTIES OF POTTER
 AND RANDALL
 CITY OF AMARILLO

On the 22nd day of March 2016, the Amarillo City Council met at 3:00 p.m. for a work session, executive session, and the regular session held at 5:00 p.m. in the Council Conference Room and 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
MICK MCKAMIE	CITY ATTORNEY
KELLEY SHAW	PLANNING DIRECTOR
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Leah Fort, Worship Pastor at Amarillo First Nazarene Church. 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 March 15, 2016. Motion was made by Councilmember Demerson to approve the minutes; motion was seconded by Councilmember Eades, and unanimously carried to approve the minutes.

ITEM 2: Mayor Harpole presented an ordinance rezoning a 3.80 acre tract of land in Section 63, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District, Planned Development District 373A, and Planned Development 373B to amended planned development for indoor recreational use, in the vicinity of Chatham Square and McKenna Square. This item was recommended for approval by a 5:0 vote of the Planning and Zoning Commission. Motion was made by Councilmember Burkett, seconded by Councilmember Demerson, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7591

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

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

ITEM 3: Mayor Harpole presented an ordinance rezoning a 39.68 acre tract of unplatted land in Section 153 and 172, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Light Industrial District. This item was recommended for approval by a 5:0 vote of the Planning and Zoning Commission. Motion was made by Councilmember Nair, seconded by Councilmember Burkett, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7592

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 34TH AVENUE AND TRADEWIND STREET, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 4: Mayor Harpole presented an ordinance rezoning of a 37.39 acre tract of land out of Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District to Residential District 2, in the vicinity of Soncy Road/Loop 335 and Heritage Hills Parkway. This item was recommended for approval by a 5:0 vote of the Planning and Zoning Commission. Motion was made by Councilmember Burkett, seconded by Councilmember Nair, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7593

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SONCY ROAD/LOOP 335 AND HERITAGE HILLS PARKWAY, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 5: Mayor Harpole presented an ordinance rezoning Lot 7, Block 38, Grandview Addition Unit No. 11, Section 139, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit for a carport. This item was recommended for approval by a 5:0 vote of the Planning and Zoning Commission. Councilmember Nair inquired about the number of carport rezonings. Mr. Shaw stated in order to put up a carport you have to be in front of your building line. To go past the line requires a rezoning and allows neighbors to comment. Motion was made by Councilmember Demerson, seconded by Councilmember Eades, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7594

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 34TH AVENUE AND BRONWING STREET, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 6: Mayor Harpole presented an ordinance rezoning a 1.49 acre tract of land in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District. This item was recommended for approval by a 5:0 vote of the Planning and Zoning Commission. Motion was made by Councilmember Eades, seconded by Councilmember Demerson, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7595

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SONCY ROAD/LOOP 335 AND HERITAGE HILLS PARKWAY, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 7: Mayor Harpole presented a resolution setting the date and time for public hearings on April 5, 2016, at 5:00 p.m. to determine if the properties at 113 Northeast 12th Avenue and 827 North Apache Street constitute public nuisances and thereby declared as dangerous structures. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing. Motion was made by Councilmember Demerson, seconded by Councilmember Burkett, that the following captioned resolution be passed:

RESOLUTION NO. 03-22-16-1

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

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

ITEM 8: Mr. Childers stated the Council previously expressed that one of their priority initiatives was community appearance. Citizens in the community have also expressed their concerns on the community's appearance. City Council has also expressed an interest in the salvage yards operations in the community. Scott McDonald, Director, presented to the Council the Community Appearance Initiative and a proposed ordinance amending the regulation of junkyards, automotive wrecking and salvage yards, recycling businesses and scrap tires.

Councilmember Nair expressed concerns about having conversations with the business owners to understand their point of view. Councilmember Eades inquired if the City could offer rewards for the arrest and conviction of people dumping scrap tires. Mr. McKamie replied it would be legal. Councilmember Demerson inquired if the objection was to penalize or to beautify the community. He suggested a place where people could take the tires. Mr. McDonald stated the majority of the tires are from people picking them up from businesses and then dumping them. He further stated all the tires could not be taken to the landfill. Mr. Childers stated they would begin with the community engagement process and hear from the business owners and then come back to Council with specific thoughts and ideas for specific programs.

Shawn Bullard, 3801 Paramount Street, stated he did not like the homeless being included in the community appearance. Greg Dankworth, 5510 Cpt. Augustus McCrea Trail, Scrap Processing Co., agreed with beautifying where it is feasible. He also preferred the name scrap yard and not junk yard. Steve Fisk, Interim Solid Waste Superintendent, 6009 Hampton Drive, stated the City gets many calls regarding tires that have been dumped. He further stated that TECQ had regulations on the amount of tires on the ground at the landfill and something needs to be done to get the problem resolved. Councilmember Demerson stated the tire issue should be single issue, separate from the scrap yards.

ITEM 9: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. There were none. Mayor Harpole did inquire as how the items in Item E were related. Mr. Hartman stated the water plants operate as mini waste water treatment plants and are permitted by TECQ regulations. Motion was made by Councilmember Nair to approve the consent agenda, seconded by Councilmember Eades.

- A. Award – Paving of Hillside Road from Soncy Road to Helium Road:
Holmes Construction Company, L.P. -- \$1,399,054.71

This item is to approve the contract for the paving of Hillside Road beginning just east of Soncy Road and extending west to Helium Road. This proposed project will consist of the widening and construction of the road surface. Funding for this project is available in the approved Capital Improvement Project Budget for the Capital Projects & Development Engineering Department.

- B. Purchase – Toughbook Computer Hardware:
Award on Texas Department of Information Resources (DIR) Cooperative Purchasing Contract to Austin Ribbon and Computer Supplies, Inc. -- \$78,505.02

This item approves the purchase of eighteen (18) Panasonic CF-31 Toughbook laptop computers and associated components with enhanced memory and theft management/security capabilities. These mobile, in-car computers are scheduled replacements for existing public safety units that have reached their useable lifespan. Funding for this purchase is available in the approved Information Technology public safety budget.

- C. Approval -- Change Order One (1) – Job# 560020: Martin Road Lake Drainage Improvements:

Original Contract:	\$ 4,000,330.25
Previous Change Orders:	\$ 0.00
Current Change Order:	\$57,000.00
Total of Change Orders:	\$57,000.00
Revised Contract:	\$4,057,330.25

This item approves Change Order No. 1 to the contract with D. E. Rice Construction Company, Inc. for additional work required on the project.

- D. Approval – Professional Services Agreement – Addendum #2 Engineering Services - Project #521725 Arden Road Pipeline and Pump Station Improvements:
HDR Engineering, Inc.

This item approves Addendum #2 to a June 5, 2013 Agreement for Engineering Services to perform additional engineering services to cover daily construction observation, reports and monitor compliance with the contract to meet the requirements of the Texas Water Development Board Drinking Water State Revolving Fund Loan Program (DWSRF). This addendum provides for the continuation of services by HDR, Inc. at a cost not-to-exceed \$198,000.00.

- E. Approval – Professional Services Agreement – Addendum #1 Engineering Services - Project #520985 Hollywood Rd WWTP Sludge Dewatering & Project #521621 Osage WTP Lagoon Solids Dewatering:
CDM Smith, Inc.

This item approves Addendum #1 to a May 20, 2014 Agreement for Engineering Services to perform additional engineering services. This addendum provides for the continuation of services by CDM Smith, Inc. at a cost not-to-exceed \$10,200.00.

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.

James Schenek, 6216 Gainsborough Street, stated the importance of conflict of interest on city boards. Andrews Holley, 4302 West 51st Avenue, stated the importance of respecting and not infringing upon the rights of property owners. There were no further comments.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Paul Harpole, Mayor

DRAFT

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	3/29/16	Council Priority	Community Counts
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Department	Community Development Legal
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Agenda Caption

Ordinance – Amending the Amarillo Municipal Code, Chapter 10-3, Article IV, Section 10-3-45 prohibiting camping on municipal facilities and publicly owned property and providing affirmative defenses’ providing for severability; providing a repealer clause; providing a penalty; providing for publication and effective date.

Agenda Item Summary

This ordinance amends the “Camping Ordinance” to:

- *provide more specific definitions of terms;
- * remove references to ‘sleep at a place’ (to meet recommendation by the Ad Hoc Subcommittee);
- *remove references to equipment that may be used in Camping;
- * create an affirmative defense to citation for violation if there exists inadequate shelter space at the time (to meet the Ad Hoc Subcommittee’s recommendation regarding impact to Continuum of Care based on HUD’s goals).
- * more clearly express the intent of the legislation.

- [Here are the recommendations of the Ad Hoc Subcommittee:
1. Consider the need for temporary shelters if others are full.
 2. Council should consider the potential future impacts to Continuum of Care funding based on HUD’s goals to decriminalize homelessness.
 3. Consider amending Section 10-3-45 of Ordinance 7333 to clarify the definition of “sleep at a place” not meant for human habitation.]

Requested Action

Consideration of the amendments to the Camping Ordinance, including some in response to recommendations of the Ad Hoc Subcommittee.

Funding Summary

N/A

Community Engagement Summary

This issue was discussed in depth at meetings of the Ad Hoc Subcommittee.

City Manager Recommendation

This item is recommended for approval by the City Manager

ORDINANCE NO. 7594

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 10-3, ARTICLE IV, SECTION 10-3-45 PROHIBITING CAMPING ON MUNICIPAL FACILITIES AND PUBLICLY OWNED PROPERTY AND PROVIDING AFFIRMATIVE DEFENSES; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, buildings, structures, and their accessory grounds, lawns, plazas, porches, and parking lots owned by the City of Amarillo, (hereinafter “municipal facilities”) or other governmental entities (“public property”) exist for the sole purpose of conducting the business of and operations of local government; and,

WHEREAS, citizens, public employees, vendors, contractors, and others must be assured of free ingress and egress to municipal facilities and other public property for the intended purposes of those facilities and properties; and,

WHEREAS, the experience of other U.S. cities is instructive, indicating that camping at, in, or on a municipal facility or other public property has negative secondary effects: obstruction of the public purposes of such facilities; poses a health and sanitation risk; creates a security issue; creates a noise, sight, and smell nuisance; and is intimidating to other persons desiring to peaceably enter that municipal facility or public property for its intended purposes, to-wit: to carry on business with the government—all being against and counter to the public purpose intended for each municipal facility and public property; and,

WHEREAS, there are alternative venues available, both within and near the city of Amarillo which are specifically equipped (such as sanitation, safety, security, and other) for persons to camp overnight; and,

WHEREAS, the City of Amarillo and other governmental entities conduct public hearings, forums, and meetings in designated rooms at designated facilities, during which public speech and redress of grievances **not only allowed, but actively encouraged**, in the due course of government business; and,

WHEREAS, the City of Amarillo has **traditionally** allowed the use of the front steps of City Hall, lawn, and parking lot for expressive activity during daylight hours on days and in ways that do not interfere with the conduct of normal public business and operations of City Hall or other municipal facilities; and,

WHEREAS, there are alternative venues and means of communicating expressive messages both to the general public and government officials other than by camping on or in a municipal facility with the attendant negative secondary effects identified above; and,

WHEREAS, no person, group, topic, or viewpoint is entitled to any greater preference or deference in the use of municipal facilities than any other for demonstrations, pickets, or other similar activity; and,

WHEREAS, the City **Council** finds that the provisions of this ordinance are a reasonable time, place, and manner restriction that balances the First Amendment rights of citizens as well as the rights of non-expressing citizens and public employees to each be able to go about their intended business with the government at facilities that are provided for the conduct of public business; and,

WHEREAS, the City Council has heretofore created and appointed the Ad Hoc Advisory Subcommittee, Continuum of Care, and charged its member with reviewing Sec. 10-3-45 and making recommendations to the Council; and

WHEREAS, the Ad Hoc Advisory Subcommittee, Continuum of Care, has dutifully and diligently performed the charge given, and has made substantive, important recommendations to the City Council and the community;

WHEREAS, the City Council has determined thereas the following amendments are necessary and appropriate to protect the health, safety and welfare of the citizens of the City of Amarillo.

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

SECTION 1. The Amarillo Municipal Code, Chapter 10-3, Article IV Section 10-3-45 **be and hereby is amended** to read as follows:

Sec. 10-3-45. Camping on Municipal Facilities and Public Property.

(a) Definitions. The following term shall have the meaning shown.

(1) *Camp* or *Camping* means and includes to stay in, on, or at a **Municipal Facility or upon Public Property** between the hours of 12 midnight and 5:00 a.m. . There is no required or minimum equipment or supplies necessary to constitute the act of camping..

(2) *Municipal Facility* shall mean and include, for purposes of this section, every structure, building, or land owned by the City of Amarillo for the purposes of conducting any business or operation of municipal government, and includes all accessory areas such as but not limited to porch, steps, ramps, grounds, walks, lawn, yard, plaza, parking lot. It includes but is not limited to **City Hall, the Simms Building**, libraries, police and fire stations, civic/convention center complex; fleet service center, water towers, water and sewage treatment plants. . For purposes of this section, the term does not include a park.

(3) *Public property* means such places as are described in (2) above, but which are owned or controlled by another governmental entity.

(4) **“Available beds” means the available and specifically designated as sleeping quarters for persons who are homeless. The Amarillo Homeless Management Information System (AHMIS) Report shall establish the number of Available Beds for each reporting year.**

(5) **“Shelter Space” is synonymous with Available Beds.**

(6) **“Unsheltered Person means** an individual with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.

(7) “Unsheltered Population” means the number of persons determined to be unsheltered in the City by the most recent annual Point-in-Time count required by the U.S. Department of Housing and Urban Development.

(b) Offense. It is hereby declared to be a class C misdemeanor offense for a person to Camp:

(1) in, upon, or at a Municipal Facility; (excluding designated sleeping quarters provided for public employees or volunteers for their use within the scope of their duties); or

(2) in, upon, or at a public right-of-way including a sidewalk, street, alley, highway, culvert, or any other Public property.

(c) Abatement. Camping in, upon, or at a Municipal Facility or Public Property in violation of this section is a nuisance that may be abated by summary removal of tents, bedding, and other personal belongings and equipment.

(d) .Affirmative Defenses It is an affirmative defense that a person was Camping:

(1) by temporarily parking a recreational vehicle, bus, pick-up camper, travel trailer, or similar vehicle or trailer: (i) in a lawful manner, time, and place on a public street in accordance with applicable state law and City ordinance, or (ii) in a parking lot adjacent to the Amarillo Civic/Convention Center for the duration of an event at the Amarillo Civic/Convention Center Complex (including set up and take down for such an event), provided that such person: is a vendor, tenant, producer, cast, crew, or exhibitor for such an event; and who obtains a permit from the Director of the Civic/Convention Center Complex; and, complies with all applicable rules and rents established by the Director; or, (iii) in, on, or at such other location that is owned or under the control of another governmental entity, when and as may be permitted by that entity,

(2) in a public park if, when, and as such activity may be allowed by park rules and in strict compliance with the terms thereof.

(3) If a person is an Unsheltered Person and if sufficient Shelter Space is unavailable because there are inadequate Available Beds for the Unsheltered Population, as determined by the Annual Report of Available Beds.

(e) Annual Report of Available Beds. The Health and Human Services Director or designee shall prepare and maintain a complete listing of all service providers for Unsheltered Persons within the corporate limits of the City. Each service provider shall provide their total available beds and these shall be determined to be the total “available beds” as defined by

this ordinance. The annual report shall be maintained in the official records of the City, and shall be available for public review.

(f) Intent.

(1) This ordinance is not intended to deny or to unduly restrict any person's temporary use of a public sidewalk or other traditional public forum for demonstrations, pickets, marches, and other lawful expressive activity, provided that such person does not Camp in violation of this section, obstruct passage to other persons or vehicles, or otherwise violate applicable state law or city ordinance.

(2) This ordinance is not intended to deem the status of involuntary homelessness (whether temporary or permanent) as a violation of this or any other City ordinance, but to make the prohibited acts defined in this ordinance subject to reasonable and prudent enforcement to protect the public, health, safety and welfare

(3) Nothing herein shall be deemed to authorize or allow a person or persons to camp, stand, sit, or lie in or upon a Municipal Facility, or Public Property, or a public right-of-way in such a way as to interfere with the use or operation of such Municipal Facility or Public Property or public right of way for the intended purposes and to carry on public business, and for the benefit of the public desiring to peaceably enter a Municipal Facility or Public Property for its intended purposes.

Sec. 10-3-45 10-3-46 to 10-3-60. 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, parts of ordinances resolutions and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

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

SECTION 5. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

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

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

Amarillo City Council Agenda Transmittal Memo



Meeting Date	3/22/2016	Council Priority	Community Appearance
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Department	Planning Department
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Agenda Caption

ORDINANCE NO. _____:

This is the first reading of an ordinance rezoning a 3.80 acre tract of land in Section 63, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District, Planned Development District 373A, and Planned Development 373B to amended planned development for indoor recreational use, in the vicinity of Chatham Sq & McKenna Sq. This item was recommended for approval by a 5:0 vote of the Planning and Zoning Commission

Agenda Item Summary

Mixed-use developments allow for an opportunity to blend residential, commercial, and institutional land uses as an integral development and can provide adequate retail and other commercial services for residents both within the development and surrounding neighborhoods. Mixed-use developments are intended to promote energy and vitality to the area during both day-time and evening hours. Positive characteristics can include a pedestrian scaled environment with interesting storefronts, landscaping, pedestrian amenities, and complimentary uses.

This amendment is an expansion of the existing mixed-use PD373 for an indoor recreational facility with other development & land use standards mirroring the existing Planned Developments. Staff believes the requested TownSquare Planned Development amendment proposes an additional use to the area that enhances the overall mixed-use character of the original Planned Development.

Requested Action

The applicant is proposing the third phase of Planned Development 373 for the purpose of an indoor recreational use as well as other uses allowed within a General Retail zoning district.

Funding Summary

N/A

Community Engagement Summary

This item was distributed to all applicable internal and external entities. No objections were received. Notices were sent out to property owners within 200 feet regarding the proposed rezoning. At the time of this writing, the Planning Department has received no negative comments regarding this request.

Amarillo City Council Agenda Transmittal Memo



The item was recommended for approval by the Planning and Zoning Commission at its March 14, 2016 public meeting.

City Manager Recommendation

Planning and Legal Staff have reviewed the associated Ordinance and exhibit and recommends the City Council approve the item as submitted.

ORDINANCE NO. 7591

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

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

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

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

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

Rezoning of a 3.80 acre tract of land in Section 63, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District, Planned Development District 373A, and Planned Development 373B to Amended Planned Development District 373C for indoor recreational use.

DESCRIPTION

A 3.80 acre± tract of land situated in Section 63, Block 9, B.S. & F. Survey and being a portion of a 138.19 acre tract of land as described in that certain instrument of conveyance recorded under Clerk's File No. 2012015012 of the Official Public Records of Randall County, Texas, and also being a portion of a 357.509 acre tract of land as described in that certain instrument of conveyance recorded under Clerk's File No. 2012013182 of the Official Public Records of Randall County, Texas, said 3.80 acre± tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. on February 8, 2016 and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap stamped "HH" found at the Southeast corner of Town Square Unit No. 1, an addition to the City of Amarillo, Randall County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 2012017713 of the Official Public Records of Randall County, Texas, from whence the Southeast corner of said Section 63 bears South 00° 09' 28" East, 50.00 feet and South 89° 43' 53" East, 760.52 feet (per record data);

THENCE North 00° 09' 28" West, base line, 1728.24 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" found at the Northeast corner of said Town Square Unit No. 1;

THENCE South 89° 50' 32" West along the North line of said Town Square Unit No. 1, a distance of 209.50 feet to the BEGINNING CORNER of the herein described tract of land;

THENCE South 00° 09' 28" East, at 30.00 feet passing a South line of Lot 13, Block 1 of said Town Square Unit No. 1, same being the North line of Lot 3 of said Block 1, a total distance of 178.10 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the Southeast corner of this tract of land;

THENCE South 89° 50' 32" West, 340.50 feet to a mag nail set in the West line of said Lot 3, same being the East line of Lot 4 of said Block 1, same point being the Southwest corner of this tract of land;

THENCE North 00° 09' 28" West, at 148.10 feet passing the Northwest corner of said Lot 3, same being the Northeast corner of said Lot 4 and also being in the South line of said Lot 13, at 178.10 feet passing the North line of said Town Square Unit No. 1, a total distance of 486.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the Northwest corner of this tract of land;

THENCE North 89° 50' 32" East, 340.50 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the Northeast corner of this tract of land;

THENCE South 00° 09' 28" East, 307.90 feet to the PLACE OF BEGINNING and containing a computed area of 3.80 acres of land, more or less.

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.

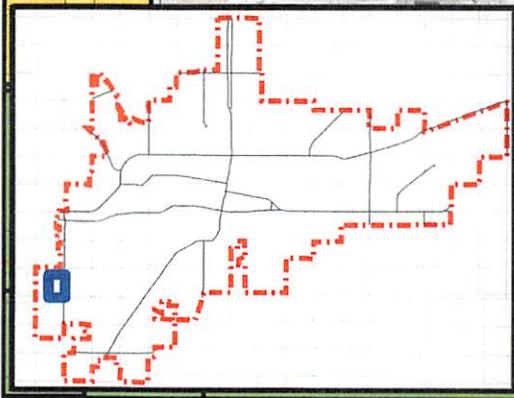
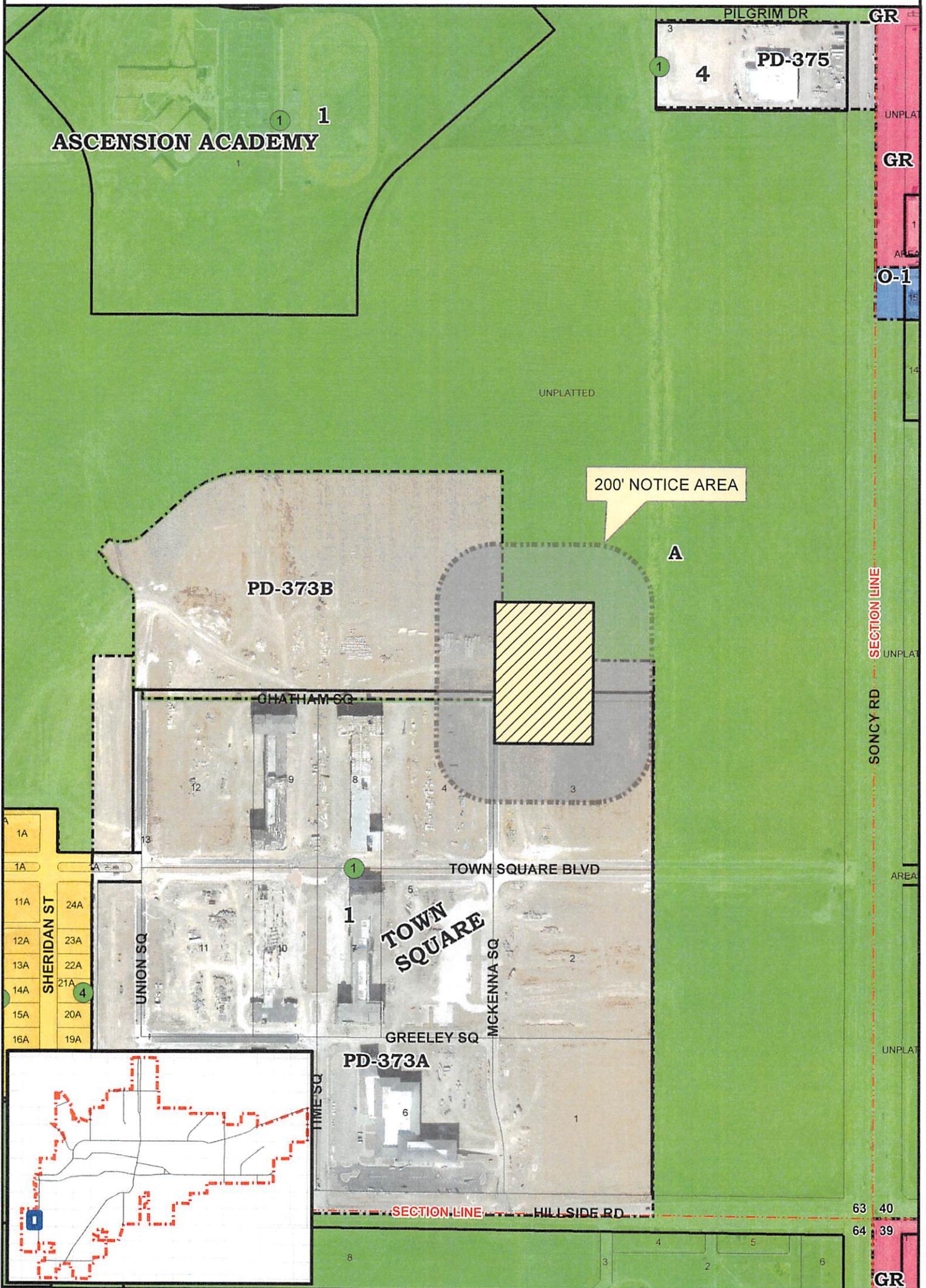
INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the _____ day of March, 2016 and PASSED on Second and Final Reading on this the _____ day of March, 2016.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

REZONING FROM A & PD TO AMD PD



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'
 Date: 2-19-16
 Case No: Z-16-07



Z-16-07 Rezoning of a 3.80 acre tract of land in Section 63, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District, Planned Development District 373A, and Planned Development District 373B to amended planned development for an indoor recreational use.

Applicant: Jeb Harris

Vicinity: Chatham Square & Mckenna Square AP: H-15

Amarillo City Council Agenda Transmittal Memo



Meeting Date	3/22/2016	Council Priority	Community Appearance
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Department	Planning Department
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Agenda Caption

ORDINANCE NO. ____:

This is the first reading of an ordinance rezoning a 39.68 acre tract of unplatted land in Section 153 and 172, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Light Industrial District. This item was recommended for approval by a 5:0 vote of the Planning and Zoning Commission.

Agenda Item Summary

The applicant is requesting Light Industrial (I-1) zoning in order to develop the tract with commercial uses. This tract of land is currently zoned Agriculture as a result of being annexed in 2015. The property owner is ready to begin development of the site and therefore needs appropriate zoning. Considering the Comprehensive Plan's Future Land Use map designates this area as appropriate for industrial uses and I-1 zonings exist to the north and to the west for commercial use, Staff is of the opinion that the applicant's request represents a logical continuation of both existing zoning and development patterns in the area.

Requested Action

The applicant is requesting Light Industrial zoning in order to develop the tract with commercial uses.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. No objections were received. Notices were sent out to property owners within 200 feet regarding the proposed rezoning. At the time of this writing, the Planning Department has received no negative comments regarding this request.

The item was recommended for approval by the Planning and Zoning Commission at its March 14, 2016 Public Meeting.

City Manager Recommendation

Planning and Legal Staff have reviewed the associated Ordinance and exhibit and recommends the City Council approve the item as submitted.

ORDINANCE NO. 7592

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 34TH AVE & TRADEWIND ST, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of a 39.68 acre tract of unplatted land in Section 153 and 172, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Light Industrial District.

DESCRIPTION

A tract of land situated in Section 153 and 172, Block 2, A.B. & M. Survey, Randall County, Texas and being a portion of those certain tracts of land as described in instruments of record, recorded under Clerk's File Nos. 01 12618; 2005026519 and 2006009900 of the Official Public Records of Randall County, Texas, said tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. on May 8, 2015 and being more particularly described by metes and bounds as follows:

Commencing at a point in the West monumented right-of-way line of Tradewind Street, , from whence an aluminum cap found at the Southwest corner of said Section 153 bears South 89° 56' 38" East, 50.00 feet and South 00° 03' 22" West, 3187.85 feet;

THENCE North 00° 03' 22" East {baseline), along the West line of Tradewind Street 2009.21 feet to a point, same being the intersection of the West right-of-way line of said Tradewind Street with the South right-of-way line of S.E. 34th Avenue, the Northwest corner of this tract of land;

THENCE South 89° 53' 20" East along the South right-of-way line of said S.E. 34th Avenue, at 100.00 feet pass a 60d nail set in top of a post at the intersection of the East monumented right-of-way line of said Tradewind Street with the South right-of-way line of S.E. 34th Avenue, continue a total distance of 1207.68 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the Northeast corner of this tract of land;

THENCE South 00° 03' 22" West, at 1993.05 feet pass a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set, continue a total distance of 2008.05 feet to a point, the Southeast corner of this tract of land;

THENCE North 89° 56' 38" West, 1207.68 feet to the PLACE OF BEGINNING.

SAVE AND EXCEPT THEREFROM THAT NORTHERLY PORTION OF THIS TRACT OF LAND ALREADY ZONED

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.

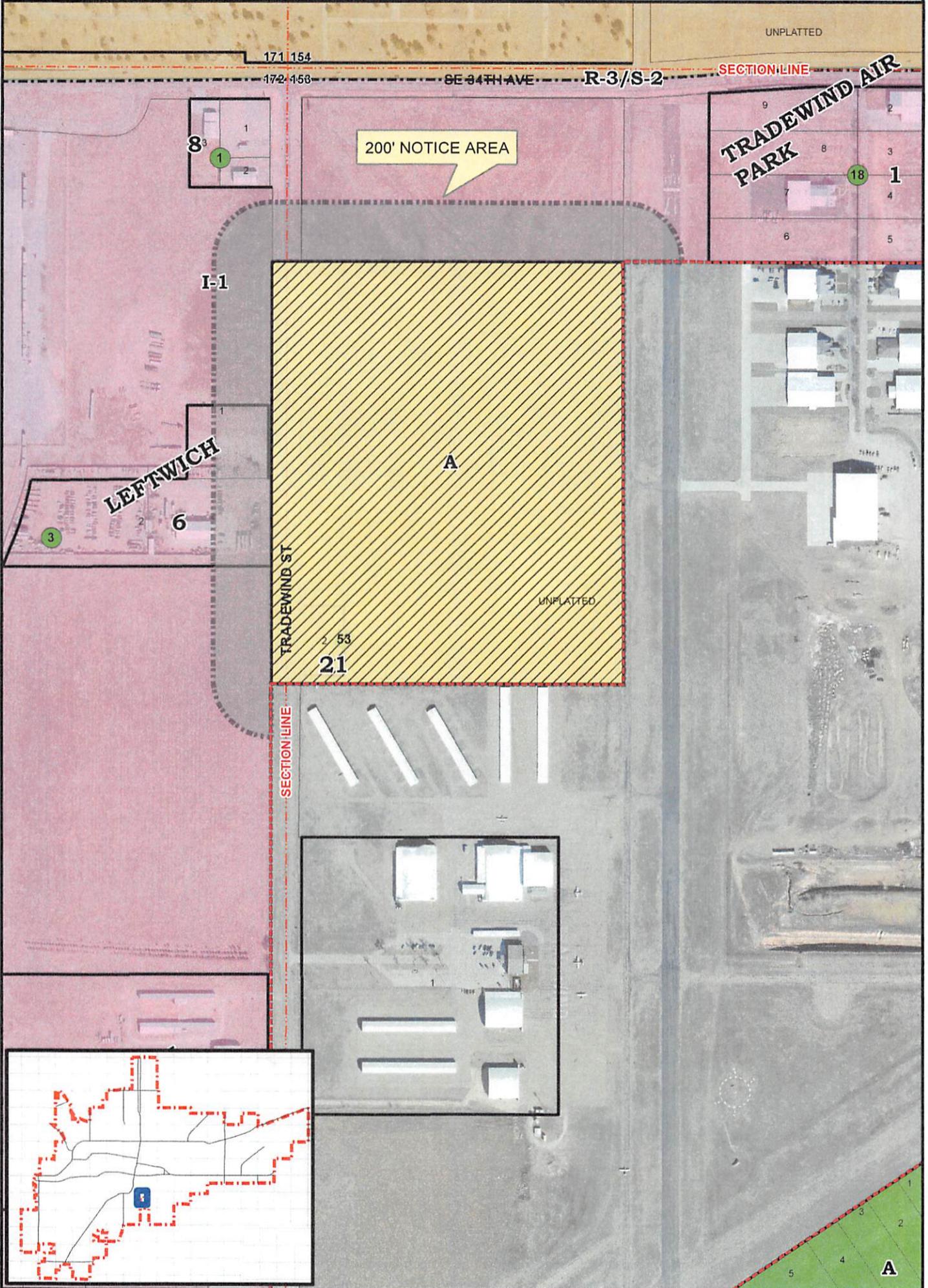
INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the _____ day of March, 2016 and PASSED on Second and Final Reading on this the _____ day of March, 2016.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

REZONING FROM A TO I-1



CITY OF AMARILLO PLANNING DEPARTMENT

Z-16-08 Rezoning of a 39.68 acre tract of unplatted land in Section 153 and 172, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Light Industrial District.

Scale: 1" = 400'
Date: 3-3-16
Case No: Z-16-08



Applicant: Seth Williams

Vicinity: SE 34th Ave & Tradewind St

AP: O-14



Amarillo City Council Agenda Transmittal Memo



Meeting Date	3/22/2016	Council Priority	Community Appearance
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Department	Planning Department
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Agenda Caption

ORDINANCE NO. _____:

This is the first reading of an ordinance rezoning of a 37.39 acre tract of land out of Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District to Residential District 2, in the vicinity of Soncy Rd/ Loop 335 & Heritage Hills Pkwy. This item was recommended for approval by a 5:0 vote of the Planning and Zoning Commission

Agenda Item Summary

The applicant is requesting a zoning change to Residential District 2 in order to develop the next phase of the Heritage Hills subdivision with single family development. As recommended by the City's Comprehensive Plan, City development policies encourage the Neighborhood Unit Concept of development (NUC). This concept recommends that within a typical section of land bordered by section-line arterials, a gradual transition in zoning occur, whereby non-residential land uses locate at or near section line arterial, with lower density residential uses and open space occurring within the section's interior.

Being the next phase of development within the Heritage Hills Subdivision, staff believes this zoning request is appropriate as it adheres to the NUC, the resulting residential product conforms to the Heritage Hills Subdivision's Preliminary Plan. Therefore, staff is of the opinion that the request will not have any detrimental impacts on the area.

Requested Action

The applicant is requesting a zoning change to Residential District 2 in order to develop the next phase of the Heritage Hills subdivision with single family development.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. No objections were received. Notices were sent out to property owners within 200 feet regarding the proposed rezoning. At the time of this writing, the Planning Department has received no negative comments regarding this request.

The item was recommended for approval by the Planning and Zoning Commission at its March, 14, 2016 public meeting.

Amarillo City Council Agenda Transmittal Memo



City Manager Recommendation

Planning and Legal Staff have reviewed the associated Ordinance and exhibit and recommends the City Council approve the item as submitted.

ORDINANCE NO. 7593

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SONCY RD/LOOP 335 & HERITAGE HILLS PKWY, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of a 37.39 acre tract of land out of Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District to Residential District 2.

DESCRIPTION

A 37.39 acre± tract of land situated in Section 65, Block 9, B.S. & F. Survey, Randall County, Texas and being a portion of a 590.9343 acre tract of land as described in that certain instrument of conveyance recorded under Clerk's File No. 2012013183 of the Official Public Records of Randall County, Texas, said 37.39 acre± tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. on December 23, 2015 and February 5, 2016 and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8 inch iron rod with cap stamped "RPLS 4664" found in the North line of said Section 65, from whence the Northeast corner of said Section 65 bears South 89° 45' 43" East, 100.00 feet;

THENCE South 00° 33' 08" East (base line) along the West monumented right-of-way line of Loop Highway 335 (Soncey Road), a distance of 2220.81 feet to the most Southerly Southeast corner of Heritage Hills Unit No. 2, an addition to the City of Amarillo, Randall County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 2014018558 of the Official Public Records of Randall County, Texas;

THENCE South 89° 40' 36" West, 1142.34 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the most Southerly Southwest corner of said Heritage Hills Unit No. 2, same point being the Southeast and BEGINNING CORNER of the herein described tract of land;

THENCE South 89° 40' 36" West, 313.23 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the beginning of a curve to the left whose center point bears South 00° 19' 24" East, 2226.00 feet;

THENCE Southwesterly along said curve to the left, an arc distance of 972.50 feet with a long chord bearing South 77° 09' 39" West, 964.78 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the end of said curve;

THENCE South 64° 47' 52" West, 170.32 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the Southwest corner of this tract of land;

THENCE North 25° 36' 25" West, 1008.39 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the most Westerly Northwest corner of this tract of land;

THENCE North 64° 40' 05" East, 64.96 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set;

THENCE North 64° 38' 51" East, 109.82 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the beginning of a curve to the right whose center point bears South 25° 21' 09" East, 3235.00 feet;

THENCE Northeasterly along said curve to the right, an arc distance of 967.10 feet with a long chord bearing North 73° 12' 42" East, 963.50 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the end of said curve;

THENCE North 20° 19' 50" East, 8.78 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set;

THENCE North 41° 06' 54" West, 325.21 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the beginning of a curve to right whose center point bears North 48° 53' 06" East, 1145.00 feet;

THENCE Northwesterly along said curve to the right, an arc distance of 287.89 feet with a long chord bearing North 33° 54' 43" West, 287.13 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the end of said curve;

THENCE North 64° 45' 06" West, 6.16 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the beginning of a curve to the left whose center point bears South 12° 47' 40" East, 3790.00 feet;

THENCE Southwesterly along said curve to the left, an arc distance of 8.80 feet with a long chord bearing South 77° 08' 21" West, 8.80 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the end of said curve;

THENCE North 13° 01' 05" West, 60.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the beginning of a curve to the right whose center point bears South 12° 55' 44" East, 3850.00 feet, same point being the most Northerly Northwest corner of this tract of land;

THENCE Northeasterly along said curve to the right, an arc distance of 170.06 feet with a long chord bearing North 78° 20' 12" East, 170.05 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the most Northerly Northeast corner of this tract of land, same point being the most Westerly Northwest corner of said Heritage Hills Unit No. 2;

THENCE along the most Westerly boundary lines of said Heritage Hills Unit No. 2, the following seven (7) courses:

South 10° 23' 53" East, 60.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the beginning of a curve to the right whose center point bears South 10° 23' 53" East, 3790.00 feet;

Northeasterly along said curve to the right, an arc distance of 22.65 feet with a long chord bearing North 79° 46' 23" East, 22.65 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the beginning of a curve to the left whose center point bears North 60° 46' 10" East, 975.00 feet;

Southeasterly along said curve to the left, an arc distance of 202.23 feet with a long chord bearing South 35° 10' 21" East, 201.87 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the end of said curve;

South 41° 06' 54" East, 985.51 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the beginning of a curve to the right whose center point bears South 48° 53' 06" West, 825.00 feet;

Southeasterly along said curve to the right, an arc distance of 551.82 feet with a long chord bearing South 21° 57' 12" East, 541.59 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the end of said curve;

South 89° 40' 37" West, 4.92 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set;

South 00° 19' 23" East, 94.00 feet to the PLACE OF BEGINNING and containing a computed area of 37.39 acres of land, more or less.

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.

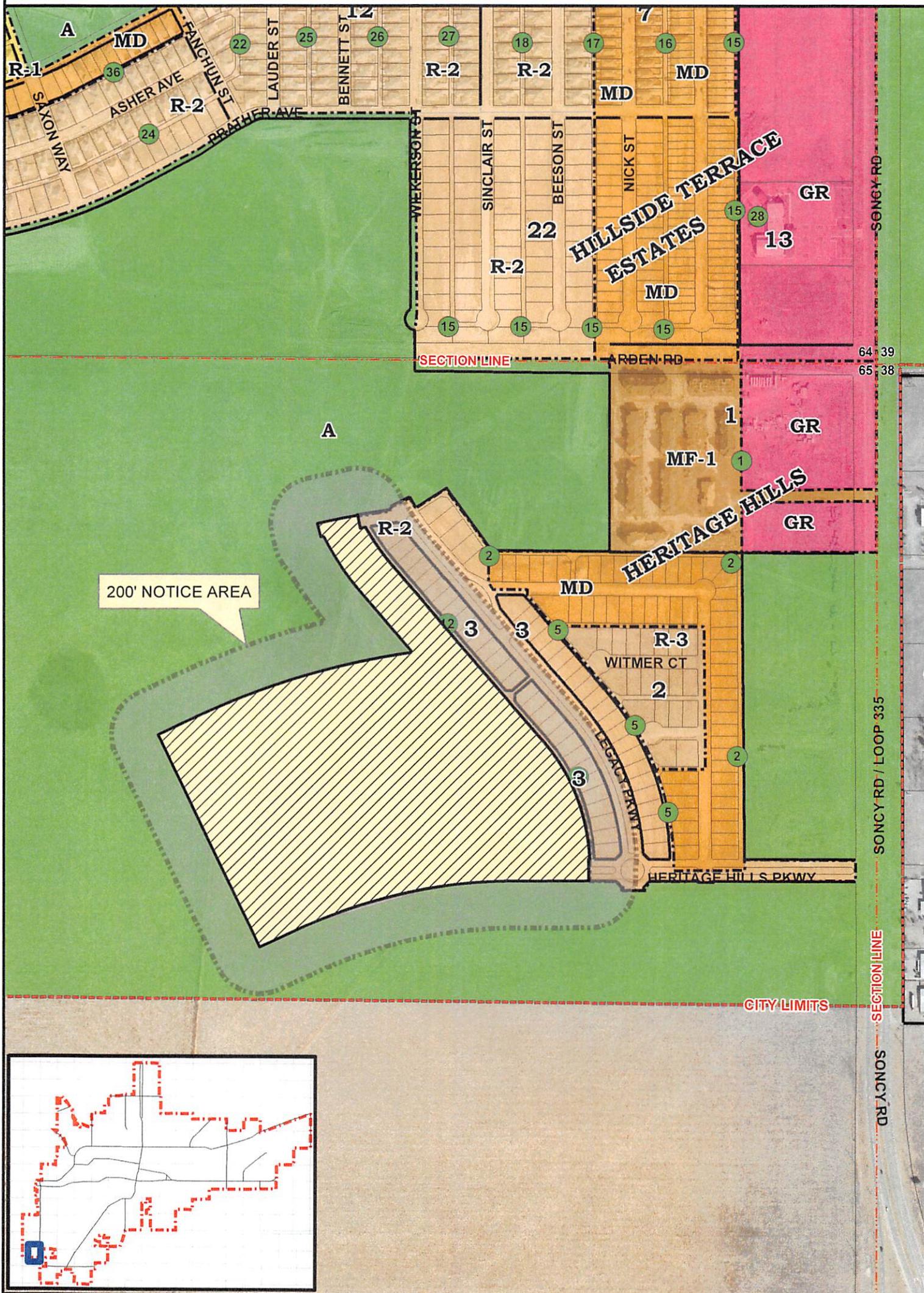
INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the _____ day of March, 2016 and PASSED on Second and Final Reading on this the _____ day of March, 2016.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

REZONING FROM A TO R-2



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'
Date: 3-4-16
Case No: Z-16-10



Z-16-10 Rezoning of a 37.39 acre tract of land out of Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District to Residential District 2.

Applicant: Seth Williams

Vicinity: Soncy Rd/Loop 335 & Heritage Hills Pkwy

AP: H-17



Amarillo City Council Agenda Transmittal Memo



Meeting Date	3/22/2016	Council Priority	Community Appearance
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Department	Planning Department
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Agenda Caption

ORDINANCE NO. _____:

This is the first reading of an ordinance rezoning Lot 7, Block 38, Grandview Addition Unit No. 11, Section 139, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit for a carport. This item was recommended for approval by a 5:0 vote of the Planning and Zoning Commission.

Agenda Item Summary

The applicant is proposing a 20x20ft green, metal carport, with a pitched roof. The carport will be approximately 16ft from the edge of paving along Browning Street, 41.3ft from the western property line, and 1ft from the eastern property line. The applicant stated that his residence does not have a garage and the carport is needed to protect his vehicle.

As illustrated by the applicant's front-yard and others within the same block, there are several existing fences and mature trees already within the front-yards along this street. As such, and considering the 16ft. setback from Browning Street, Planning Staff believes that should the request be approved, a carport within the applicant's front-yard will not be readily visible or disrupt the existing streetscape character.

Requested Action

The applicant is proposing a 20x20ft green, metal carport, with a pitched roof.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. No objections were received. Notices were sent out to property owners within 200 feet regarding the proposed rezoning. At the time of this writing, the Planning Department has received 2 calls regarding this request, both with no opposition.

The item was recommended for approval by the Planning and Zoning Commission at its March 14, 2016

Amarillo City Council Agenda Transmittal Memo



Public Meeting.

City Manager Recommendation

Planning and Legal Staff have reviewed the associated Ordinance and exhibit and recommends the City Council approve the item as submitted.

ORDINANCE NO. 7594

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 34th AVE & BROWNING ST, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of Lot 7, Block 38, Grandview Addition Unit No. 11, Section 139, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit 180 for placement of a carport.

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.

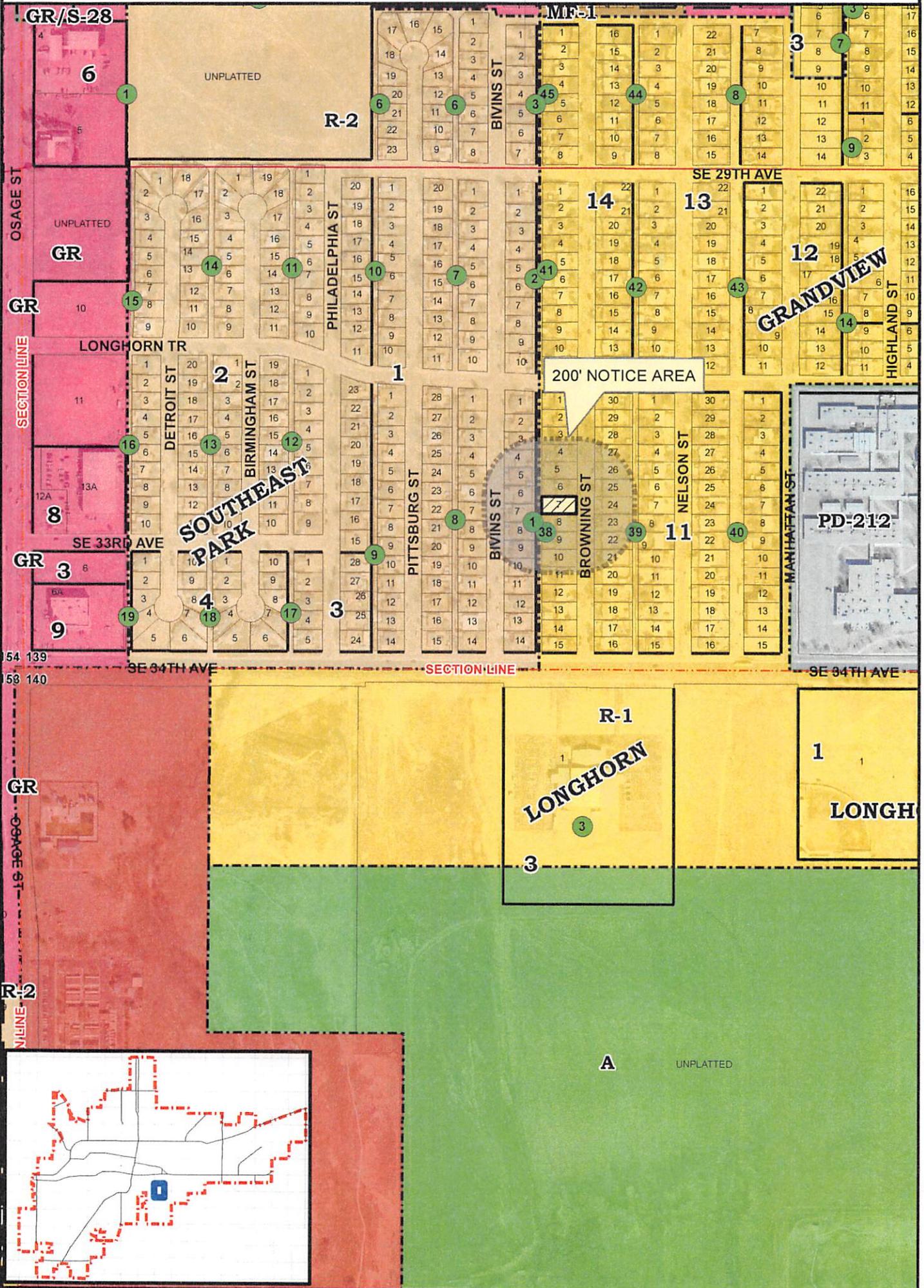
INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the _____ day of March, 2016 and PASSED on Second and Final Reading on this the _____ day of March, 2016.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

REZONING FROM R-1 TO R-1 W/ SUP



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'
Date: 2-19-16
Case No: Z-16-11



Z-16-11 Rezoning of Lot 7, Block 38, Grandview Addition, Section 139, Block 2, AB&M Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit for placement of a carport.

Applicant: Don K. Wells

Vicinity: SE 34th Ave & Browning St

AP: Q-13

Amarillo City Council Agenda Transmittal Memo



Meeting Date	3/22/2016	Council Priority	Community Appearance
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Department	Planning Department
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Agenda Caption

ORDINANCE NO. _____:

This is the first reading of an ordinance rezoning a 1.49 acre tract of land in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District. This item was recommended for approval by a 5:0 vote of the Planning and Zoning Commission.

Agenda Item Summary

The applicant is requesting General Retail (GR) zoning in order to develop the tract with various commercial uses. As recommended by the City’s Comprehensive Plan, City development policies encourage the Neighborhood Unit Concept of development (NUC). This concept recommends that within a typical section of land bordered by section-line arterials, a gradual transition in zoning occur, whereby non-residential land uses locate at or near section-line arterial intersections, higher density residential uses occur mid-section along an arterial, with lower density residential uses and open space occurring within the section’s interior.

Although the NUC discourages “commercial strip” development along arterials, this property is adjacent to Soncy Rd/Loop 335, which has long been designated and developed as a major commercial corridor and as such, staff is of the opinion the request is in character with previous zoning and development patterns along Soncy Rd/Loop 335 and will not have any detrimental impacts on the area.

Requested Action

The applicant is requesting General Retail zoning in order to develop the tract with various commercial uses.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. No objections were received. Notices were sent out to property owners within 200 feet regarding the proposed rezoning. At the time of this writing, the Planning Department has received no negative comments regarding this request.

Amarillo City Council Agenda Transmittal Memo



The item was recommended for approval by the Planning and Zoning Commission at its March 14, 2016 Public Meeting.

City Manager Recommendation

Planning and Legal Staff have reviewed the associated Ordinance and exhibit and recommends the City Council approve the item as submitted.

ORDINANCE NO. 7595

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SONCY ROAD/ LOOP 335 & HERITAGE HILLS PKWY, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of a 1.49 acre tract of land in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District.

DESCRIPTION

A 1.49 acre± tract of land situated in Section 65, Block 9, B.S. & F. Survey, Randall County, Texas and being a portion of a 662.340 acre tract of land as described in that certain instrument of conveyance recorded under Clerk's File No. 2008005957 of the Official Public Records of Randall County, Texas, said 1.49 acre± tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. on February 5, 2016 and being more particularly described by metes and bounds as follows:

COMMENCING at a 3/8 inch iron rod with cap stamped "RPLS 4664" found in the North line of said Section 65, from whence the Northeast corner of said Section 65 bears South 89° 45' 43" East, 100.00 feet;

THENCE South 00° 33' 08" East (base line) along the West monumented right-of-way line of Loop Highway 335 /Soncy Road a distance of 2126.81 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the most Easterly Northeast corner of Heritage Hills Unit No. 2, an addition to the City of Amarillo, Randall County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 2014018558 of the Official Public Records of Randall County, Texas, same point being the Southeast and BEGINNING CORNER of the herein described tract of land, from whence the most Southerly Southeast corner of said Heritage Hills Unit No. 2 bears South 00° 33' 08" East, 94.00 feet;

THENCE South 89° 40' 36" West, 481.41 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the Southwest corner of this tract of land, same point being an interior jog corner of said Heritage Hills Unit No. 2;

THENCE North 00° 33' 02" West along an East line of said Heritage Hills Unit No. 2, a distance of 135.00 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at

to the City of Amarillo, Randall County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 2013019275 of the Official Public Records of Randall County, Texas, same point being a Northeast corner of said Heritage Hills Unit No. 2, bears North 00° 33' 02" West, 1171.56 feet;

THENCE North 89° 40' 36" East, 481.41 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the West monumented right-of-way line of said Loop Highway 335 (Soncy Road) at the Northeast corner of this tract of land;

THENCE South 00° 33' 08" East along the West monumented right-of-way line of said Loop Highway 335/Soncy Road 135.00 feet to the PLACE OF BEGINNING and containing a computed area of 1.49 acres of land, more or less.

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.

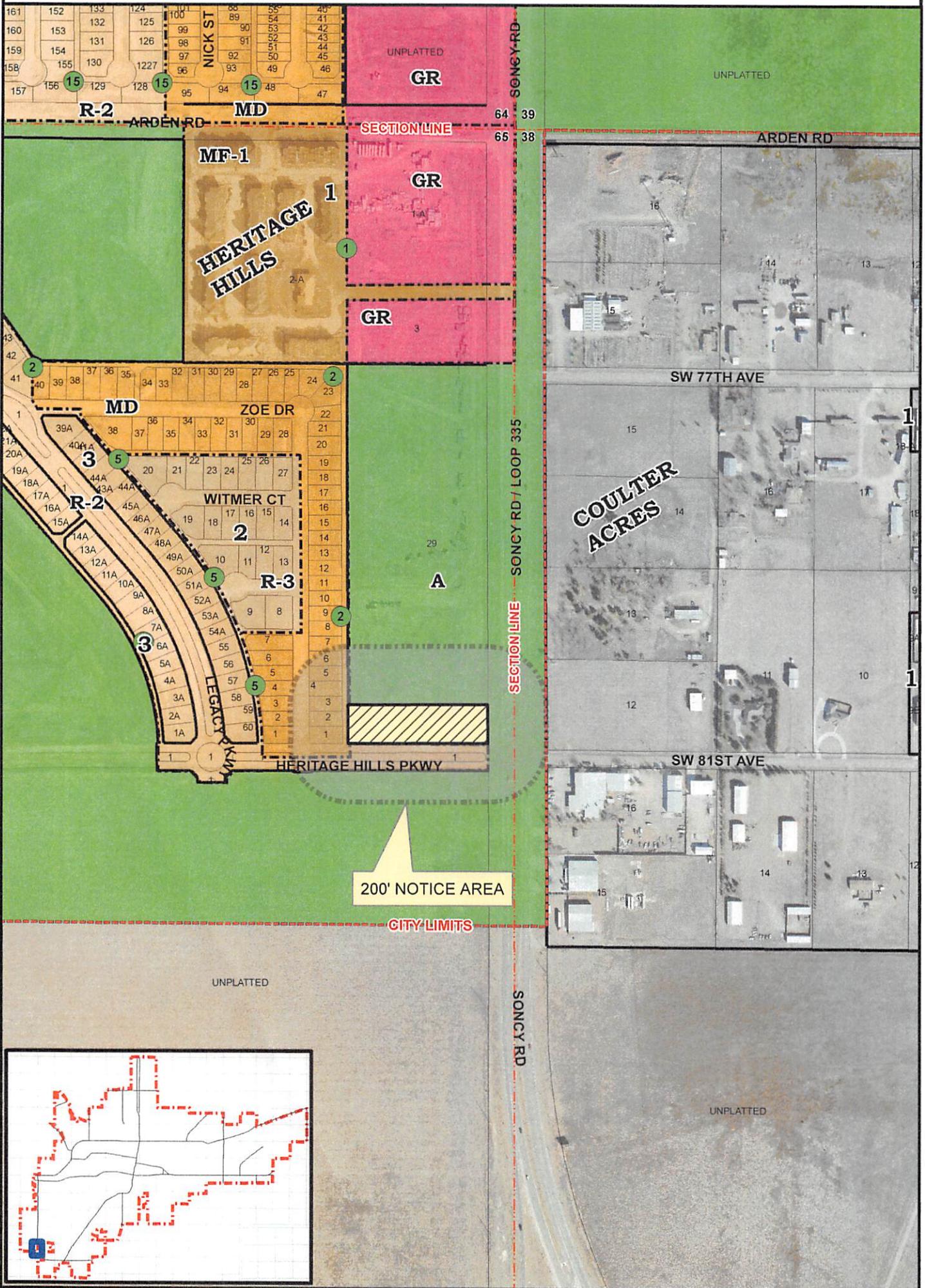
INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the _____ day of March, 2016 and PASSED on Second and Final Reading on this the _____ day of March, 2016.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

REZONING FROM A TO GR



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'
 Date: 3-4-16
 Case No: Z-16-12



Z-16-12 Rezoning of a 1.49 acre tract of land in Section 65, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to General Retail District.

Applicant: Perry Williams

Vicinity: Soncy Rd/Loop 335 & Heritage Hills Pkwy
 AP: H-17



RESOLUTION NO. _____
A RESOLUTION SUPPORTING THE SUBMISSION OF AN APPLICATION
FOR A CULTURAL DISTRICT FOR AT LEAST TEN (10) YEARS TO BE
NAMED: AMARILLO CULTURAL DISTRICT.

WHEREAS, a cultural district has been designated to assist the district and community to develop a public-private partnership to support said district and,

WHEREAS, the Amarillo Cultural District will include downtown Amarillo, Amarillo College Washington Street Campus, Amarillo Little Theatre/ Wolflin area, Sunset Center Art Galleries, and Historic Route 66 and,

WHEREAS, Center City of Amarillo, Inc. has signed a resolution of support for said cultural district and,

WHEREAS, the Texas Commission on the Arts will be petitioned to designate said cultural district.

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

- Section 1. The City endorses the submission of this application and agrees to participate in the development and financial support of said cultural district.
- Section 2. The City endorses the goal of economic development of said cultural district within the context of preservation and rehabilitation of our historic buildings.
- Section 3. The City endorses the goal of tourism development of said cultural district within the context of contributing to the overall visitor development goals of the city.
- Section 4. The City will appoint a city official to represent the city on the governing board of said cultural district.
- Section 5. City staff is directed to actively support and cooperate with governing board to develop and maintain said cultural district.
- Section 6. The City requests all residents of Amarillo and especially those citizens who own property or businesses within said cultural district to support, promote and help maintain activities and events in said district.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this _____ day of March, 2016.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 29, 2016	Council Priority	Long Term Plan for Infrastructure
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Department	Capital Projects & Development Engineering
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Agenda Caption

PRESENTATION:
This Item is a presentation and update on the Wastewater Collection Improvements Project # 521887: 30" Sanitary Sewer Main West of Soncy Blvd from South 45th Avenue North of I-40.

Agenda Item Summary

This presentation is to review and update the status on the Wastewater Collection Improvements Project # 521887: 30" Sanitary Sewer Main West of Soncy Blvd from South 45th Avenue North of I-40. The presentation will include an overview of the project. City Staff and Contractors involved will be recognized.

Requested Action

N/A

Funding Summary

N/A

Community Engagement Summary

Updates provided.

Staff Recommendation

N/A

Amarillo City Council Agenda Transmittal Memo



A

Meeting Date	March 29, 2016	Council Priority	N/A
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Department	Information Technology
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Agenda Caption

Purchase – Network Security Equipment:

Award on Texas Department of Information Resources (DIR) Cooperative Purchasing Contract to: Solid Border, Inc. -- \$464,444.00

This item approves the purchase of network security hardware and related licensing, implementation, support, and staff training to provide network threat assessment, detection and prevention, forensic analysis capabilities, and Internet content filtering across all segments of the City's IT network infrastructure.

Agenda Item Summary

This purchase modernizes the City's network security posture, providing capabilities not possible with existing equipment.

Requested Action

Approval of award to Solid Border, Inc. in the amount of \$464,444.00.

Funding Summary

Funding is available in Information Technology account 620037.17400.1040.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

PURCHASING DEPARTMENT

BID EVALUATION AND RECOMMENDATION FORM

City Departments **must complete** this form for all bids over \$10,000.00.

DATE March 21, 2016

Bid Recommendations properly completed and submitted **by the close of business on Wednesday** will be presented to the City Manager's office for consideration of placement on the **following Friday's City Council Agenda**. City Council consideration will occur the Tuesday following placement on the agenda.

BID ITEM Network Security Equipment BID NO. 37982

DEPARTMENT Information Technology

DEPARTMENT HEAD APPROVAL _____ DATE _____

DIVISION DIRECTOR APPROVAL _____ DATE _____

REFER TO INSTRUCTIONS ABOVE FOR ASSISTANCE IN COMPLETING THE ITEMS BELOW:

1. ITEM USE; PROJECT DESCRIPTION:

A. Please state what is being purchased and give a detailed project description.

Items 1 – 14, 16 – 17, and 21 - 22 represent the purchase of network security hardware and 1 year of related support and software licensing to provide threat detection and prevention, forensic analysis capabilities, and Internet content filtering across all segments of the City's network infrastructure.

Item 15 represents 4 passes to the vendor's annual security conference, which will provide 4 days of hands-on training and labs at no additional cost to the City.

Items 18 – 19 represent 5 days of virtual training for IT staff regarding the firewall configuration and capabilities of the new system.

Item 20 represents 4 days of implementation support provided by the vendor from an onsite engineer.

B. Is this purchase an addition, replacement or a one-time purchase? If this is a replacement, please include a description of what is being replaced.

This purchase is for additional equipment, to provide network security monitoring and response capabilities which are not possible with existing equipment.

C. Provide a color copy of drawings, sketches, or photos of the items you are recommending. (Capital, equipment, utilities, public works, etc).

N/A

2. BID EVALUATION; RECOMMENDATION:

A. Vendor name and total dollar amount to be awarded.

Items 1 – 22 Award to Solid Border in the amount of \$464,444.00 per the DIR State contract DIR-TSO-2700.

B. Is it being awarded to the low bidder? If not, why?

The hardware is being purchased through the State of Texas DIR contract.

- C. Were specifications met? If not met, what exceptions were taken and accepted?

All specifications have been met.

- D. Is this vendor proprietary? If item is proprietary, include a detailed justification. At a minimum, state how and why proprietary item is necessary or advantageous.

The hardware is not proprietary.

- E. State the last procurement date for this item, if applicable, and indicate the total average percentage of increase or decrease in price since last purchase.

No prior purchase history is available for these items.

- F. If this is being purchased on any type of contract, (HGAC, Buyboard, etc.), please state why this would be advantageous to the City of Amarillo.

Discounted pricing has been pre-negotiated through the State DIR contract.

3. **FUNDING SOURCE:**

- A. Identify budgeted account, job or grant number(s) including description(s) and indicate if state and/or federal funds will be utilized for this purchase.

Items 1 – 22 Funding is available in 620037.17400.1040 (Security Architecture – Contract Payment – Improvements #1).

No state or federal funds will be utilized for this purchase.

- B. Provide budget account balance. Provide completion status of all job or grant expenditures **showing remaining balance** of job, grant or capital account.

The account balance for job 620037 is \$468,000.

- C. Provide a comparison of the actual bid price vs. budget estimate if applicable.

N/A

- D. For job or grant accounts, provide original date that it was set up.

The job was created in March, 2016.

Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 29, 2016	Council Priority	N/A
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Department	Information Technology
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Agenda Caption

Award - Dell Computer Hardware:
Dell -- \$67,954.86

The purchase is part of the ongoing IT computer replacement schedule, and new equipment requested by departments during the 2015 fiscal year budget process.

Agenda Item Summary

Six tablets will provide computing capabilities for Environmental Laboratory personnel in the field. The remaining computer hardware will replace computers that have been in service for a minimum of six years.

Requested Action

Approval of award to Dell in the amount of \$67,954.86.

Funding Summary

Funding is available in Information Technology account 62140.51980 and Environmental Laboratory account 52281.51980.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Bid No. 5388 DELL DESKTOPS AND LAPTOPS REPLACEMENTS
Opened 4:00 p.m.March 16,2016

To be awarded as one lot DELL

Line 1 Microcomputers, desktop dell
form factor desktop, per specifications

50 ea		
Unit Price	\$858.050	
Extended Price		42,902.50

Line 2 Microcomputers, laptop dell
latitude e6440, per specifications

10 ea		
Unit Price	\$1,275.630	
Extended Price		12,756.30

Line 3 Microcomputers, handheld dell
venue 11 pro tablet, per specifications

6 ea		
Unit Price	\$1,534.430	
Extended Price		9,206.58

Line 4 Microcomputers, laptop dell xps
13, per specifications

2 ea		
Unit Price	\$1,544.740	
Extended Price		3,089.48

Bid Total		67,954.86
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Award by Vendor		67,954.86
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Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 29, 2016	Council Priority	N/A
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Department	Information Technology
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Agenda Caption

Award – Server Hardware Implementation:

Presidio Networked Solutions Group, LLC -- \$80,916.96

This contract is for professional consulting services to configure previously procured Cisco server hardware and provide related software licensing. The resulting solution will utilize virtualization technology to help modernize and consolidate the City's server infrastructure.

Agenda Item Summary

The consulting services and required VMware licensing will facilitate the implementation of the Cisco UCS blade server chassis and Nimble storage which were purchased in December 2015.

Requested Action

Approval of award to Presidio Networked Solutions Group, LLC in the amount of \$80,916.96.

Funding Summary

Funding is available in Information Technology job 620035.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 29, 2016	Council Priority	Infrastructure Initiative
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Department	Capital Projects & Development Engineering
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Agenda Caption

Award – Storm Sewer Repairs in Willow Street at 43rd Avenue & 40th Avenue and the Intersection of SE 34th Avenue and Grand Street:
Williams Ditching, LLC - \$151,380.25

This item is to approve the contract for the Storm Sewer Repairs in Willow Street at 43rd Avenue and 40th Avenue and the Intersection of SE 34th Avenue and Grand Street. This project will consist of the removing and replacing collapsed storm sewer pipe in Willow Street and repairs in the 34th Avenue and Grand Street Intersection. Funding for this project was approved utilizing the Drainage Utility E&I Fund.

Agenda Item Summary

Award of Contract for the Storm Sewer Repairs in Willow Street at 43rd Avenue and 40th Avenue and the Intersection of SE 34th Avenue and Grand Street.

Requested Action

Consider approval and award to Williams Ditching, LLC - \$151,380.25

Funding Summary

Funding for this project is available in the project Budget Number 560075.17400.1040.

Community Engagement Summary

This project will have modest impact to the neighborhood. City staff will continually update the public with press releases and public announcements through social media before and during the project. The Project Manager will send notifications to the property owners and will conduct a public meeting prior to construction for affected citizens.

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 5350 Street & Drainage Improvements: Storm Sewer Repairs in Willow Street at SE 43rd Ave & SE 40th Ave & the Intersection of SE 34th Ave & Grand
 Opened 4:00 p.m., March 10, 2016

To be awarded as one lot	Williams Ditching LLC	LA Fuller & Sons Const LTD
Line 1 Concrete curb and gutter removal with saw cuts where necessary (COA 4.02) complete, per specifications		
10 Lin Ft		
Unit Price	\$74.000	\$12.00
Extended Price	740.00	120.00
Line 2 Removal and disposal of traffic island, (COA 4.02) complete, per specifications		
25 Sq Ft		
Unit Price	\$21.800	\$10.00
Extended Price	545.00	250.00
Line 3 Fill existing pipe as identified on plans with flowable fill material, (TxDOT Item 401) complete, per		
8 Cu Yd		
Unit Price	\$104.750	\$252.00
Extended Price	838.00	2,016.00
Line 4 Six inch (6") compacted flexible base, (COA 4.05) complete, per specifications		
152 Sq Yd		
Unit Price	\$48.950	\$23.00
Extended Price	7,440.40	3,496.00

To be awarded as one lot	Williams Ditching LLC	LA Fuller & Sons Const LTD
Line 5 Twelve inch (12") compacted flexible base, Type A-C Grade 3, (COA 4.05) complete, per specifications		
147 Sq Yd		
Unit Price	\$66.150	\$36.00
Extended Price	9,724.05	5,292.00
Line 6 Six inch (6") 3000 psi concrete curb and gutter, minimum 3000 psi at 28 days, as detailed on plans, (COA 4.09) complete, per specifications		
10 Lin Ft		
Unit Price	\$211.000	\$45.00
Extended Price	2,110.00	450.00
Line 7 Reinforced concrete traffic median island, (COA 4.09) installed complete, per specifications		
25 Sq Ft		
Unit Price	\$101.700	\$59.00
Extended Price	2,542.50	1,475.00
Line 8 Furnish, haul, place and compact two inch (2") hot-mix asphaltic concrete, type D, (COA 4.13) complete, per specifications		
397 Sq Yd		
Unit Price	\$54.650	\$37.00
Extended Price	21,696.05	14,689.00

To be awarded as one lot	Williams Ditching LLC	LA Fuller & Sons Const LTD
Line 9 Trenching, supplying, laying, joining, and backfilling eighteen inch (18") reinforced concrete pipe, Class III, (COA 5.01) installed complete, per specifications		
268 Lin Ft		
Unit Price	\$167.600	\$154.00
Extended Price	44,916.80	41,272.00
Line 10 Trenching, supplying, laying, joining and backfilling of Twenty-four inch (24") HDPE storm sewer, (COA 5.02) installed complete, per specifications		
5 Lin Ft		
Unit Price	\$570.000	\$886.00
Extended Price	2,850.00	4,430.00
Line 11 Trenching, supplying, laying, joining, and backfilling of forty-two inch (42") HDPE storm sewer, (COA 5.02) installed complete, per specifications		
36 Lin Ft		
Unit Price	\$311.150	\$333.50
Extended Price	11,201.40	12,006.00
Line 12 Trenching, supplying, laying, joining and backfilling of forty-eight inch (48") HDPE storm sewer, (COA 5.02) installed complete, per specifications		
150 Lin Ft		
Unit Price	\$206.700	\$358.00
Extended Price	31,005.00	53,700.00

To be awarded as one lot	Williams Ditching LLC	LA Fuller & Sons Const LTD
Line 13 Furnish, install, and maintain trench safety system complying with OSHA rules and regulations, per specifications		
191 Lin Ft		
Unit Price	\$7.550	\$2.00
Extended Price	1,442.05	382.00
Line 14 Furnish, install, and maintain traffic control plan, (COA 9.04) complete, per specifications		
1 Lump Sum		
Unit Price	\$8,784.000	\$5,107.00
Extended Price	8,784.00	5,107.00
Line 15 Mobilization/Demobilization including Insurance, Payment Bond, Performance Bond, Maintenance Bond, and related Ancillary Costs. (Shall not exceed three percent (3%) of the Total Construction Cost) (COA 10.01), per specifications		
1 Lump Sum		
Unit Price	\$4,389.000	\$4,662.00
Extended Price	4,389.00	4,662.00
Line 16 Trenching, repairing and backfilling of pipe joint at junction box per TxDOT Item 465 specifications, complete, per specifications		
2 Ea		
Unit Price	\$578.000	\$3,550.00
Extended Price	1,156.00	7,100.00
Bid Total	151,380.25	156,447.00
Awarded to Vendor	151,380.25	

Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 29, 2016	Council Priority	Infrastructure Initiative
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Department	Capital Project & Development Engineering
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Agenda Caption

Award of Contract- Purchase Groundwater Rights

The Contract, in the amount of \$198,360, is for the purchase of groundwater rights to add acreage in proximity of the City owned Well #518 to the Potter Country Well Field Permit. This purchase will be in compliance with Panhandle Groundwater Conservation District rules.

Agenda Item Summary

Award of Contract- Purchase Groundwater Rights

Requested Action

Consider and approve of Purchase of Groundwater Rights

Funding Summary

No state or federal funds are involved. If approved funding for the purchase of this groundwater rights is available in the City's water rights proceeds account.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval.

CONTRACT OF SALE
(Groundwater Rights)

This Contract of Sale ("CONTRACT") is made and entered into by and between Joyce Cockrell and Glenn Cockrell, hereinafter referred to as "SELLER" (whether one or more), and the City of Amarillo, hereinafter referred to as "PURCHASER."

RECITALS:

A. SELLER is the sole owner of that certain real property located in Carson County, Texas ("Real Property") described in Exhibit A attached hereto and incorporated herein, including all of the Groundwater Rights (as hereinafter defined) related thereto.

B. SELLER will sell to PURCHASER and PURCHASER desires to purchase from SELLER the Groundwater Estate (as hereinafter defined) portion of the Real Property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, as set forth in this CONTRACT, SELLER and PURCHASER agree as follows:

I.

SALE AND PURCHASE; GROUNDWATER ESTATE

1.01 Sale and Purchase. SELLER agrees to sell and convey to PURCHASER, and PURCHASER agrees to purchase and accept from SELLER, for the price and subject to the terms, covenants, conditions and provisions herein set forth all of the Groundwater (as defined below) now or in the future located in or under the Real Property, together with all associated rights related to the Groundwater, including, but not limited to, the right to withdraw, produce, transport, and/or otherwise beneficially use such. As used herein, "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths, and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel and excluding any water that is not located in the "Ogallala Formation". For purposes of this CONTRACT, the "Ogallala Formation" means the heterogeneous geologic water bearing formation containing the Ogallala Aquifer (Groundwater Estate).

1.02 Reservation from Conveyance and Conditions of Conveyance. PURCHASER and SELLER agree that the following terms, reservations and conditions shall apply to the purchase and sale of the Groundwater Estate.

a. There is hereby reserved unto SELLER, its successors and assigns, the right to utilize Groundwater, at no cost to SELLER, in, on and under the Real Property solely for domestic and livestock use on the Real Property ("Reserved Groundwater"), as herein provided. As used herein, the term "domestic and livestock use" shall mean use of such Groundwater on the Real Property solely for household uses by SELLER, its heirs, successors and assigns, and for watering of domestic and grazing animals. In all cases, "domestic and livestock use" shall be limited in terms of maximum production per well, and any new wells drilled later, windmill, or other to those limits commonly ascribed by law or groundwater district regulation unless otherwise agreed by SELLER and PURCHASER. The right to utilize the Reserved Groundwater shall include the right to own, use, maintain, repair and rework windmills and other wells equipped with other types of pumps located on the Real Property. SELLER acknowledges and agrees that SELLER shall not have the right to use or allow the use of Groundwater in, on and under the Real Property for operation of crop irrigation, feed

yard purposes, dairy operations, confined animal feeding operations, mining operations, or other industrial or commercial purposes, except that the owners of the Real Property shall have the right to use Groundwater for oil, gas, and mineral drilling and exploration, excluding water flooding or secondary recovery operations.

SELLER shall have the right to pipe, at SELLER'S expense, the Reserved Groundwater from SELLER's wells to adjacent real properties wholly owned by SELLER for domestic and livestock use. In addition to wells used by SELLER on the Real Property, the mineral owners may use one well for each oil or gas well drilled as reasonably necessary during the drilling, completion, recompletion, reworking, remediation, and re-vegetation process. After these processes have been completed, SELLER shall have right to use the well, subject to the limitation set out above. At Closing the parties shall impose restrictions on the Real Property, in form and content acceptable to PURCHASER, which expressly sets out the pumping restrictions set forth herein, and which make such restrictions enforceable by injunction. PURCHASER, subject to authorization, which authorization shall not be unreasonably withheld, shall have the right of ingress and egress to and from SELLER's Real Property.

b. PURCHASER shall not have the right to use, in any manner, any Surface Water (as defined below) located on the Real Property. PURCHASER shall not have the right to prohibit or restrict SELLER from using Surface Water pumped from SELLER's own facilities. The term "Surface Water" shall be understood to mean any water, flowing or stationary, naturally presenting itself above the top layer of soil, be that top layer of soil a lake or stream bed, whether the source of the water is from runoff, overflow, springs or seeps. SELLER shall be prohibited from creating Groundwater fed or maintained lakes or ponds; however, non-wasteful reasonable livestock drinking tanks and their reasonable overflow into earthen tanks or ponds shall be permitted. Notwithstanding the foregoing, nothing herein shall prohibit PURCHASER from fully utilizing the Groundwater Rights, even though such use may cause a decline in the Surface Water.

c. SELLER shall have the right, in the future, to construct additional improvements on the Real Property as long as the improvements do not increase the use of the Reserved Groundwater beyond the use limitation set forth in Section 1.02a, and the size and location of these additional improvements do not unreasonably interfere with PURCHASER's use of the Groundwater Estate. SELLER shall consult with PURCHASER before the construction of permanent improvements on the Real Property, including Residence Units, to determine whether PURCHASER has any plans for the construction of Facilities within the area to be occupied by SELLER's improvements, and SELLER shall use reasonable efforts to accommodate PURCHASER's plans for the location of its Facilities.

SELLER and PURCHASER acknowledge that conditions relating to the Groundwater and use of the Groundwater Estate by PURCHASER and the use of the Real Property and Reserved Groundwater by SELLER may change in the future so that the provisions of this CONTRACT do not adequately address the changed conditions. If such changes do take place, PURCHASER and SELLER agree to negotiate in good faith to reach mutually-acceptable amendments to the CONTRACT to address such changed conditions.

II. CONSIDERATION

2.01 Price. PURCHASER shall pay and SELLER will accept the sum of One Hundred Ninety-Eight Thousand, Three Hundred Sixty and 00/100 Dollars (\$198,360.00) for the Groundwater Estate. As additional consideration Purchaser will entitle SELLER to one (1) tap on PURCHASER's collection line and that SELLER will also be entitled to tap the water collecting system located on /or the adjacent property in the event any of the SELLER's wells are no longer capable of producing water due to the depletion of the water table. SELLER will be entitled to such tap on PURCHASER's collecting system as is necessary to replace production for each well that is no longer capable of producing water due to depletion of the water table. All water from the tap of PURCHASER's line or collection system is subject to the following: 1) The tap will be a one (1) inch tap. 2) The location of the tap will be specified in writing and agreed to by SELLER and PURCHASER. 3) The water taken by SELLER will only be used for domestic and livestock use. 4) Seller will be responsible for paying PURCHASER for all water taken at the water rates effective for water taken outside City limits at the time the water is taken. 5) SELLER will practice reasonable conservation in the use of the water and will not use it in a wasteful manner. PURCHASER will provide, install, and maintain a meter for the tap. PURCHASER does not guarantee the availability of water in its collection line or collecting system.

2.02 Independent Consideration. Within five (5) business days following the execution of this CONTRACT by SELLER and PURCHASER, PURCHASER shall deliver to SELLER a check in the amount of One Thousand and 00/100 Dollars (\$1000) ("Independent Consideration"), which amount has been bargained for and agreed to as independent consideration for this CONTRACT. The Independent Consideration is in addition to and independent of any other consideration or payment provided in this CONTRACT, is non-refundable, shall be retained by SELLER notwithstanding any other provisions of this CONTRACT, and shall not be applied to the Final Purchase Price at Closing.

2.03 Fences, Gates, and Cattle Guards. If PURCHASER is required to cut or otherwise disturb any of SELLER's fences in PURCHASER's operations on the Real Property, prior to cutting any fences, PURCHASER shall H-frame the fence on either side of the proposed cut. If PURCHASER elects to maintain an opening in any of SELLER's fences in PURCHASER's operations on the Real Property, PURCHASER shall, at PURCHASER's sole expense, install in the opening a good and substantial metal gate capable of turning livestock. For an opening in any interior fence, PURCHASER shall have the option, at PURCHASER's sole expense, to install a cattle guard sufficient to handle oil field traffic and normal ranch traffic at the opening (not smaller than 6 feet by 15 feet), instead of a gate, provided that PURCHASER maintains the cattle guard (including, without limitation, the removal of trash, brush, and silt deposits). Adjacent to every cattle guard placed on the Real Property by PURCHASER there will be installed by PURCHASER, at PURCHASER's sole expense, at SELLER's option, a swinging (or hinged) metal gate with pipe corners through which livestock may be moved. All fence repair and construction shall be substantially similar to the construction of existing fences on the Real Property, except that pipe corners shall always be used. Fence corners and gate supports shall be set in concrete in a good and workman like manner. PURCHASER shall be responsible for any loss of livestock or damages caused by livestock because of PURCHASER's failure to properly close gates or to properly contain livestock when working on gates, cattle guards, or fences. All gates and cattle guards installed on the Real Property shall be considered permanent improvements and shall remain as permanent fixtures. Any new fencing shall be constructed using steel posts set no farther apart than twelve feet.

III.
SURVEY

3.01 Survey. PURCHASER has obtained and Updated Survey at PURCHASER'S sole cost and expense. PURCHASER will provide to SELLER a copy of the updated survey with the property corners marked.

IV.
TITLE COMMITMENT

4.01 Title Commitment. Within thirty (30) days after the Effective Date, PURCHASER shall obtain at PURCHASER's cost; a title commitment ("Commitment"), together with legible copies of all documents and plats, if any, which are shown as Schedule B or C exceptions on the Commitment ("Title Documents") issued by Excel Title Group (Settlement Agent) or its underwriter showing SELLER as the record title owner of the Groundwater Rights, by the terms of which Underwriter agrees to issue to PURCHASER at Closing an owner's policy of title insurance ("Title Policy") in the amount of the Purchase Price on the standard form therefore promulgated by the Texas Department of Insurance insuring PURCHASER's fee simple title to the Groundwater Rights, subject to the terms of such policy and the Schedule B exceptions.. On or before ten (10) days after PURCHASER's receipt of the Commitment, PURCHASER shall provide SELLER with written notice of any objections to the Schedule B exceptions). All objections raised by PURCHASER in the manner herein provided are hereinafter called "Objections". All Schedule C items set forth in the Commitment shall be satisfied by SELLER at or prior to Closing.

SELLER may, but shall not be obligated to, cure such Objections within thirty (30) days after SELLER's receipt of PURCHASER's notice of such Objections. In the event SELLER is unable or unwilling to cure all Objections within thirty (30) days of receipt of notice of PURCHASER's Objections, PURCHASER may, at its election, on or before the Closing Date: (a) terminate this Contract in its entirety by giving SELLER written notice, and neither party to this Contract shall thereafter have any further rights, liabilities or obligations hereunder; or (b) waive any such uncured Objections and proceed to Closing or (c) terminate this Contract as to that portion of the Real Property affected by the uncured Objections and proceed to Closing as to the remainder of the Real Property.

The term "Permitted Exceptions" as used in the Contract shall include and be limited to: (a) all Schedule B exceptions not objected to by PURCHASER within the period herein provided; (b) the standard printed Schedule B exceptions; and (c) any Objections by PURCHASER which are waived in the manner herein provided.

PURCHASER shall take such action as is necessary to keep the Commitment in full force and effect throughout the term of this Contract and shall cause to be furnished to PURCHASER a revised Commitment within fifteen (15) days prior to Closing, and any matters reflected thereon not previously reflected in the original Commitment shall be objections to title giving rise to the same remedies of PURCHASER as contained in this Section 4.01.

V.
REPRESENTATIONS, WARRANTIES, AND COVENANTS

5.01 PURCHASER's Right to Inspect. Within forty-five (45) calendar days after the Effective Date, SELLER, shall furnish to PURCHASER true and correct copies of the following items, to

the extent in SELLER's possession or they are known by SELLER to be available to SELLER (collectively, the "Documents"):

- a. Copies of all leases currently affecting the Groundwater Estate or the Real Property, including all amendments, modifications and supplements thereto;
- b. Copies of all agreements or documentation relating to or which may relate to or affect the Real Property or Groundwater Estate;
- c. Any notices or correspondence from the District to SELLER relating to the Groundwater Rights and/or the Real Property;

Up to and through the date of the Closing this transaction, SELLER, after obtaining actual knowledge of any changes, additions, deletions, or modifications in or to any of the Documents to be provided by SELLER to PURCHASER in accordance with the provisions of this Section 5.01, shall promptly advise PURCHASER, of the same in writing and SELLER shall provide PURCHASER with true, correct and complete copies of the documents providing such changes, additions, deletions, or modifications. If copies are not available, a written summary of such changes, additions, deletions, or modifications will be provided by SELLER to PURCHASER.

PURCHASER hereby acknowledges that SELLER has not made and does not make any warranty or representations regarding the truth or accuracy of the Documents or the source thereof, and SELLER has not undertaken any independent investigation as to the truth or accuracy of the Documents.

VI. REMEDIES

6.01 SELLER's Remedies upon PURCHASER's Default. In the event PURCHASER fails to comply with any of the provisions of this CONTRACT for any reason other than termination of this CONTRACT by PURCHASER pursuant to a right to so terminate expressly set forth in this CONTRACT or failure by SELLER to perform hereunder, SELLER shall be entitled, as its sole and exclusive remedy, to terminate this CONTRACT.

6.02 PURCHASER's Remedies upon SELLER's Default. In the event SELLER fails to comply with any of the provisions of this CONTRACT for any reason other than termination of this CONTRACT by PURCHASER pursuant to a right to so terminate expressly set forth in this CONTRACT or failure by PURCHASER to perform hereunder, PURCHASER shall be entitled to (i) terminate this CONTRACT by giving SELLER timely written notice of such election prior to or at Closing; (ii) waive the default and close; (iii) enforce specific performance hereof; and/or (iv) seek such other relief as may be available to it at law or in equity.

6.03 Attorney's Fees. In the event any litigation arises out of this CONTRACT between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable attorney's fees, expenses and costs of court expended or incurred in connection with such litigation.

VII. CLOSING

7.01 Closing Date. The Closing shall take place on a date agreed to by the SELLER and PURCHASER, but if no date is agreed to, on or before the date which is the later of (i) thirty (30) days following the expiration of the Review Period, or (iii) fifteen (15) days after PURCHASER

exercises PURCHASER's Right to Buy under Section 6.02 (the "Closing Date"), subject to PURCHASER's right to extend the Closing Date as hereinafter provided. Any provision in this CONTRACT to the contrary notwithstanding, on or before the Closing Date described above, PURCHASER shall have the right to extend this CONTRACT by a period of up to 90 days by notifying the SELLER in writing of its decision to extend. For the purpose of this Section 7.01 only, PURCHASER's notice regarding its decision to extend may be made by (i) email to SELLER, with a copy sent on the same day by certified mail to SELLER at SELLER's address for notice set forth herein, or (ii) by telephone call to SELLER, with a written notice sent on the same day by certified mail to SELLER's address for notice set forth herein. Notice made in either of these two ways shall be deemed given on the date the notice is deposited in the U.S. mail, whether or not notice is actually received. Notice given in any other manner shall be deemed effective when received. If PURCHASER exercises its right to extend contained in this Section 7.01, PURCHASER shall be deemed to have waived all contingencies and conditions to Closing set out in this CONTRACT.

7.02 Closing Matters.

- a. At Closing, SELLER shall:
 - i. Deliver full and exclusive possession of the Groundwater Rights, free and clear of all restrictions, conditions, easements, liens, and other encumbrances, except the Permitted Exceptions;
 - ii. Deliver such evidence of SELLER's capacity and authority for the closing of this transaction as Settlement Agent or PURCHASER may require; and
 - iii. Execute and deliver such documents as may be reasonably required by PURCHASER or Settlement Agent.
- b. At Closing, SELLER shall execute, acknowledge and deliver the following documents:
 - i. A Warranty Deed ("Deed") conveying to PURCHASER the Groundwater Rights, subject only to the Permitted Exceptions;
 - ii. Affidavits sufficient to permit the Settlement Agent to delete any exceptions on the Title Policy relating to parties in possession and mechanic's or materialmen's liens and such other affidavits or documents relating to the Title Policy as Settlement Agent may reasonably request.
- c. At Closing, PURCHASER shall:
 - i. Deliver the Purchase Price to the Settlement Agent;
 - ii. Deliver such evidence of PURCHASER's capacity and authority for the closing of this transaction as Settlement Agent or SELLER may reasonably require; and
 - iii. Execute and deliver such other documents as may be reasonably required by Settlement Agent.
- d. Current taxes and assessments upon the Groundwater Rights, if any, shall be prorated

as of the Closing. SELLER shall pay all ad valorem taxes, if any, relating to the Groundwater and Groundwater Rights until the Closing Date. From and after the Closing Date, PURCHASER shall be responsible for all taxes, water fees, assessments, levies, charges and surcharges (including any fees and taxes assessed by the District) associated with the ownership, pumping and use of the Groundwater Rights. SELLER shall otherwise be responsible for paying all ad valorem taxes relating to the Real Property prior to and after Closing. SELLER shall pay any delinquent ad valorem taxes (including penalties and interest) with respect to the Real Property prior to Closing. Notwithstanding anything contained herein to the contrary, SELLER shall be responsible for and shall indemnify PURCHASER against any taxes, including penalties and interest, attributable to the Real Property and/or Groundwater Rights for the period prior to Closing, including but not limited to rollback taxes. All other bills and expenses attributable to the Groundwater Rights prior to the Closing Date shall be paid by SELLER prior to Closing. The provisions of this paragraph 7.02(d) shall survive Closing.

7.03 Closing Costs. At Closing, SELLER shall pay the cost of tax certificates. PURCHASER shall pay the cost of the updated survey, if any, and all recording fees. Except as otherwise provided in Section 6.03, each party shall be responsible for the payment of its own attorney's fees incurred in connection with the transaction which is the subject of this CONTRACT.

7.04 Real Estate Commissions. SELLER and PURCHASER each represent and warrant to the other that no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby.

VIII. CONDEMNATION AND RISK OF LOSS

8.01 Condemnation. Prior to Closing, risk of loss with regard to the Groundwater Estate and/or Real Property shall be borne by SELLER.

IX. MISCELLANEOUS

9.01 Entire Agreement. This CONTRACT constitutes the entire agreement of the parties hereto as to the subject matter hereof and shall supersede any and all prior agreements and understandings of the parties hereto, whether oral or written. This CONTRACT can be amended or modified only by written agreement executed by SELLER and PURCHASER.

9.02 Binding. This CONTRACT, and the terms, covenants, and conditions herein contained, shall be covenants running with the land and shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto. PURCHASER may assign its rights under this CONTRACT only with SELLER's written consent, which consent may be withheld by SELLER in SELLER's sole discretion.

9.03 Effective Date. The term "Effective Date" as used in this CONTRACT shall be the latest of the dates on which the parties to this CONTRACT sign this CONTRACT, as indicated by the date below each of their signatures.

9.04 Notice. Any notice, communication, request, reply or advice (collectively, "Notice") provided for or permitted by this CONTRACT to be made or accepted by either party must be in writing. Notice may, unless otherwise provided herein, be given or served by depositing the same

in the United States mail, postage paid, registered or certified, and addressed to the party to be notified, with return receipt requested; by delivering the same to such party, or an agent of such party; or by sending an email. Notices shall be addressed to the party to be notified. Notice deposited in the United States mail in the manner hereinabove described shall be effective upon such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changes as hereinafter provided be as follows:

If to SELLER:

Joyce Cockrell
6917 Silverbell Lane
Amarillo, TX 79124

Phone: (806) 803-3188
Fax:
E-mail: wwtam4@gmail.com

If to PURCHASER:

City of Amarillo
ATTN: Bob Cowell
P.O. Box 1971
Amarillo, TX 79105-1971

Phone: (806) 378-3012
Fax: (806) 378-9394
E-mail: bob.cowell@amarillo.gov

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days' written notice to the other party.

In the event of a conflict between the provisions of this Section 9.04 and the provisions of Section 7.01 of this CONTRACT regarding notice for the exercise of the PURCHASER's extension option, Section 7.01 shall control with regard to notice for the exercise of the PURCHASER's extension option.

9.05 Time. Time is of the essence in all things pertaining to this performance of this CONTRACT.

9.06 Law Governing and Venue. This CONTRACT shall be construed in accordance with and governed by the laws of the State of Texas. To the greatest extent permitted by applicable law, the parties agree that venue for any action arising in connection with this CONTRACT shall be in the Courts of competent jurisdiction in the County in which the Real Property is located and in the Federal Courts of the Northern District of Texas, Amarillo Division.

9.07 Currency. All Dollar amounts are expressed in United States currency.

9.08 Negotiation by Counsel. The parties acknowledge that each party has had the right and opportunity to review and revise this CONTRACT and to have legal counsel review and revise it,

and the parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this CONTRACT or any amendments of exhibits hereto.

9.09 Section Headings. The section headings contained in this CONTRACT are for convenience only and shall in no way enlarge or limit the scope of meaning of the various and several sections hereof.

9.10 Obligations. To the extent necessary to carry out the terms and provisions hereof, the terms, conditions, warranties, representations, obligations and rights set forth herein shall not be deemed terminated at the time of Closing, nor will they merge into the various documents executed and delivered at the time of Closing.

9.11 Business Days. In the event that the date of performance of any obligation hereunder or any period provided for in this CONTRACT shall end on a Saturday, Sunday or a legal holiday, the applicable date or period shall be extended to the first business day following such Saturday, Sunday, or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Texas.

9.12 Severability. In case any one or more of the provisions contained in this CONTRACT 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 hereof, and this CONTRACT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9.13 Exhibits. All references to exhibits contained herein are references to exhibits attached hereto, all of which are made a part hereof. It is expressly understood that if any exhibit attached hereto which is to be executed and delivered at Closing contains blanks, the same shall be completed correctly and in accordance with the terms and provisions contained herein and as contemplated hereby prior to or at the time of execution and delivery thereof.

9.14 Further Assurances. SELLER and PURCHASER agree to execute and deliver to each other from time to time, at or after Closing, all further documents that are reasonably necessary to give full effect to this CONTRACT. SELLER further agrees to cooperate fully with PURCHASER should PURCHASER, at any time after Closing, decide to annex into or join a ground water conservation district adjacent to the area which is the subject of this CONTRACT. This provision shall survive Closing.

9.15 Employee Conduct. PURCHASER shall impose upon its agents, servants, invitees, and employees and on the agents, servants, invitees, and employees of its contractors, (i) 20 MPH speed limits on the Real Property, (ii) prohibitions against hunting or fishing, and (iii) prohibitions against any other use of the Real Property for recreational purposes. No alcohol shall ever be possessed or consumed on the Real Property. PURCHASER shall be responsible for assuring compliance by its agents, servants, invitees, and employees and the agents, invitees, and employees of its contractors with all of the terms and conditions stated in this CONTRACT.

9.16 Survival of Representations and Warranties/Indemnity. All representations and warranties made in this CONTRACT by SELLER shall be continuing and shall be true and correct on and as of the date of Closing with the same force and effect as if made at that time, and shall survive Closing. SELLER agrees, jointly and severally to indemnify, defend and hold

PURCHASER harmless from and against any loss, cost, liability, claim, fine, judgment or expense, including, without limitation, attorneys' fees and court costs (i) arising out of any breach of SELLER's representations and warranties made in this CONTRACT and/or (ii) arising out of any use of the Real Property (including pumping of Groundwater) by SELLER after the Closing that is a breach of the terms of this CONTRACT, or by any use by SELLER of the Groundwater Rights or the Real Property before Closing that is a breach of the terms of this CONTRACT. All of the representations and warranties made by SELLER in this CONTRACT and the obligations contained in this Section 9.16 shall survive the Closing for a period of two (2) years.

9.17 Counterparts. To facilitate the execution of this CONTRACT, any number of counterparts of this CONTRACT may be executed, and each counterpart which is executed by or on behalf of one or more of the parties to this CONTRACT will be deemed an original instrument, but all counterparts together will constitute only one agreement. This CONTRACT will be deemed fully executed by all parties to this CONTRACT if the counterparts, together, bear the signatures of all parties to this CONTRACT. A fax of the signature of a party to this CONTRACT will be binding on the signing party and delivery of this CONTRACT by fax will constitute delivery of this CONTRACT for all purposes and will thus be binding on the party sending the fax.

9.18 Insurance. PURCHASER will require all of its agents and contractors accessing the Real Property to obtain a general liability insurance coverage and naming SELLER as an additional insured prior to being granted access.

9.19. Surface Use Agreement. PURCHASER and SELLER acknowledge that it will be necessary, in the future, for PURCHASER AND SELLER, their heirs and assigns, to negotiate a surface use agreement prior to drilling/construction of any additional well site on the Real Property

IN WITNESS WHEREOF, this CONTRACT has been duly executed in multiple counterparts (each of which is to be deemed original for all purposes) by the parties hereto on the date appearing opposite each party's signature.

SELLER:

By: Joyce Cockrell
Joyce Cockrell

Date: 3-25-2016

By: Glenn E Cockrell
Glenn Cockrell

Date: 3-25-2016

PURCHASER:

By: _____
Bob Cowell, Deputy City Manager

ATTEST:

Frances Hibbs, City Secretary

Date: _____

EXHIBIT TO CONTRACT:

Exhibit A – Real Property Owned by Seller and Groundwater Rights to be Purchased by Purchaser

EXHIBIT A
(to Contract of Sale)

REAL PROPERTY OWNED BY SELLER and
GROUNDWATER RIGHTS TO BE PURCHASED BY PURCHASER

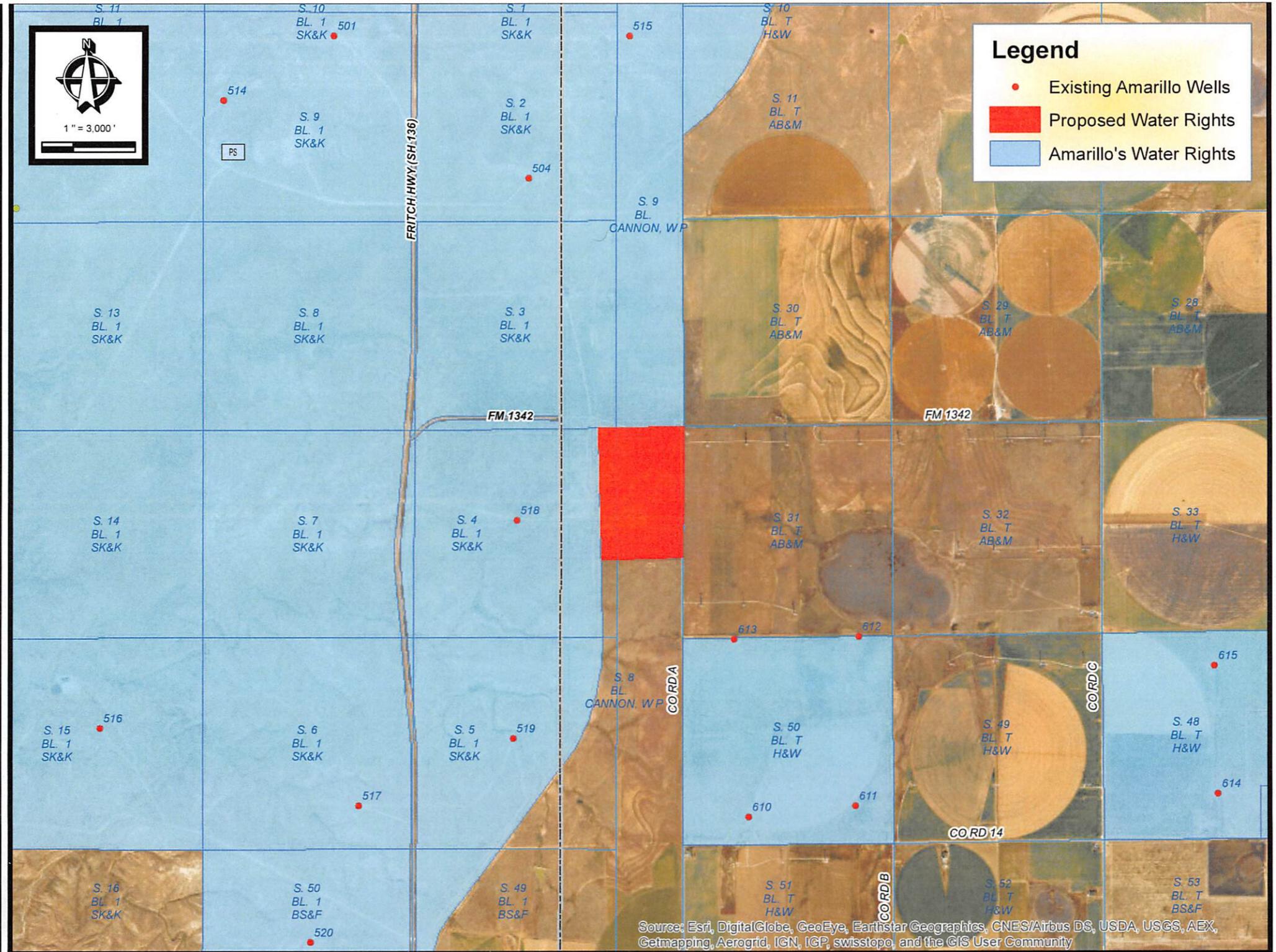
A portion of Section 4, Block 1, SK&K Survey, Carson County, Texas, Vol. 440, Page 92, containing 59.19 acres, more or less; and

A portion of Section 8, Block 1, WP Cannon Survey, Carson County, Texas, Vol. 440, Page 92, containing 112.15 acres, more or less.



Legend

- Existing Amarillo Wells
- Proposed Water Rights
- Amarillo's Water Rights



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Amarillo City Council Agenda Transmittal Memo



Meeting Date	03/29/2016	Council Priority	
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Department	Aviation
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Agenda Caption

Approval – Amendment #4, Lease Agreement: Rick Husband Amarillo International Airport: Lessee: Bell Helicopter Textron
Term:
Lease Rate: \$1.00/sf/year, with rent abatement of 10% of Building 602 up to \$20,000 (of actual costs) for the upgrade and modification of bunker to bring it into U. S. Department of Defense Unified Facilities Criteria 4-420-01 for Ammunition and Explosives Storage Magazines.

Agenda Item Summary

This item approves amendment #4 for storage at the former Air Base munitions bunkers adjacent to the Rick Husband Amarillo International Airport.

Requested Action

Approve Amendment #4 to Bell Helicopter Building 602 Lease.

Funding Summary

N/A

Community Engagement Summary

Discussion and coordination with the Lessee has been completed.

Staff Recommendation

Staff recommends the approval of Amendment #4.

**AMENDMENT NO. 4
LEASE AGREEMENT BY AND BETWEEN
THE CITY OF AMARILLO, TEXAS AND BELL HELICOPTER TEXTRON, INC.
AIRPORT BUILDING 602**

WHEREAS, by Lease Agreement dated March 19, 2002 and amended on March 25, 2004, July 5, 2005, and December 8, 2015 the City of Amarillo, Texas as LESSOR, leased to Bell Helicopter Textron, Inc. as LESSEE, a portion of Airport Building 602, (hereinafter "Lease"); and

WHEREAS, it is the desire of the parties to add a storage bunker owned by LESSOR to the Lease for storage of explosives owned by LESSEE and the U. S. Government;

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations accruing to the parties hereto, the LESSOR and LESSEE agree to amend the Lease as follows:

- A. Paragraph 1 PREMISES of the Lease as amended is hereby amended by addition of the following paragraph:

"Additionally LESSOR does hereby rents and leases to LESSEE the northernmost explosive bunker located on Charlie Street, Amarillo, Potter County Texas as more particularly shown in Exhibit B attached hereto ("Bunker") together with the right of access to the Bunker through existing security gates that are maintained and controlled by LESSOR. LESSOR and LESSEE agree that the Bunker contains approximately 2,000 square feet of leasable space."

- B. Paragraph 4 "RENT" of the Lease as amended is hereby amended to add the following subparagraph (d) thereto:

"(d) As rental for the Bunker LESSEE shall pay to LESSOR One Dollar (\$1.00) per square foot per year, payable in accordance with the provisions of subparagraph 4 (a) of the Lease as amended. The annual rental for the Bunker will be subject to adjustment in accordance with subparagraph 4 (b) of the Lease as amended. LESSOR will allow LESSEE abate the rent for the Building and the Bunker at a rate of ten percent (10%) per month to reimburse LESSEE for the cost of upgrading and modifying the Bunker to bring it into compliance with the U. S. Department of Defense Unified Facilities Criteria 4-420-01 for Ammunition and Explosives Storage Magazines. The amount of the rent abatement will be on the actual cost of the upgrades and modifications as evidenced by detailed documentation to be provided by LESSEE to LESSOR upon completion. At the beginning of the Lease LESSOR will allow LESSEE one month of rent free access to and use of the Bunker in order that LESSEE can make the necessary upgrades and modifications."

- C. Paragraph 7 "PERMITTED USES" of the Lease is hereby amended by adding the following sentence to the first paragraph :

"LESSEE shall use the Bunker portion of the Leased Premises only for storage of LESSEE and U. S. Government property that contains 1.3 rated explosive materials, which materials will be stored in compliance with all applicable federal, state and

local laws, regulations and ordinances.”

Except as herein amended, all terms and conditions of the “Lease Agreement by and between the City of Amarillo, Texas and Bell Helicopter Textron, Inc. Airport Building 602” as previously amended remain in full force and effect. This Amendment No. 4 shall be effective on March 1, 2016.

EXECUTED this _____ day of _____ 2016.

ATTEST:

CITY OF AMARILLO, TEXAS

Frances Hibbs, City Secretary

By: _____
Bob Cowell, Deputy City Manager

BELL HELICOPTER TEXTRON, INC.

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
TO LEASE BETWEEN
THE CITY OF AMARILLO, TEXAS AS LESSOR
AND
BELL HELICOPTER TEXTRON, INC.

DESCRIPTION OF PREMISES

Premises: Building No. 602
Amarillo Air Terminal

City: Amarillo

County: Potter

Texas: Texas

Mailing Address 10901 Airport Boulevard
Of Building: Amarillo TX 79111

General Description of Leased Premises: 152,483 square feet of Building No. 602 and Fox Street Parking Lot as shown on Exhibits "A-1" and "A-2" attached hereto.

Legal Description of Property: See Exhibit "A-3" (Building 602) and "A-4" (Fox Street Parking Lot) attached hereto.



Amarillo City Council Agenda Transmittal Memo



Meeting Date	March 29, 2016	Council Priority	Longterm Plan for Infrastructure
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Department	Planning Department
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Agenda Caption

Dedications:

1) Dedication of a 10 foot Southwestern Public Service Company (SPS) electrical easement in Section 140, Block 2, AB&M Survey, Randall County for electrical service to serve Animal Management & Welfare's new feline facility/storm shelter as well as future expansion of facilities.

Agenda Item Summary

This easement dedication is necessary to provide electric service from existing service located in 34th Avenue right-of-way to Animal Management's new feline facility/storm shelter. The line will also be able to serve future expansion of facilities to the east.

Requested Action

Approval of dedication.

Funding Summary

NA

Community Engagement Summary

NA

Staff Recommendation

Legal and Planning Department staff have reviewed the associated instruments and recommend approval as submitted.

**SOUTHWESTERN PUBLIC SERVICE COMPANY
UTILITY EASEMENT**

The following persons or entities: CITY OF AMARILLO
(collectively, the Grantor", whether one or more) for the sum of Ten Dollars (\$ 10.00), by
this instrument, grant to SOUTHWESTERN PUBLIC SERVICE COMPANY, a New Mexico corporation ("SPS"), the
address of which is Post Office Box 1261, Amarillo, Texas 79170, an easement upon, under, over, and across property
owned by Grantor and located in the County of RANDALL, State
of Texas which property (the "Property") is described as follows:

Easement Description – SEE EXHIBIT "A" ATTACHED

Easement Sketch – SEE EXHIBIT "B" ATTACHED

The location of any additional overhead or underground lines covered by this easement shall be agreed to by both SPS, & CITY OF AMARILLO, prior to construction.

The Easement granted by this instrument (the "Easement") is subject to the following conditions:

1. SPS has the right to install, operate, relocate, construct, reconstruct, add to, maintain, inspect, patrol, enlarge, repair, and replace Utility Facilities for the transmission and distribution of electricity upon, over, under, and across the Property included in the Easement and to remove Utility Facilities from the Property, and the right of ingress and egress on Grantor's adjacent property for the same purposes. For purposes of the Easement, the phrase "Utility Facilities" shall include a variable number of conductors or wires, insulators, crossarms, protective devices, meters, terminal boxes, transformers, structures, poles, props, guys, anchors, and other necessary and desirable devices relating to electric energy or communication.
2. SPS has the right to remove all trees, branches, or other obstructions which might endanger or interfere with the operation, safety, or efficiency of Utility Facilities on the Property on which the Easement is located.
3. SPS will install and maintain Utility Facilities on the Property on which the Easement is located according to National Electric Safety Code in effect at the time of installation.
4. SPS shall enjoy the rights, benefits, and privileges conveyed by this instrument only until such time as the Utility Facilities on the Property are abandoned and removed, at which time all right, title, and interest of SPS in the Property will revert to the party that then owns the Property.
5. Grantor will have the right to use the Property for any purposes consistent with the rights granted to SPS by the Easement, provided that any use by Grantor shall not endanger the Utility Facilities or interfere with SPS's use of the Easement.
6. SPS has the right to assign all or part of the rights it receives under the Easement. The Easement will inure to the benefit of SPS and SPS's successors and assigns.
7. Grantor acknowledges and agrees that the location of the Easement is based only on preliminary surveys and that the rights granted by this Easement shall apply to the actual location of Utility Facilities, when constructed.
8. Upon completion of construction, SPS will reasonably compensate Grantor for the actual loss of crops or damage to crops on the Property caused by construction of Utility Facilities on the Property. It shall be the responsibility of Grantor to provide compensation to any lessee of Grantor or other tenant in interest.
9. Grantor binds Grantor and Grantor's heirs, successors, and assigns to WARRANT and FOREVER DEFEND, all and singular, the rights granted to SPS by this instrument.

Signed on the _____ day of _____, 20_____.

Sign _____

Sign _____

Print Name _____

Print Name _____

SPS Form 2505 (Distribution)

Design No.

W. O. #

SPS(C) CITY OF AMARILLO

ACKNOWLEDGEMENTS

FOR BUSINESSES ONLY:

ATTEST: _____
Secretary

GRANTOR'S NAME: _____

By: _____

STATE OF: _____

Printed Name: _____

COUNTY OF: _____

Title: _____

This instrument was acknowledged before me on _____, _____ by _____ of _____ a _____ corporation, on behalf of said corporation.

Notary Public, State of

FOR INDIVIDUALS ONLY:

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned authority, as this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, _____.

Notary Public in and for _____ County _____

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned authority, as this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, _____.

Notary Public in and for _____ County _____

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned authority, as this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, _____.

Notary Public in and for _____ County _____

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned authority, as this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, _____.

Notary Public in and for _____ County _____

RIGHT OF WAY EASEMENT
CITY OF AMARILLO

TO

SOUTHWESTERN PUBLIC SERVICE COMPANY

STATE OF _____
Texas

COUNTY OF _____
RANDALL

I hereby certify that this instrument was filed to record on the _____ day of _____ A.D. _____ at _____ o'clock _____ M and duly recorded in Book _____ of Records of said county.

County Clerk

By _____
Deputy

Fee \$ _____

EXHIBIT A

A 10.00 FOOT WIDE ELECTRIC EASEMENT

GRANTOR: CITY OF AMARILLO
GRANTEE: SOUTHWESTERN PUBLIC SERVICE COMPANY
DATE OF PREPARATION: FEBRUARY 09, 2016

A 10.00-foot wide electric easement over, under and across that part of a tract of land in Section 140, Block 2, A.B.&M. Survey, said tract of land, being recorded in Volume 188, Page 558, of the records of Randall County, Texas, the centerline of said 10.00 foot wide electric easement being more particularly described as follows:

Commencing at the Northeast corner of Lot 31, Block 1, Amended Tradewind Air Park Unit No. 1, as being recorded in Clerk's File No. 0212833, of said records, said corner being monumented with a No. 4 rebar w/ yellow plastic cap stamped "H&H RPLS 5377, (said bearings and all others used in this legal description are grid, based on the Texas State Plane Coordinate System, North Zone, NAD83, all distances are ground surface values in U.S. Survey feet.)

thence N89°56'28"E, a distance of 142.00 feet;

thence S00°03'32"E, a distance of 974.74 feet, to the Point of Beginning;

thence S65°19'24"E, a distance of 84.80 feet;

thence N89°53'47"E, a distance of 41.89 feet, to the Point of Termination of said 10.00 foot wide electric easement;

The sidelines of said 10.00 foot wide electric easement are 5.00 feet on both sides of the above described center line, as measured at right angles, and are to begin on the easterly right-of-way line Osage Street, and terminate at a line perpendicular to the last described center line call, running through the point of termination.

The above described 10.00 foot wide electric easement contains approximately 0.03 acres of land, more or less and is subject to any rights-of-way or other easements as granted or reserved by instruments of record, or as now existing across said described tract of land.

SURVEYOR'S CERTIFICATION:

I, Gale Scott Munsell, A Texas Registered Professional Land Surveyor, hereby state and declare this Easement Survey was prepared by me or under my supervision and direction and is correct to the best of my knowledge and belief. In addition, this Easement is not a land division or subdivision of land.

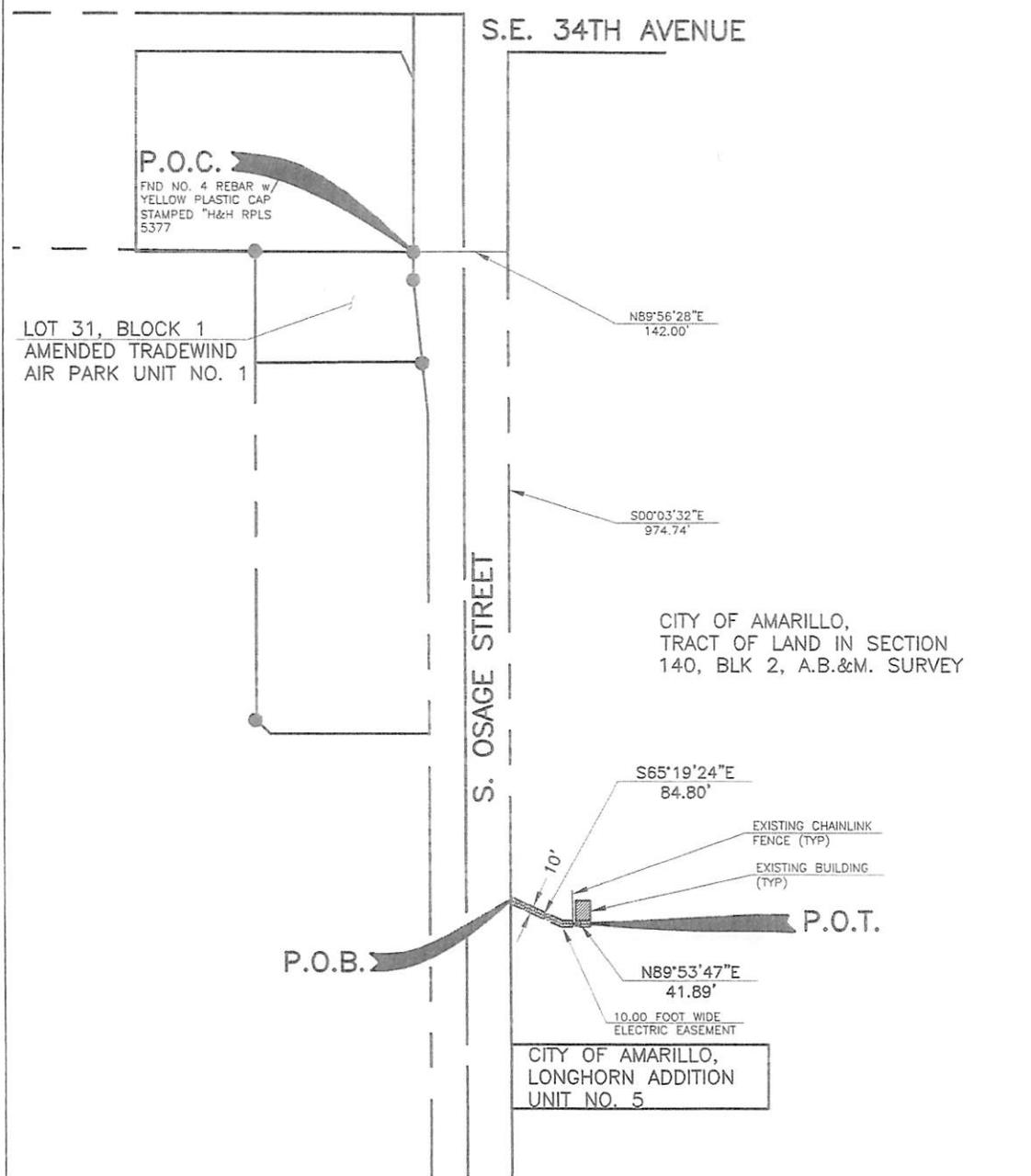
Gale Scott Munsell RPLS No. 6308

Date:

PROPERTY INFORMATION		
OWNER: CITY OF AMARILLO, LOC: TRACT OF LAND IN SECTION 140, BLK 2, A.B.&M. SURVEY, RANDALL COUNTY, TEXAS	EASEMENT SURVEY	SOUTHWESTERN PUBLIC SERVICE COMPANY <small>6088 SW 48th Ave., Amarillo, TX, 79109</small> DWG: Xcel/Company+Job/Location.dwg
	DATE OF SURVEY: FEBRUARY 08, 2016	WORK ORDER:
	PLOTTED: FEBRUARY 09, 2016	DRN BY: GSM SHT. 02 of 03

EXHIBIT B

TRACT OF LAND IN SECTION 140, BLOCK 2, A.B.&M. SURVEY, RANDALL COUNTY, TEXAS



BASIS OF BEARING
 Bearings are Grid, based on the Texas State Plane Coordinate System, North Zone NAD83, all distances are ground surface values in U.S. Survey feet.

LEGEND	
	FOUND QUARTER SECTION CORNER
	FOUND CORNER



SCALE 1" = 200'
 0' 100' 200' 400'

PROPERTY INFORMATION		EASEMENT SURVEY	SOUTHWESTERN PUBLIC SERVICE COMPANY 6088 SW 48th Ave., Amarillo, TX, 79109 DWG: Xcel/Company+Job/Location.dwg
OWNER: CITY OF AMARILLO,			
LOC: TRACT OF LAND IN SECTION 140, BLK 2, A.B.&M. SURVEY, RANDALL COUNTY, TEXAS		DATE OF SURVEY: FEBRUARY 08, 2016	WORK ORDER:
		PLOTTED: FEBRUARY 09, 2016	DRN BY: GSM SHT. 03 of 03



County of Potter

STATE OF TEXAS
SANTA FE BUILDING

TAX OFFICE
900 S. POLK, SUITE 106
PO BOX 2289
AMARILLO, TEXAS 79105-2289



PHONE: (806) 342-2600
FAX: (806) 342-2637
pcto@co.potter.tx.us

SHERRI AYLOR, PCC
TAX ASSESSOR-COLLECTOR

March 1, 2016

City of Amarillo
Francis Hibbs, City Secretary
P. O. Box 1971
Amarillo, TX 79105-1971

Ms. Hibbs:

Enclosed is a list of Sheriff Sale properties that Potter County, as Trustee, sent out for bid. The bidder who qualified to purchase the property has been highlighted, and we have received their payment for the property. Please place this item on your March 29th agenda for their deed approval and signature(s).

If you would please e-mail a confirmation that this item has been placed on your agenda to katrinaadams@co.potter.tx.us or contact Katrina at #342-2607.

Sincerely,

SHERRI AYLOR, PCC
Tax Assessor-Collector

SA/ka

Enclosure

TRUSTEE PROPERTY SALE

MARCH 1, 2016

PROPERTY DESCRIPTION:

R03516000020

LOT: 1 BLOCK: 9
GRANDVIEW #4

CAUSE # 20745A
TOTAL DUE: \$ 48,410.26
2722 S HIGHLAND ST

BIDS RECEIVED:

BRANDY THOMPSON	\$ 10,000.00
ABDIEL PEREZ	\$ 9,100.00
PAUL ABRAHAM GARCIA ZEPEDA	\$ 3,000.00
JESUS FUENTES	\$ 2,050.00
UBALDO ARMENDARIZ	\$ 2,000.00
LEONOR GUERRA	\$ 1,501.00

PROPERTY DESCRIPTION:

R04804007842

LOT: 8 & 9 BLOCK: 464
MIRROR'S ADDITION

CAUSE # 20024A
TOTAL DUE: \$ 15,896.01
1414 S CLEVELAND ST

BIDS RECEIVED:

ABDIEL PEREZ	\$ 2,600.00
LEONOR GUERRA	\$ 1,501.00
UBALDO ARMENDARIZ	\$ 1,500.00
JESUS FUENTES	\$ 1,015.00
LARRY G ROUSH	\$ 500.00
LEONOR GUERRA	\$ 101.00
JULIAN JIMENEZ	\$ 100.00

PROPERTY DESCRIPTION:

R06910000516

LOT: BLOCK: 15
W 50FT OF 1
SAN JACINTO HEIGHTS

CAUSE # 19834B
TOTAL DUE: \$ 3,893.14
2810 SAN JACINTO AVE

BIDS RECEIVED:

UBALDO ARMENDARIZ	\$ 1,500.00
LARRY G ROUSH	\$ 500.00
TYLER TATUM	\$ 500.00
KAREN DENISE TOUCHON	\$ 277.00



BOARDS AND COMMISSIONS – VACANCIES

Amarillo Economic Development Corporation (3-year terms) – Executive Session

04/09/2013	Roy Bara	03/31/2016
04/09/2013	John Kritser	03/31/2016

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)

Emergency Care Advisory Board (3-year terms)

04/21/2010	Brian Eades	04/21/2016 – Resigning 07/31/2016
09/20/2013	Jeff Greenlee	04/21/2016
05/05/2015	Rakhshanda Rahman	04/21/2016
04/21/2010	Robert Saunders	04/21/2016
04/21/2010	Roger Smalligan	04/21/2016