

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, MAY 17, 2016 AT 3:30 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:
Board of Review-Landmarks & Historic District
Planning and Zoning Commission
Traffic Advisory Board
 - (3) Presentation and discussion on Budget Preparation: Capital Improvement Projects Part II;
 - (4) Presentation and discussion on Budget Capital Improvement Community Engagement Program;
 - (5) Consultation with Attorney regarding Meet & Confer 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 appointment to vacancy on the City Council; discussion regarding process for identifying qualified applicants to consider for appointment; and discussion regarding qualifications, rights, duties and responsibilities of the Mayor and members of the City Council, in accordance with the Texas Open Meetings Act, Texas Government Code, Section 551.074; and
 - (2) Sec.551.071 – Consult with Attorney about pending or contemplated litigation or settlement of same. *McKee, et al v. City of Amarillo*, in the United States District Court for the Northern District of Texas, Amarillo Division; and
 - (3) Sec. 551.071 - Consult with the attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter.

REGULAR MEETING ITEMS

INVOCATION: Kevin Deckard, Polk Street United Methodist Church

PROCLAMATION: "Elder Abuse Awareness Month"

1. **MINUTES:**
Approval of the City Council minutes of the regular meeting held on May 10, 2016.
2. **ORDINANCE NO. 7602:**
This is the first reading of an ordinance rezoning of a 20.46 acre tract of land out of Section 191, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3. This item was recommended for approval by a 4:0 vote of the Planning and Zoning Commission.

3. **ORDINANCE NO. 7603:**

This is the first reading of an ordinance rezoning of a 5.928 acre tract of land in Section 183, Block 2, AB&M Survey, Randall County, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District to Residential District 3 This item was recommended for approval by a 4:0 vote of the Planning and Zoning Commission.

4. **ORDINANCE NO. 7604:**

This is the first reading of an ordinance to consider amending the Amarillo Municipal Code, Chapter 4-2, Signs, to provide revisions of sign definitions and temporary sign regulations.

5. **RESOLUTION – PUBLIC HEARING:**

This resolution conducts a public hearing on and considers ordering the removal of a substandard structure located at 1107 North Bolton Street.

6. **RESOLUTION – CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE PUBLIC A NUISANCE AT THE LOCATION(S) STATED:**

This resolution sets the date and time for a public hearing on June 7, 2016, at 5:00 p.m. to determine if the property at 2202 Southeast 19th Avenue constitutes a public nuisance and thereby requiring the removal of such accumulations. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing.

7. **RESOLUTION:**

This resolution establishes a Subcommittee to the City Council for appointments to various Boards and Commissions.

8. **PRESENTATION:**

This is a presentation for a Spay Initiative "Diva Day." Critter Haven Rescue and Animal Management & Welfare have partnered to offer 350 spay vouchers with accompanying microchips and necessary vaccinations. Zip Codes of focus for the Spay Initiative are 79106 or 79107.

9. **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. **Award – Purchase of Groundwater Rights:**

Sellers: Stephen and Tonya Detten

The contract in the amount of \$143,175.00 is for the purchase of groundwater rights to add acreage in proximity of the City owned Well #519 to the Potter County Well Field Permit. This purchase will be in compliance with Panhandle Groundwater Conservation District rules.

B. **Award – Software Maintenance:**

Open Text, Inc. -- \$86,770.51

This purchase renews annual vendor-provided support and maintenance for Open Text eDocs software which is utilized by all City departments.

C. **Award Bid No. 5363 – Masterson Pump Station Replacement Switchgear:**

Scope: Replace Electrical Switchgear at Masterson (Carson County) Pump Station

Bid for New Switchgear: \$379,803.00

Bid for spare Starter Parts: \$47,517

Total Contract amount: \$427,320.00

This item is award of bid for the replacement of the Masterson Pump Station Electrical Switchgear. The current equipment was installed in the 1980's and we can no longer purchase spare or replacement parts. This would allow for full capacity pumpage from the City's largest well field.

D. Award -- Annual Tire Supply Agreement:

Lang Tire & Auto	\$40,058.40
A to Z Tire & Battery, Inc.	\$23,170.00
Southern Tire Mart	\$147,340.00
Reed Faris Tire Co.	\$14,205.00
Autco Tire & Service Center, Inc.	\$20,611.00
Hathaway Industries, LLP	<u>\$105,431.68</u>
Total Awarded	\$350,816.08

This award is to approve an annual contract for the purchase of tires for the City of Amarillo.

E. Approval – Change Order Three (3) – Job #521941: 24th Pipeline 48” Well Water Transfer Line:

Original Contract:	\$11,740,159.00
Previous Change Orders:	\$355,877.44
Current Change Order:	<u>\$506,592.00</u>
Total Change Orders:	<u>\$862,469.44</u>
Revised Contract:	\$12,602,628.44

This item approves Change Order No. 3 to the contract with Condie Construction Company, Inc. for additional work required on the 24th Pipeline.

F. Approval – Addendum Three (3) – Job #521941: 24th Pipeline 48” Well Water Transfer Line:

Original Contract:	\$1,525,054.00
Previous Addendum:	0
Current Addendum:	<u>(\$20,352.00)</u>
Total Addendums:	<u>(\$20,352.00)</u>
Revised Contract:	\$1,288,554.00

This item approves Addendum No. 3 to the Professional Service Agreement with HDR Engineering, Inc. to deduct a lump sum fee for omitting services outline in the addendum.

G. Approval – Aviation Clear Zone Easement:

Aviation Clear Zone Easement, being 4,700 feet above mean sea level above the plat of South Georgia Unit No. 31, an addition to the City of Amarillo, being an unplatted tract of land, in Section 183, Block 2, AB&M Survey, Randall County, Texas.

H. Approval – License and Hold Harmless Agreement:

License and Hold Harmless Agreement for the installation of groundwater monitoring wells in public right-of-way in Sections 123 and 124, Block 2, AB&M Survey, 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 13th day of May 2016.

<p>Amarillo City Council meetings stream live on Cable Channel 110 and are available online at: www.amarillo.gov/granicus Archived meetings are also available.</p>
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STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 10th day of May 2016, the Amarillo City Council met at 3:30 p.m. for a work session and the regular session held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

PAUL HARPOLE
ELISHA L. DEMERSON
RANDY BURKETT
MARK NAIR

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

Absent was Councilmember Brian Eades. Also in attendance were the following administrative officials:

TERRY CHILDERS
MICK MCKAMIE
KELLEY SHAW
FRANCES HIBBS

INTERIM CITY MANAGER
CITY ATTORNEY
PLANNING DIRECTOR
CITY SECRETARY

The invocation was given by Tyson Payne, Men's Outreach Leader for No Boundaries International. 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 May 3, 2016. Motion was made by Councilmember Nair to approve the minutes, motion was seconded by Councilmember Burkett, and unanimously carried to approve the minutes.

ITEM 2: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. There were none. Motion was made by Councilmember Burkett to approve the consent agenda, seconded by Councilmember Demerson.

**A. Purchase – Asphaltic Cement Specialized Petroleum Products:
Heartland Asphalt Materials, Inc. -- \$558,509.00**

This item awards a contract for the purchase of Asphaltic Cement (AC-5) used for the summer sealcoating program of the City's residential streets. The material is sprayed on the street surface prior to laying pre-coated aggregate. The AC-5 bonds the aggregate to the surface of the roadway creating a new driving surface and extending the life of the street.

**B. Award – 2015/2016 Milling and Overlay of Various Streets:
L.A. Fuller & Sons Construction, Ltd. – Alternate Bid -- \$1,986,454.50**

This item is to award the contract for the 2015/2016 milling and overlay of various streets. Funding for this project was approved in the 2015/2016 Capital Improvement Program.

**C. Award – Handheld Chemical & Explosives Identification Unit:
Fisher Scientific Company, LLC -- \$110,000.00**

This award is to approve the purchase of Thermo Scientific TruDefender FTX handheld chemical and explosives identification FTIR analyzer for the City of Amarillo Fire Department.

- D. Award – Law Enforcement Training Course:
A-T Solutions, A PAE Company -- \$54,740.40

This award is to approve the contract with A-T Solutions, Inc. to provide the CA-053-RESP Bomb Squad SWAT Interoperability Training Course for the City of Amarillo Police Department.

- E. Approval – Texas Traffic Safety Program Grant:
This item authorizes submission of a \$10,502.00 grant to the Texas Transportation Commission for a “Click it or Ticket” campaign in May and June 2016. The grant will reimburse the Police Department for overtime costs associated with targeted enforcement activities related to seat belts use.

Voting AYE were Mayor Harpole, Councilmembers Demerson, Burkett and Nair; Voting NO were none; the motion carried by a 4:0 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.

Rusty Tomlinson 5700 Canyon Drive, stated he represented Food Not Bombs, he asked the Council for an alternative shelter for those not able to go to shelters. He further stated he was glad the police were fitted with body cameras. James McCown, stated he did not think the parks and recreational proposal would pass and he opposed everything being in one location. Ernest Patel, 112 Amarillo Boulevard West, stated many of the return envelopes included in the water bills are wasted. James Schenck, 6216 Gainsborough Street, stated he was concerned about how many things the City is taking on including the parks and recreation proposal. He was glad City employee salaries were being addressed, and the five-year capital improvement program should have been addressed before the ballpark. Allen Finegold, 2601 North Grand Street, asked the Council for special meetings on the City’s infrastructure to discuss the trade-off between the repairs and future development. There were no further comments.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Paul Harpole, Mayor

Amarillo City Council Agenda Transmittal Memo



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Meeting Date	May 17, 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 20.46 acre tract of land out of Section 191, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3. This item was recommended for approval by a 4:0 vote of the Planning and Zoning Commission.

Agenda Item Summary

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.

Staff believes this development is following the NUC principals described above with Residential District 3 zoning being immediately north and considering residential uses are the predominate use in the area, staff believes this request is appropriate and represents a logical continuation of the established R-3 zoning in the area. Therefore, staff recommends approval of this item as presented.

Requested Action

The applicant is requesting a zoning change in order to begin the fourth phase of single-family detached home construction within the Vineyards Subdivision.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. No objections were received. Notices have been sent out to property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has not received any telephone calls regarding this request.

Amarillo City Council Agenda Transmittal Memo



The item was recommended for approval by the Planning and Zoning Commission at its May 9, 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. 7602

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 VINEYARD BLVD & BROADWAY DR, POTTER 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 20.46 acre tract of land out of Section 191, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3.

DESCRIPTION

FIELD NOTES for a 20.46 acre tract of land out of Section 191, Block 2, A. B. & M. Survey, Potter County, Texas.

BEGINNING at 1/2" iron rod set with a yellow cap on the west right-of-way line of Broadway Drive which bears N. 00° 04 ' 58 " E. a distance of 1295.85 feet and N. 89° 55 ' 02 " W. a distance of 119.71 feet from an iron rod with a cap stamped "Apex" found at the southeast corner of said Section 191 for the southeast corner of this tract.

THENCE N. 89° 52 ' 05 " W. a distance of 1025.61 feet to a 1/2" iron rod set with a yellow cap for the southwest corner of this tract.

THENCE N. 00° 07 ' 55 " E. a distance of 267.97 feet to a yellow cap at the beginning of a curve this tract. feet to a 1/2" iron rod set to the right for a corner of

THENCE in a northeasterly direction along said curve with a radius equal to 5035.00 feet, a long chord bearing of N. 03° 43 ' 24 " E. and a long chord distance of 630.81 feet, a curve length of 631.22 feet to a 1/2" iron rod set with a yellow cap on said curve on the south right - of-way line of Vineyard Blvd. for the northwest corner of this tract.

THENCE S. 82° 41 ' 07 " E., along said south right - of-way line, a distance of 70.00 feet to a 1/2" iron rod set with a yellow cap on said south right- of way line for an angle corner of this tract.

THENCE in a northeasterly direction continuing along said south right - of-way line and

along a curve to the right with a radius equal to 4965.00 feet , a long chord bearing of N. 07° 23 ' 55 " E. and a long chord distance of 14.52 feet , curve length of 14 . 52 feet to a 1/2" iron rod set with a yellow cap on said curve and said south right-of-way line for an angle corner of this tract.

THENCE in a southeasterly direction continuing along said south right-of-way line and along a curve to the left with a radius equal to 1405.00 feet, a long chord bearing of S. 83° 49 ' 12 " E. and a long chord distance of 296.07 feet, a curve length of 296.62 feet to a 1/2" iron rod set with a yellow cap on said south right - of-way line at the end of said curve for a corner of this tract.

THENCE s. 8 9 ° 52 l distance of 619. 64 05 " E., continuing along said south right - of-way line, a feet to a 1/2" iron rod set with a yellow cap for the northeast corner of this tract.

THENCE S. 00° 04 ' 58 " W. a distance of 872. 00 feet to the place of BEGINNING and containing 20.46 acres (891 , 296 square feet) of land.

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

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

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

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

Paul Harpole, Mayor

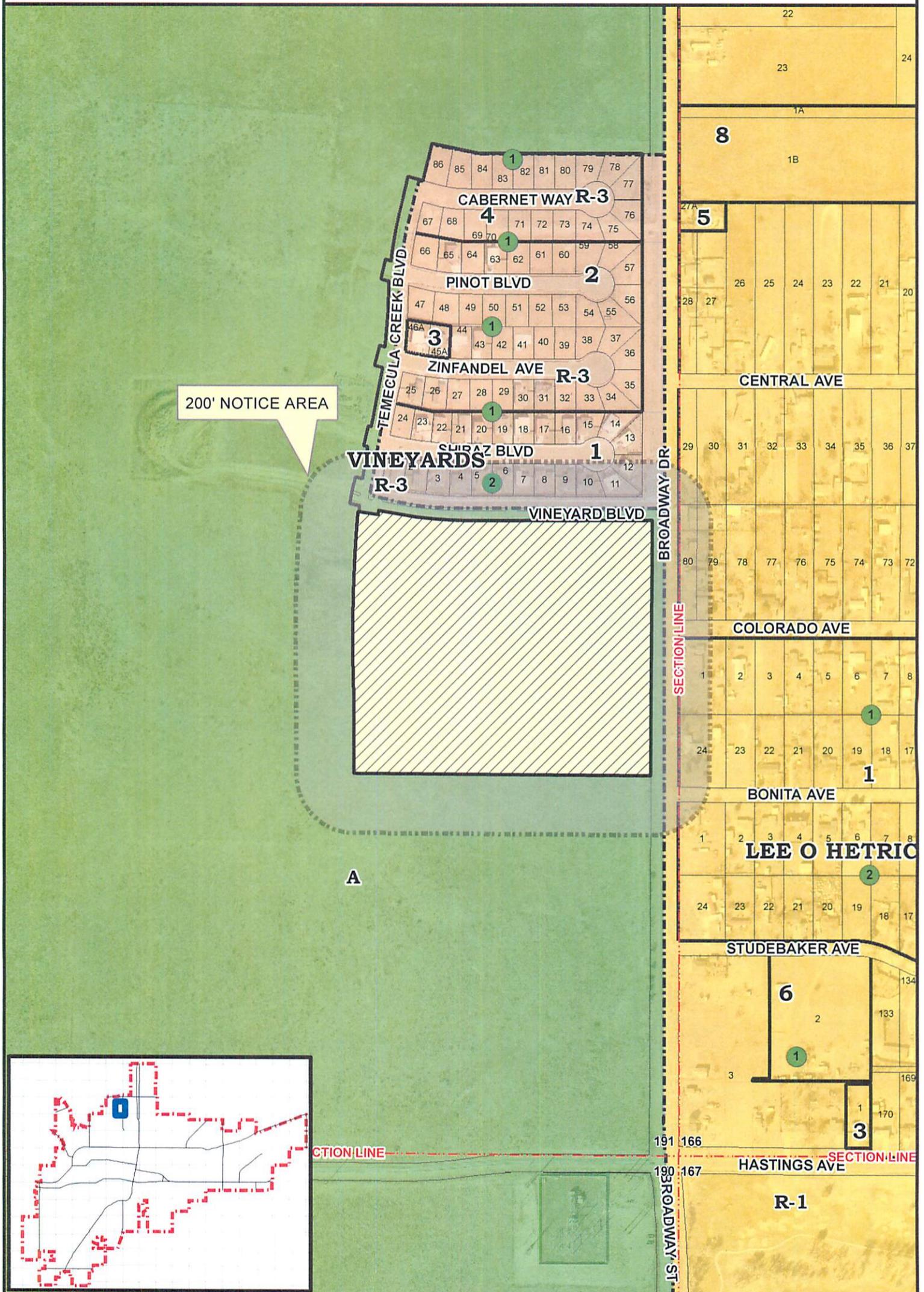
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

REZONING FROM A TO R-3



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'
Date: 4-29-16
Case No: Z-16-17



Z-16-17 Rezoning of a 20.46 acre tract of land out of Section 191, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District to Residential District 3.

Developer: Thomas Neilsen

Surveyor: Vineyard Blvd & Broadway Dr

AP: M-8

Amarillo City Council Agenda Transmittal Memo



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Meeting Date	May 17, 2016	Council Priority	Community Appearance
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Department	Planning
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Agenda Caption

ORDINANCE NO. _____:

This is the first reading of an ordinance rezoning of a 5.928 acre tract of land in Section 183, Block 2, AB&M Survey, Randall County, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District to Residential District 3 This item was recommended for approval by a 4:0 vote of the Planning and Zoning Commission.

Agenda Item Summary

The applicant is requesting a change in zoning to Residential District 3 in order to develop the next phase of the South Georgia Place residential subdivision. The proposed development will consist of single-family detached homes, which is similar to those developed west of the applicant's site.

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. Given the existing residential development within this section, this zoning request is appropriate as it adheres to the NUC characteristics mentioned above.

Considering similar zoning and residential development is immediately west, staff is of the opinion that the applicant's request represents a logical continuation of the residential development in the area.

Requested Action

The applicant is requesting a change in zoning to Residential District 3 in order to develop the next phase of the South Georgia Place residential subdivision.

Funding Summary

N/A

Amarillo City Council Agenda Transmittal Memo



Community Engagement Summary

The item was distributed to all applicable internal and external entities. No objections were received. Notices have been sent out to property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has not received any telephone calls regarding this request.

The item was recommended for approval by the Planning and Zoning Commission at its May 9, 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. 1603

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 FARMERS AVE & EXPLORER TRL, 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 5.928 acre tract of land in Section 183, Block 2, AB&M Survey, Randall County, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District to Residential District 3.

DESCRIPTION

A 5.928 ACRE TRACT OF LAND SITUATED IN SECTION 183, BLOCK 2, AB. & M.SURVEY, RANDALL COUNTY, TEXAS, BEING A PORTION OF A 52.516 ACRE TRACT OF LAND RECORDED IN CLERKS' FILE NUMBER 2006021200 OF THE OFFICIAL PUBLIC RECORDS OF RANDALL COUNTY, TEXAS AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH REBAR FOUND IN THE NORTH RIGHT-OF-WAY LINE OF FARMERS AVENUE AT THE SOUTHEAST CORNER OF SOUTH GEORGIA PLACE UNIT NO. 29 AN ADDITION TO THE CITY OF AMARILLO FILED OF RECORD IN CLERKS' FILE NUMBER 2012023758 OF THE OFFICIAL PUBLIC RECORDS OF RANDALL COUNTY, TEXAS AND MARKING THE SOUTHWEST AND BEGINNING CORNER OF THIS TRACT;

THENCE N 00°03'00" W, 1520.00 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED "HH" FOUND FOR THE NORTHWEST CORNER OF THIS TRACT AND BEING THE NORTHEAST CORNER OF SAID SOUTH GEORGIA PLACE UNIT NO. 29;

THENCE N 89°57'00" E, 150.00 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED "CEI" SET AT THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 00°03'00" E, 61 .01 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED "CEI" SET AT THE BEGINNING OF A CURVE TO THE RIGHT WHOSE CENTER

BEARS S. 11 °29'13" W., 50.00 FEET;
THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 114.84 FEET
WITH A CHORD BEARING AND DISTANCE OF S 12°42'59" E, A DISTANCE OF 91
.21 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED "CEI" SET; THENCE S
00°03'00" E, 1370.00 FEET TO A 1/2 INCH REBAR WITH CAP STAMPED "CEI" SET
FOR THE SOUTHEAST CORNER OF THIS TRACT AND BEING IN THE
NORTH RIGHT-OF-WAY LINE OF FARMERS AVENUE;
THENCE S 89°57'00" W, 170.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE
OF FARMERS AVENUE TO THE PLACE OF BEGINNING.

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

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

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

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

Paul Harpole, Mayor

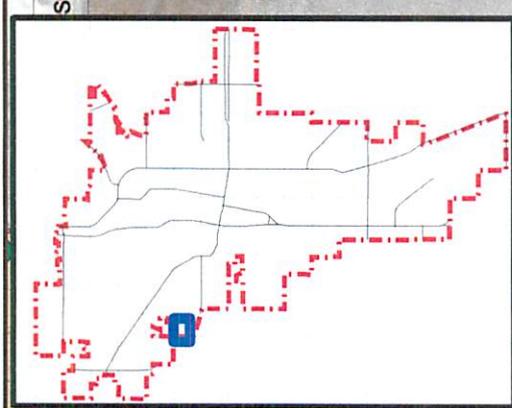
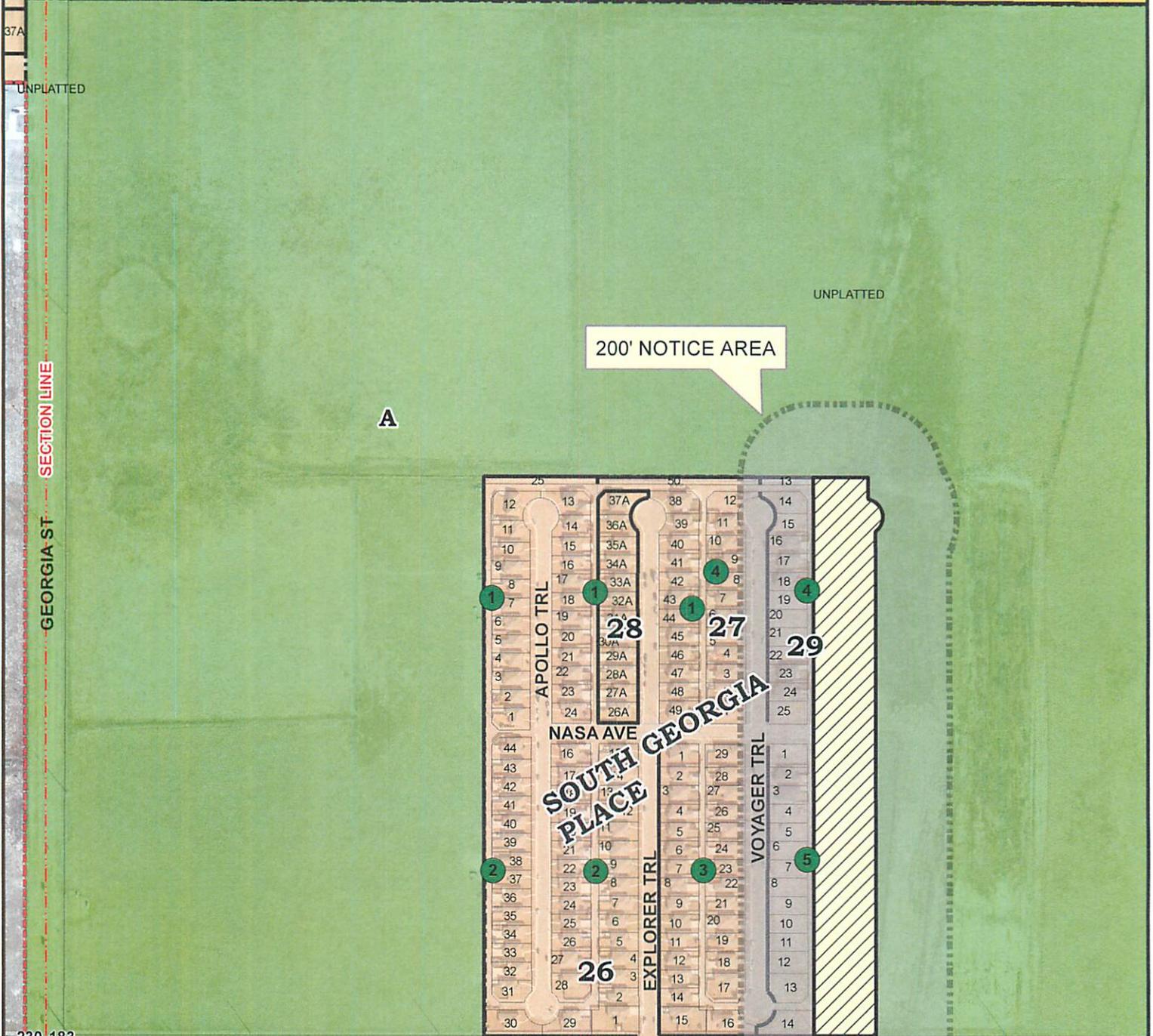
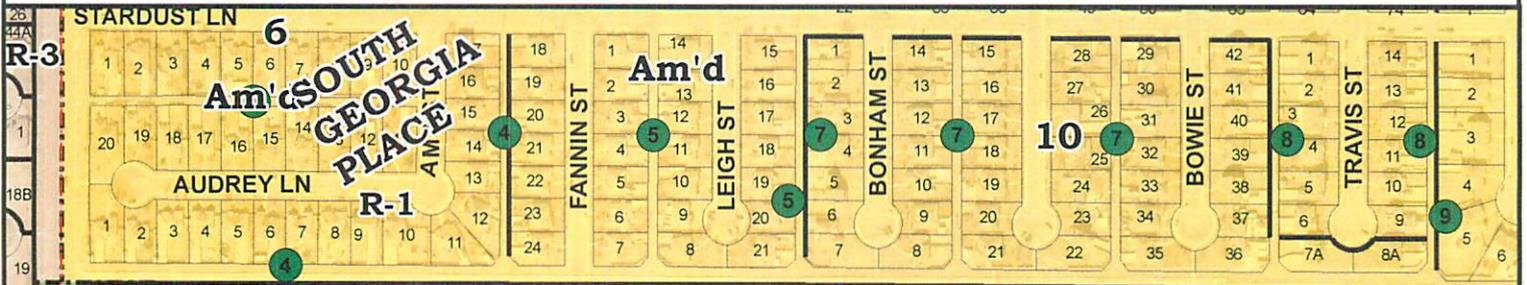
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

REZONING FROM A TO R-3



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1" = 400'
Date: 4-14-16
Case No: Z-16-16



Z-16-16 Rezoning of a 5.928 acre tract of land in Section 183, Block 2, AB&M Survey, Randall County, plus one-half of all bounding streets, alleys and public ways, to change from Agricultural District to Residential District 3.

Applicant: Amarillo Willow Grove Development

Vicinity: Farmers Ave & Explorer Trl

AP: M-16

Amarillo City Council Agenda Transmittal Memo



4

Meeting Date	5/17/2016	Council Priority	Community Appearance
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Department	Planning Department
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Agenda Caption

This is the first reading of an ordinance to consider amending the Amarillo Municipal Code, Chapter 4-2, Signs, to provide revisions of sign definitions and temporary sign regulations.

Agenda Item Summary

Ordinance 7201 was passed in December 2009 and amended the City's sign ordinance. Within the new sign ordinance were regulations for temporary signs. Portable temporary signs were allowed either by a property owner obtaining a one-time 30 day temporary sign permit or an "annual" temporary sign permit. An annual temporary sign permit allowed a portable sign to be displayed for three 60-day periods but had to be taken down for a period of at least 30-days between each 60-day period.

These amendments are being proposed as a result of numerous complaints from business owners who use temporary signs and who have commented that the current process of permitting and displaying temporary signs is very burdensome and unenforceable. City staff has commented as well on the arduous permitting and/or inspection process for such signs and believe that changes are necessary.

As a result, Planning staff has discussed the issue with numerous business owners, sign companies, and City staff regarding the specific issues with the current process and believe that the proposed amendments solve the current permitting and display problems while still maintaining the original intent of the specific temporary sign regulations and the adopted sign ordinance as a whole.

Proposed amendments include retaining the ability to receive a single 30-day temporary sign permit (\$15 permit fee), the ability to obtain a "limited" temporary sign permit which allows a property owner to pay a one-time \$60 limited temporary sign permit fee and have the ability display a temporary sign for three 90-days periods (a total of 270 days which can run concurrently or be broken up into three different time periods). The property owner would need to obtain a permit for each 90-day period but would not be required to pay any permit fees in addition to the initial \$60 permit fee.

Additionally, a property owner is now allowed to display one temporary sign (16 sq. ft. max sign area and 5 ft. max height) on one's property with no time or permitting requirements. Staff has also included in the amendments a "Feather Flag" definition and have included it as a type of temporary portable sign and subject to the same regulations as other portable temporary signs (with the exception of the allowable max height which is 15 feet).

Amarillo City Council Agenda Transmittal Memo



Requested Action

Approval of the proposed amendments.

Funding Summary

N/A

Community Engagement Summary

Public comments on this subject have been solicited and received over the past two years. Staff have solicited comments specifically on the temporary sign permitting and display regulations from small businesses, large retail businesses, and sign companies. Planning staff has also solicited comments from Building Safety staff which are responsible for permitting and enforcing temporary sign permits.

The overwhelming conclusion is changes are necessary and the proposed amendments reflect many the comments and suggestions received. There were some comments from business owners who believed that a property owner should be allowed to use as many signs as they determined to do business but staff believes such a change would negate the overall purpose of the sign ordinance.

City Manager Recommendation

City staff recommends approval of the amendments.

ORDINANCE NO. 7604

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE AMARILLO MUNICIPAL CODE, CHAPTER 4-2, TO PROVIDE REVISIONS OF DEFINITIONS; SECTION 4-2-2; TEMPORARY SIGN REGULATIONS; SECTION 4-2-11; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, after an extensive public engagement process, the City's sign ordinance regulating various types of business signs was amended in December 2009 by adopting Ordinance 7201 to address business signs and related issues of efficient communication, public safety, and landscape quality and preservation; and,

WHEREAS, the City Council now finds that certain permitting requirements and the enforcement thereof within the existing sign ordinance's temporary sign regulations are onerous for both City staff and business owners; and,

WHEREAS, the City Council finds that additional allowances for the display of certain types and sizes of temporary signs are warranted; and

WHEREAS, the City Council finds the proposed amendments related to temporary sign regulations adequately address the permitting and display of temporary signs while maintaining an appropriate balance between property owner's rights to advertise, sign businesses to do business, and projecting and maintaining a positive image of the city; and

WHEREAS, this ordinance is necessary to promote and protect public health, safety, and welfare;

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

SECTION 1. That the Amarillo Municipal Code of Ordinances, Title IV, Chapter 4-2, Section 4-2-2 be and hereby is amended as follows:

Sec. 4-2-2 Definitions.

Except where the context clearly indicates to the contrary, the following words and phrases shall have the indicated meaning when used in this Chapter:

A-frame sign: A temporary sign which has two (2) sides, the frame or support structure of which is hinged or connected at the top of the sign in such a manner that the sign is easily moved or erected.

Abandoned sign: A sign that no longer identifies an active, lawful business or activity or for which no legal owner can be located.

Animation: The presentation of pictorials or graphics in a progression of frames which gives the illusion of motion, including moving objects, moving patterns or expanding or contracting shapes.

Apartment or mobile home park identification sign: A permanent on-premises sign for the identification of an apartment building, housing complex, or mobile home park.

Banner: A temporary sign composed of lightweight, flexible material on which letters, symbols or pictures are painted or printed.

Building Identification sign: A building identification sign identifies the name of the building, but displays no goods or services for sale or other advertising.

Brightness: The maximum luminous intensity of a sign, which shall not exceed five thousand (5,000) nits (candelas per square meter) during daylight hours or five hundred (500) nits between

dusk and dawn, as measured from the sign's face.

Building frontage: The length of a building wall which faces a street.

Candelas: A unit of luminous intensity, defined as the amount of luminous flux (total luminous power emitted from a source and expressed as lumens) per unit solid angle in a given direction.

Canopy: A permanent roof-like shelter extending from part or all of a building or independent of a building, including any rigid material or cloth or fabric supported by a structural frame.

Canopy sign: A sign that is permanently affixed to a canopy by paint, glue, sewing, or any other type of non-structural type of attachment.

Construction sign: An on-premises sign, which may be erected for a limited time as defined under Section 4-2-7, identifying any or all of the property owners, engineers, architects, mortgagees or other participants in the construction or improvement of the premises, but which displays no goods or services for sale or other advertising.

Development sign: An on-premises sign, which may be erected for a limited time as defined under Section 4-2-9, identifying and promoting one (1) or more developments, projects or buildings proposed or currently under construction, but which displays no goods or services for sale or other advertising.

Dilapidated sign: Any sign where:

- (1) The structural support or frame members are visibly bent, broken, dented, or torn; or
- (2) The sign face is visibly torn, cracked or, in the case of wood and similar products, splintered in such a way as to constitute a potential harmful condition; or
- (3) The sign or its elements are twisted or leaning or at angles other than those at which it was originally erected (such as may result from being blown or the failure of a structural support); or
- (4) The sign or its elements are not in compliance with the requirements of the current electrical code and/or the building code of the City.

Directional sign: A sign which contains only information designed to direct pedestrian or vehicular traffic to the location of a facility on the property on which the sign is located. Such signs may include, but are not limited to, arrows, words, or logos. No goods or services for sale may be listed on a directional sign.

Directory sign: A directory sign lists tenants in the building and may list the name of the building, but displays no goods or services for sale or other advertising.

Dissolve/Fade: A mode of message transition on an electronic sign accomplished by varying the light intensity or pattern, where the first message gradually reduces intensity or appears to dissipate to the point of not being legible and the subsequent message gradually appears or increases intensity to the point of legibility.

Double-faced sign: Any two (2) adjacent signs on a single structure or separate structures with both faces oriented in the same direction and not more than ten (10) feet apart at the nearest point between the two (2) faces. May be referred to as a side-by-side or stacked sign.

Electronic message center (EMC): An on-premises sign on which the message or copy can be electronically changed by remote or automatic means.

Electric Sign: Any sign that uses electrical means or devices either to illuminate the Sign Area,

letters, designs, or decorations thereon.

Feather Flag: A temporary sign resembling a feather and designed as a vertical sign made of cloth, canvas, plastic fabric or similar lightweight material and is supported by a single vertical pole mounted into the ground or on a portable base:

Flag: A sign made of cloth, bunting or similar material, often attached to a pole, with specific colors, patterns, or symbolic devices, used as a national, state or local symbol, or to indicate membership in an organization. The term "flag" shall also include any such display placed for decorative purposes only, with no commercial logo or advertising message.

Flashing: A sign containing an intermittent, sequential, or blinking light source, or which gives the illusion of intermittent or blinking light by means of animation, or an externally-mounted intermittent light source.

Frame: A complete, static display screen on the entire face of an electronic sign.

Frame effect: A visual effect accomplished by varying the light intensity or pattern on the display surface of an electronic sign to attract the attention of viewers.

Freestanding sign: A sign which is attached to or a part of a completely self-supporting structure such as a frame or one (1) or more poles which is not attached to any building or any other structure and which is permanently affixed to the ground.

Gasoline price sign: An on-premises sign with changeable copy letters and numbers or an electronic display without movement affixed to a gasoline pump canopy or its supports or a freestanding sign with the intent to display the current price of motor fuels.

General business sign: An on-premises sign which identifies a business or which advertises or promotes a commodity or service offered on the premises where such sign is located.

Glare: An effect created when an illumination source shines with sufficient brightness to cause discomfort, distract attention, or lead to the reduction or loss of visibility or visual function of the public.

Government sign: A sign indicating public works projects, public services or other programs or activities conducted by any governmental agency.

Incidental sign: A sign, generally informational, that has a purpose secondary to the use of the lot on which it is located, such as "no parking", "towing enforced", "entrance", "loading only", "telephone", an address, and other such directives or guidance, or to provide public safety information, but which displays no goods or services for sale or other advertising.

Institutional identification sign: A permanent, on-premises sign for the identification of a public or private school, university, church, or hospital or other similar use.

Logo: An identifying symbol used for advertising purposes, which may or may not be a registered trademark or service mark of the entity identified.

Lumens: The luminous flux emitted per unit solid angle from a uniform point source whose luminous intensity is one (1) candela.

Menu board: A sign displaying the menu for drive-up window service.

Monument sign: A permanent freestanding sign in which a majority of the structure's width is in contact with the ground.

Nameplate sign: An on-premises sign showing only the name and/or address of the occupant.

Nits: A photometric unit defined as cd/m² (2) (candelas per square meter).

Non-combustible material: This definition shall be the same as defined in the Building Code adopted by the City.

Non-commercial message sign: A sign conveying a civic, political, or religious, or personal message, or a regulatory message or warning, but which displays no goods or services for sale or other advertising.

Office identification sign: An on-premise sign which identifies an office building or any or all the owners, occupants or tenants of an office building and the services related thereto, but which displays no goods or services for sale or other advertising.

Off-premises sign: A sign which advertises or directs attention to a business, product, service, or activity which is not usually available on the premises where the sign is located.

Pennant: A temporary sign made of lightweight material which tapers to a point, hung individually or in a series, with or without a logo or an advertising message printed or painted on it.

Plastic Material: This definition shall be the same as defined in the Building Code adopted by the City.

Pole sign: A permanent freestanding sign which is supported by one (1) or more poles in or upon the ground.

Political sign: A temporary sign announcing or supporting political candidates or issues in connection with any national, state, or local election.

Portable sign: A temporary sign which is designed to permit removal and reuse, and which includes but is not limited to A-frame, Feather Flag, and other such signs, and signs mounted on a trailer, wheeled carrier, vehicle, or other portable structure.

Projecting sign: A sign which is attached or affixed to a building, wall or structure other than a pole, and which extends more than fifteen (15) inches from such wall or structure.

Pylon sign: A permanent freestanding sign which has at least twenty-five (25) percent of the sign structure width in contact with the ground and in which the sign face is separated from ground level by means of one (1) or more supports such as poles, pole covers or columns.

Reader board: An on-premises sign consisting of alphanumeric characters that can be changed periodically through manual means.

Real estate sign: A temporary sign pertaining to the sale or lease of the premises, or a portion of the premises, on which the sign is located.

Roof sign: A sign that is painted on or erected upon or above the roof of a building.

Setback: The distance measured from a property line to the closest point of the sign or its supporting structure.

Searchlight: An apparatus on a swivel base that projects a strong, far-reaching beam of light.

Scroll/Travel: A mode of message transition on an electronic sign where the message moves vertically or horizontally across the display surface.

Shopping and/or office center: A group of four (4) or more retail and office establishments which is planned and developed as a business center with common access and parking.

Sign: Any structure, object, device, display or advertising artwork, situated outdoors or in a window, visible from a public or private street or alley, which is used entirely or in part to advertise,

display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, designs, logos, fixtures, colors, illumination or projected images.

Sign area: The actual message or display area of a sign and shall include the border and trim when calculating regular shapes (square, rectangle, triangle, circle). In the case of an irregular-shaped sign, the gross area shall be calculated by enclosing the message area by using applicable geometric shapes.

Sign face: That portion of the sign that is or can be used to identify, display, advertise, or communicate information, or for a visual representation which attracts or intends to attract the attention of the public for any purpose.

Sign height: The vertical distance between the highest point of the sign or its supporting structure and the natural grade directly below the sign.

Sign structure: Any structure which is designed specifically for the purpose of supporting a sign, has supported or is capable of supporting a sign. This definition shall include any decorative covers, braces, wires, supports, or components attached to or placed around the sign structure. Where any goods or services for sale or other advertisement is displayed on the structure, then said structure shall be counted as part of the sign area.

Snipe or bandit sign: A sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, stakes, fences, or other like objects, the advertising matter of which is not applicable to the present use of the premises on which the sign is located.

Spectacular sign: Any sign that physically rotates, oscillates, contains any moving parts, or contains lights which produce a pulsating strobe-like effect.

Sponsor panel: A portion of a sign displaying the name of a product, service or company offering goods or services on-site or having a promotional relationship for events occurring on the premises.

Streamers: A temporary display made of lightweight, flexible materials, consisting of long, narrow, wavy strips hung individually or in a series, with or without a logo or advertising message printed or painted on them.

Street frontage: The length of the property line of a lot or tract immediately adjacent to a public or private street, measured in feet.

Structural trim: The mountings, battens, cappings, palings, nailing strips, latticing, cutouts, or letters, platforms, and walkways, which are attached to the Sign structure.

Subdivision identification sign: An identification sign at the main entrance or entrances to a residential subdivision or planned development project.

Temporary sign: A sign not permanently affixed to the ground or to a building or other structure.

Transition: A visual effect used on an electronic sign to change from one (1) message to another.

Vehicular sign: Any sign on a vehicle moving along the ground or on any vehicle parked temporarily, incidental to its principal use for transportation. This definition shall not include signs being transported to a site for permanent erection.

Video display: An electronic sign that displays motion or pictorial imagery, including a display from a "live" source. Video display signs include images or messages with these characteristics projected onto buildings or other objects.

Visibility clearance areas: Visibility clearance areas are triangular-shaped areas as defined in Chapter 16, Article III, of the Amarillo Municipal Code.

V-type sign: Sign structure composed of two (2) signs with the faces oriented in opposite directions and in the general shape of the letter "V," provided, however, that only one (1) face can be viewed from any one (1) direction from any public street, and with a maximum angle between the faces of sixty (60) degrees.

Wall decoration: A mural or display designed and intended as a decorative or ornamental feature which is painted or placed directly onto a wall or fence and which contains no copy, advertising symbols, lettering, trademarks or other references to products, services, goods or anything sold on- or off-premises.

Wall sign: A permanent sign which is painted on or attached directly to a fence or a building surface, including window areas (translucent areas which are visible from a street or alley), that extends not more than fifteen (15) inches from the face of the fence or wall.

Window sign: A temporary sign placed on, affixed to, painted on or located within the frame of a transparent opening in the wall of a building.

SECTION 2. That the Amarillo Municipal Code of Ordinances, Title IV, Chapter 4-2, Section 4-2-11 be and hereby is amended as follows:

Sec. 4-2-11 Temporary signs.

A. Applicability of section. The following regulations shall be applicable to all Temporary signs, as defined herein, except as follows:

- 1) Political signs erected in accordance with Section 4-2-7.
- 2) Non-illuminated Real Estate signs, as specified in Section 4-2-7.

B. Categories of temporary sign permits. Temporary sign permits shall be divided into the following categories:

- 1) Annually renewable ~~temporary~~ banner sign permits
- 2) Limited Temporary Sign permits
- 3) 30-day Temporary Sign permits ~~Banner permits~~

C. Permits required. It shall be unlawful for any person to place or locate any Temporary sign on any property within the City, or allow the placement or location of any Temporary sign on premises within the City owned or controlled by such person, unless a permit for such Temporary sign has first been obtained from the City Building Official in accordance with all regulations, including the following:

- 1) A temporary sign permit is required for the placement of a Temporary sign on a lot or tract within the City subject to the following:

- a. Banners that are permitted on an annual basis shall be allowed to be displayed for one year. Banners must be affixed,, mounted , and/or secured to a building. Banners may not be affixed to any other permanent or temporary structure, motor vehicle or fixture. Temporary signs that are permitted on an annual basis shall be allowed to be displayed for 60

~~consecutive days, starting from the date of permit issuance, provided only 1 sign shall be permitted during the 60 day period. After the expiration date of the permit, the sign shall be immediately removed. There must be at least 30 days between the display of any sign.~~

- b. Use of a Limited Temporary Sign shall be limited to no more than two hundred and seventy (270) days aggregate within a 12-month period. In no event shall a permit authorizing display for more than ninety (90) consecutive days be issued. A separate permit shall be required for each 90-day period of use. Limited temporary signs may be permitted for a period not to exceed 60 consecutive days. After the expiration date of the permit the sign shall be immediately removed.
 - c. 30-day Temporary sign permits may be permitted for a period not to exceed thirty (30) consecutive days. After the expiration of the permit, the sign shall be immediately removed. Banners that are permitted on an annual basis shall be allowed to be displayed for one year. Banners must be affixed, mounted, and/or secured to a building. Banners may not be affixed to any other permanent or temporary structure, motor vehicle or fixture.
 - d. Temporary signs may remain in place only so long as the signs and sign structures, and parts thereof, are maintained in a proper, safe, and hazard-free operating condition not to exceed the time limits specified above. The owner or the owner's designated agent shall be responsible for the maintenance of the signs and sign structures.
- 2) In the case of a special promotion for a grand opening celebration, one (1) additional temporary sign shall be allowed provided the promotion commences within the first three (3) months of the date of issuance of a certificate of occupancy and the grand opening is limited to the address noted on the certificate of occupancy.
 - 3) A Temporary sign may be one (1) of the following: a portable sign; or a banner; or any legal on-premises sign allowed by this Chapter.
 - 4) A legal business shall include apartment complexes and any commercial, industrial, or institutional use for which the building official has issued a certificate of occupancy.
 - 5) ~~A temporary sign permit is~~ Banners that are permitted on an annual basis are required to be renewed annually, on or before the anniversary date of the permit issuance., except as provided in 4-2-11-B. (1) b. above.

- 6) A Temporary sign remaining on display for a period of time in excess of that stated in the permit shall be considered in violation of this Chapter and shall be subject to Chapter 4-2, Section 4-2-15.
- 7) One temporary sign not exceeding sixteen (16) square feet in sign area or five (5) feet in height shall be allowed per non-residentially zoned properties and shall not require a permit.

D. Temporary sign standards. In addition to all other applicable regulations, temporary signs must conform to the following restrictions:

- 1) A temporary sign may be used for on-premise advertising only.
- 2) The use of an Electronic Message Center as a temporary sign shall be prohibited.
- 3) Temporary Banner signs shall be allowed a maximum area of sixty (60) square feet.
- 4) Only one (1) permitted Temporary sign shall be allowed per business, not to exceed two (2) signs per development. For developments with more than three hundred (300) linear feet of street frontage, (one) 1 sign shall be allowed per business not to exceed four (4) Temporary signs.
- 5) No Temporary signs shall be located within seventy-five (75) feet of another Temporary sign.
- 6) A Temporary sign shall be contained on the property of the legal business and shall not extend into the city right-of-way or be located in any visibility clearance area. In no event shall such sign be erected or placed less than (ten) 10 feet from the back of the curb.
- 7) Banners must be attached to the face of the building used by the business or organization to which the banner relates.
- 8) Portable signs may not exceed ~~35~~ forty (40) square feet in area and may not exceed seven (7) feet in height with the exception of Feather Flags which may not exceed fifteen (15) feet in height.
- 9) Portable signs shall be ~~secured~~ securely installed with a minimum of four (4) separate points by metal pins and/or sandbags where necessary, or by other approved means. Such metal pins must penetrate the ground by a distance of not less than ten (10) inches.
- 10) Portable signs shall not be illuminated by any electrical source.

SECTION 3. 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 4. 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 5. Continuation. That nothing in this ordinance or any code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. Penalty. A violation of this ordinance is an offense punishable in accordance with Section 1-1-5 of this code of ordinances.

SECTION 7. 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 May, 2016; and PASSED on Second and Final Reading the _____ day of May, 2016.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

Amarillo City Council Agenda Transmittal Memo



5

Meeting Date	May 17, 2016	Council Priority	Community Appearance & Address Disadvantaged Areas of the Community
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Department	Building Safety
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Agenda Caption**RESOLUTION – PUBLIC HEARING:**

This resolution and public meeting conducts a public hearing on and considers ordering the removal of a substandard structure located at 1107 N Bolton Street.

Agenda Item Summary

This item is the public hearing to determine if the property at 1107 N Bolton Street (one manufactured home) constitutes a public nuisance and thereby declared as a dangerous structure and order the removal of such.

Requested Action

Adopt the resolution declaring that certain improvements described herein are a public nuisance, and requiring the taking down and removal of such improvements.

Funding Summary

The property owner is responsible to pay all costs associated with the Dangerous Structure process and to abate any nuisances. The property owner will be billed for costs incurred. However, this property is in the Community Development Block Grant (CDBG) target area and if the owner qualifies, CDBG funding may be utilized to pay invoiced costs.

Community Engagement Summary

- A Building Safety Inspector identified the abandoned manufactured home while canvassing the neighborhood in the normal course of duties. Posted the property as unsafe. Initiated the Dangerous Structure process.
- This property is located next to a railroad track and is in close proximity to an Outreach Facility.
- Safety and aesthetics of the community as identified through public meetings in the development of Amarillo's Comprehensive Plan.

Staff Recommendation

It is the staff's recommendation to adopt the resolution to declaring certain improvements are public nuisances and requiring the taking down and removal thereof.

RESOLUTION NO. _____

A RESOLUTION DECLARING THAT CERTAIN IMPROVEMENTS DESCRIBED HEREIN ARE PUBLIC NUISANCES, AND REQUIRING THE TAKING DOWN AND REMOVAL OF SUCH IMPROVEMENTS; PROVIDING FOR FILING OF LIENS; PROVIDING A REPEALER CLAUSE; PROVIDING SEVERANCE CLAUSE; PROVIDING EFFECTIVE DATE.

WHEREAS, on the 26th day of April 2016, this Council by resolution called a public hearing for the 17th day of May 2016 for the purpose of determining whether certain conditions constitute a public nuisance; and,

WHEREAS, this Council finds that all notices required by the Amarillo Municipal Code have been complied with and that notice of this hearing has been duly given as directed by this Council; and,

WHEREAS, this Council has listened to the evidence and arguments presented by all persons who appeared before it; and,

WHEREAS, this Council finds that the notice of the Building Official to make the structure safe either by repair or demolition and removal has not been complied with; and,

WHEREAS, this Council finds that the notice of the Building Official to remove rubbish, trash, solid waste and/or unsanitary matter has not been complied with;

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

SECTION 1. The City Council finds that the alleged nuisance condition, address thereof, the legal description of same, and the Interested Persons are as follows:

ADDRESS: 1107 N Bolton St

LEGAL: Lot: 15, Block: 36, East Amarillo #1 Addition to the City of Amarillo, Potter County, TX

INTERESTED PERSONS: Ruben Porras, 368 Callahan Rd SE, Dalton GA 30721-4901

NATURE OF NUISANCE: This property consists of a manufactured home. The structure is unsecured and open. The roof has partially blown off. Little effort has been made to remove or repair this structure. The structure is considered to be fire, health and safety hazard and an attractive nuisance to the community.

SECTION 2. This Council hereby finds the Interested Persons failed, neglected, or refused to comply with the Initial Notice of violation to repair or rehabilitate; or to demolish the Dangerous Structure or portion thereof; or, to timely and substantially complete the terms of a Provisional Permit and determines that each of the improvements, buildings and structures described herein are dangerous structures, are structurally unsafe, constitute a fire hazard and are dangerous to human life, and their continued use will constitute a hazard to the safety, health and public welfare and each are hereby declared to be a public nuisance.

SECTION 3. This Council has deliberated its decision, giving due consideration to and weighing the following factors: validity of the violations as alleged by the Building Official; the

severity of such violations and any corresponding danger to the public; due regard for private property rights; fair opportunity for the Interested Persons to have been notified of the problems and a corresponding opportunity to repair, remediate, or remove the defects or Dangerous Structure; weighing the private property interests of neighbors affected by further delay or deterioration of the subject property; and any other relevant consideration unique to the circumstances of this case which may materially affect due process and equal protection of involved persons.

SECTION 4. This Council now finds that a public nuisance exists, and has not been timely abated, and now issues the following order(s):

[Select one of the following for structural issues and/or go to next page for trash and weeds]

- i _____ the Structure is not a dangerous one or one marked by accumulation of vegetation, debris or trash, and ordering the matter be dismissed and City to dismiss the notice filed in the county real property records; or,

- ii _____ finding the Structure or any other improvement of any kind, or any part thereof, is dangerous and ordering its removal ten (10) days after notice of decision; or,

- iii _____ the Structure is a danger and ordering its removal ten (10) days after notice of decision, however, further finding that good cause exists to grant a reprieve on that order to allow the Interested Persons in the property to seek to qualify for and obtain a provisional permit during that period, and if obtained then the reprieve shall continue for the duration of such permit or successor permit, as provided in this Section. The reprieve granted under this subsection shall expire upon the later of the expiration of time to apply for and obtain a provisional permit or the expiration of such permit. If at expiration of the reprieve the Building Official finds that the defects that gave rise to the finding of a Dangerous Structure have been abated, then the prior order of the City Council to remove the structure is moot; or, if the defects remain, then the Building Official shall proceed to carry out the City Council's prior order to remove the Dangerous Structure; or,

- iv _____ good cause exists to defer the adjudication of the case and directing reinstatement or extension of a prior provisional permit, for a period of time determined by the City Council not exceeding sixty (60) days from date of the hearing. If at the end of the deferral period, the Building Official finds that there has been no substantial progress toward abatement of the defects, then such fact shall be reported to the City Manager who shall request the City Council to set a new hearing and proceed with an adjudication of whether the Structure is dangerous or not, in accordance with the procedures of the Amarillo Municipal Code Sec. 4-3-3 subsection (e).

[Use this option for trash, weeds, etc., either singly or in addition to one of the above]

v_____ The Interested Persons of the Lot, Tract, or Parcel of land with accumulation of rubbish, trash, solid waste and/or unsanitary matter described in the notice of violation are hereby ordered to take down and/or remove the same from the premises within ten (10) days from this order.

SECTION 5. If the Interested Persons of the dangerous structures shall fail, neglect or refuse to comply with this resolution as herein directed, then the Building Official is hereby directed to proceed with the demolition of the various dangerous structures and/or removal of any and all rubbish, trash, solid waste and unsanitary matters described in this resolution, and he may prosecute the Interested Persons as a violator of the provisions of the International Building Code and the Amarillo Municipal Code.

SECTION 6. The Building Official is further directed to determine the cost of such demolition and/or removal and to levy such assessments against the real estate as may be provided by law.

SECTION 7. That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 8. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase or part hereof and such shall be continue in effect.

SECTION 9. That this resolution shall be effective on and after its adoption.

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

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary



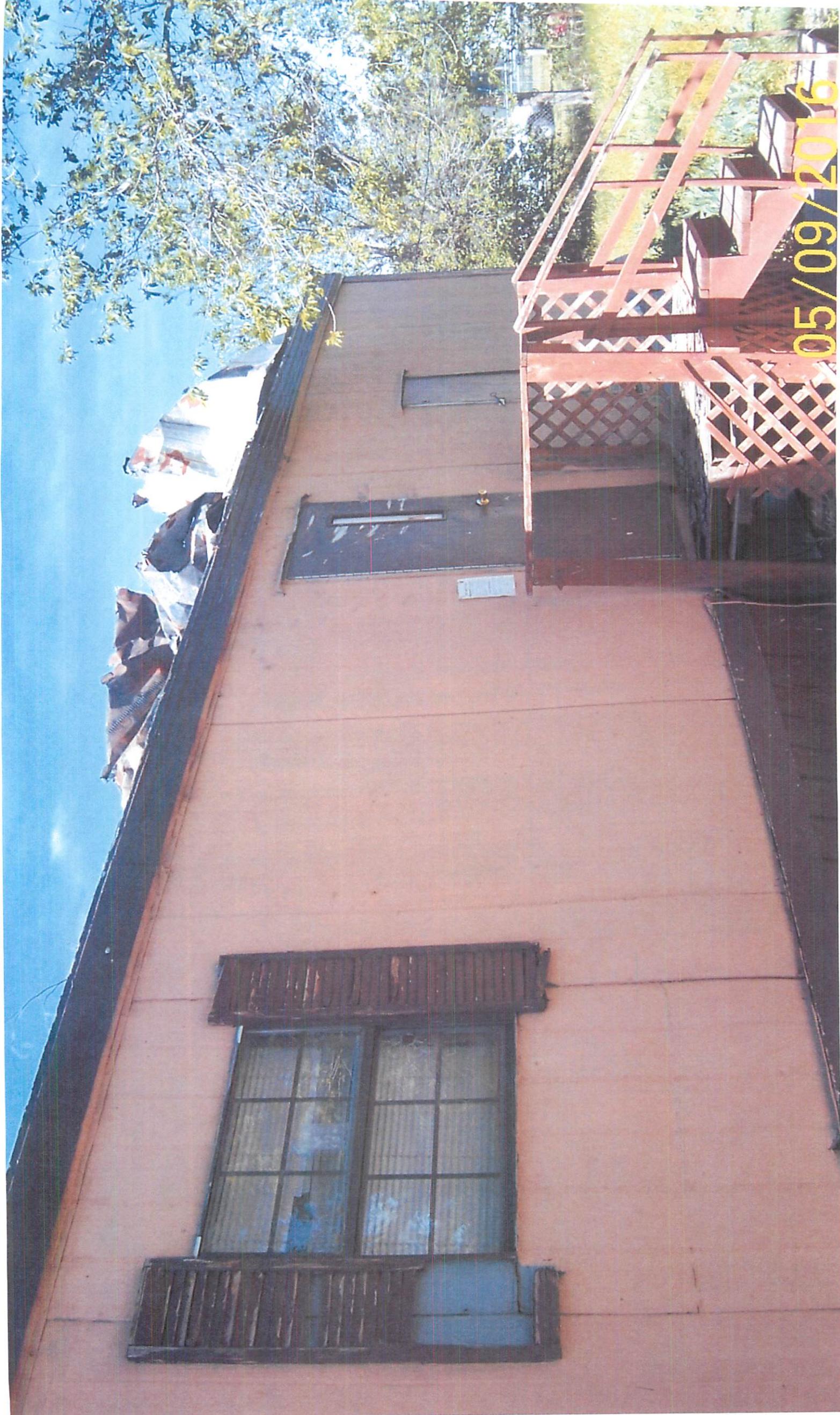
NOTICE
City of Amarillo
Notice of Condemnation Hearing

May 17th, 2016 5:00 PM
509 SE 7th Avenue, Amarillo TX
Commission Chamber on the Third Floor of City Hall

The hearing is to determine if this Premises is
Dangerous or a Nuisance and ordering its
removal or abatement

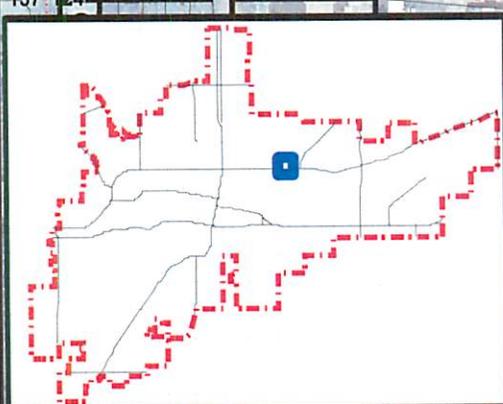
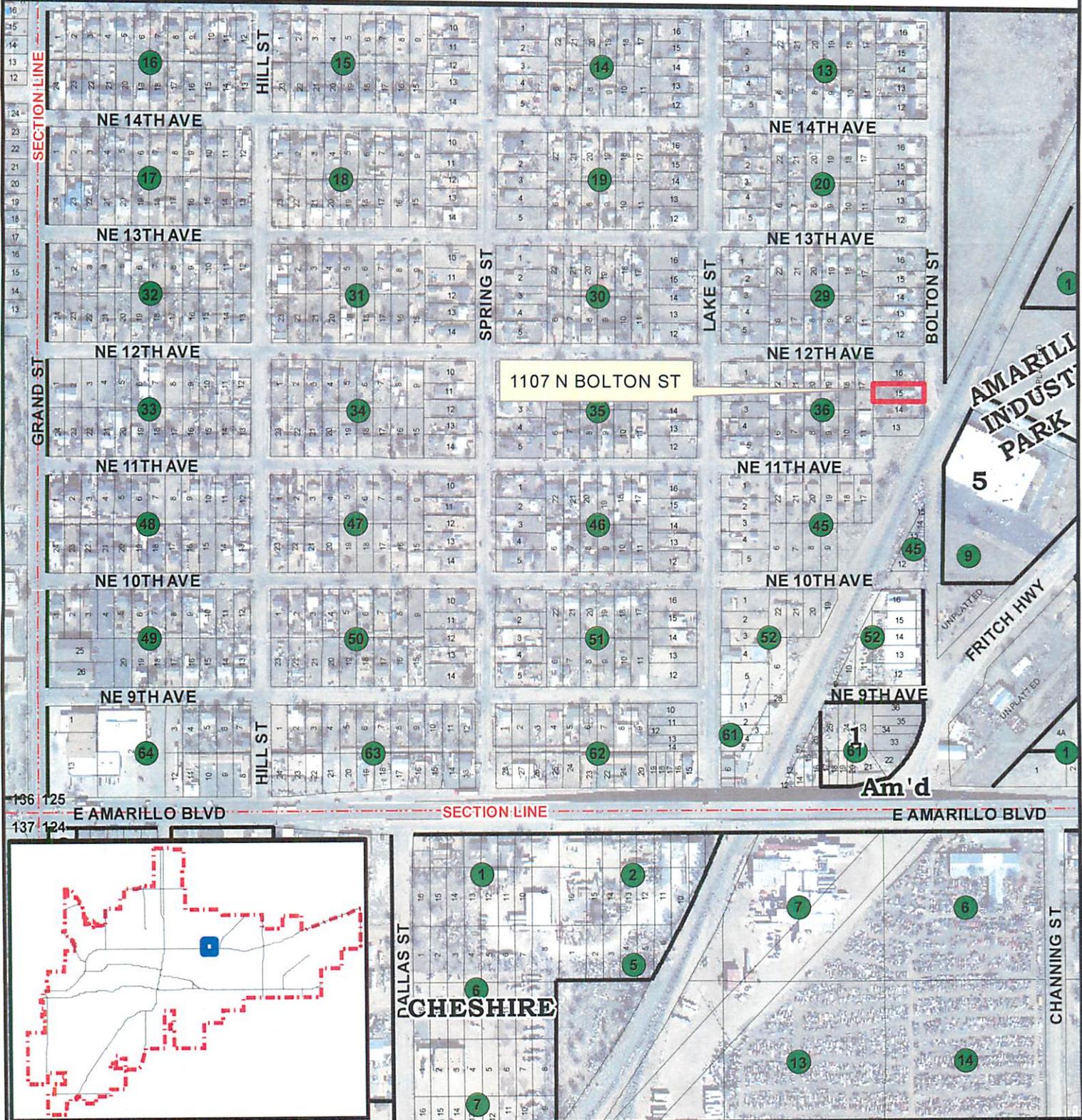
For questions or comments (806) 378- 3041

05/09/2016



05/09/2016

DANGEROUS STRUCTURE AT 1107 N BOLTON ST



CITY OF AMARILLO BUILDING SAFETY DEPARTMENT

1107 N Bolton St - Lot 15, Block 36, East Amarillo
Addition Unit No. 1, Section 125, Block 2, AB&M
Survey, Potter County, Texas.

Parcel # 018-0100-2115

Scale: 1" = 400'
Date: 3-24-16
Vicinity: N Bolton St & NE 12th Ave



AP: Q-10

Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 17, 2016	Council Priority	Community Appearance & Address Disadvantaged Areas of the Community
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Department	Building Safety <i>RWS</i>
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Agenda Caption

RESOLUTION – CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE PUBLIC A NUISANCE AT THE LOCATION(S) STATED:

This resolution sets the date and time for a public hearing on June 7, 2016, at 5:00 p.m. to determine if the property at 2202 SE 19th Avenue constitutes a public nuisance and thereby requiring the removal of such accumulations. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing.

Agenda Item Summary

This item sets the date for a public hearing to determine if the property at 2202 SE 19th Avenue which consists of an unlawful accumulation of solid waste, salvaged items and junk constitutes a public nuisance and thereby ordering the removal of such accumulations.

Requested Action

Adopt the resolution to establish the date for a public hearing.

Funding Summary

The property owner is responsible to pay all costs associated with the Unlawful Accumulations process and to abate any nuisances. The property owner will be billed for costs incurred.

Community Engagement Summary

- A Building Safety Inspector identified the unlawful accumulations while canvassing the neighborhood in the normal course of duties. Initiated a weeds, junk and debris case.
- The clean-up of this property is going to cost over \$1,000 (identified by a bidding process).
- Initiated the Unlawful Accumulation Condemnation case.
- Safety and aesthetics of the community as identified through public meetings in the development of Amarillo's Comprehensive Plan.

Staff Recommendation

It is the staff's recommendation to adopt the resolution setting the date for a public hearing.

RESOLUTION NO. _____

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.

WHEREAS, the Building Official has determined that the conditions described below are unsafe and dangerous and must be abated by demolition and/or removal from the premises; and,

WHEREAS, the Building Official has given notice of the nuisance to the Interested Persons of each of the properties as required by the ordinances of the City; and,

WHEREAS, the Interested Persons whose name appear below in connection with the description of the various improvements and/or conditions have failed, neglected or refused to comply with such notice by the Building Official;

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

SECTION 1. This Council shall conduct a public hearing on the 7th day of June, 2016 at 5:00 o'clock p.m. in its Council Chambers in the Municipal Building in the City of Amarillo, Potter County, Texas, for the purpose of determining whether the conditions described below are a dangerous structure and/or a public nuisance, and the Interested Persons whose name appear below are hereby summoned to appear before this Council at such time and place and testify as to the issue to be decided.

Street Address, Legal Description, Interested Persons & Address and Nature of Nuisance

ADDRESS: 2202 SE 19th Ave

LEGAL: Lot: 2; Block: 10, Lawndale #3 Addition to the City of Amarillo, Potter County, TX;

INTERESTED PERSONS: Wanda Marie Clement, Wade Clement, 2202 SE 19th Ave, Amarillo TX 79103-4102

NATURE OF NUISANCE: This residential property has an unlawful accumulation of excessive solid waste, trash and salvaged items on its premises and includes indoor household type items outside, scrap metal, tires and miscellaneous junk. This excessive accumulation is considered an attractive nuisance and provides an environment for rodents, vermin and presents a fire, health and safety hazard.

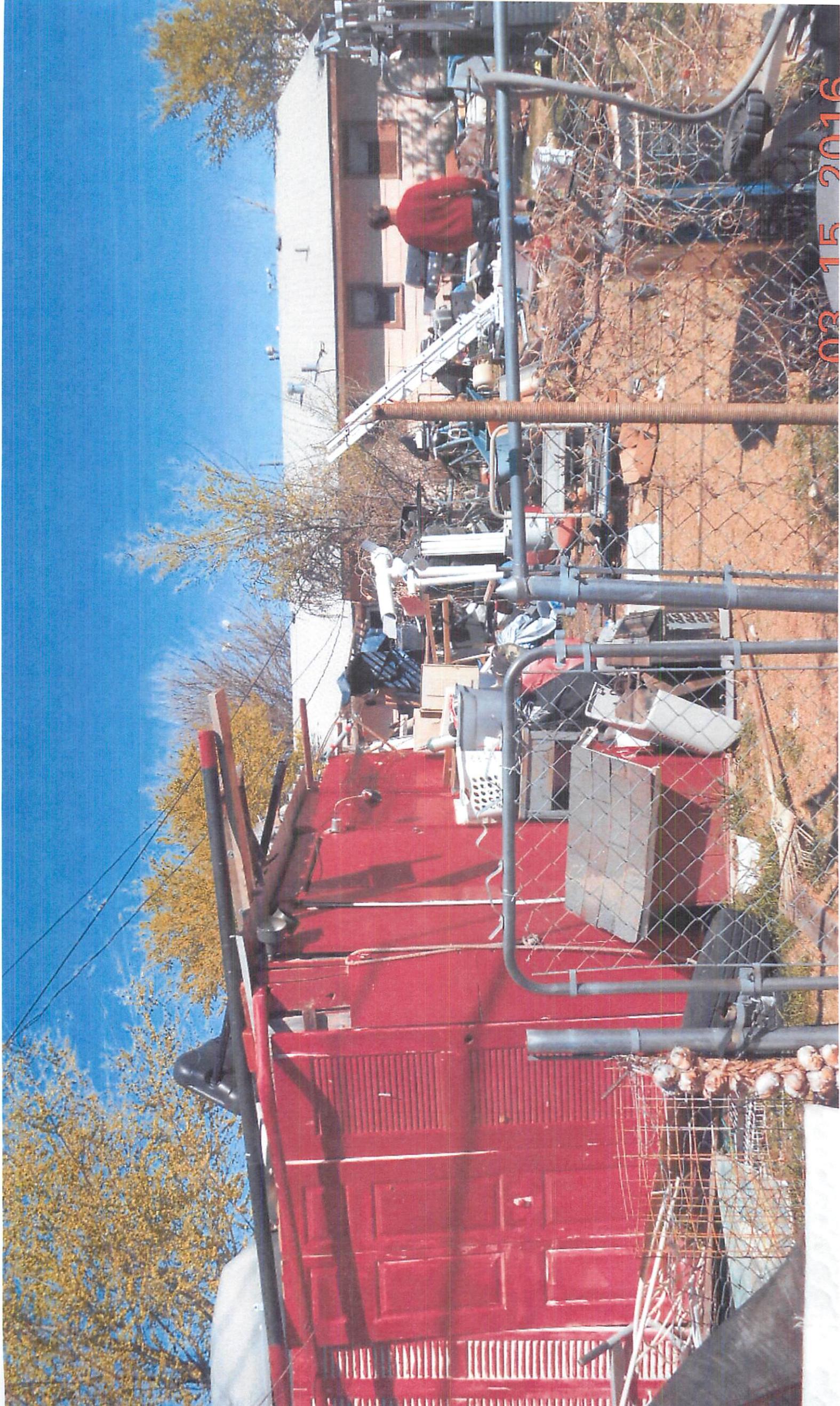
SECTION 2. A copy of this resolution shall be mailed to the Interested Persons of the premises described below at least ten (10) days prior to the date herein set for the public hearing, and notice of said hearing shall be published one (1) time in a newspaper of general circulation in the City of Amarillo, Texas.

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

Paul Harpole, Mayor

ATTEST:

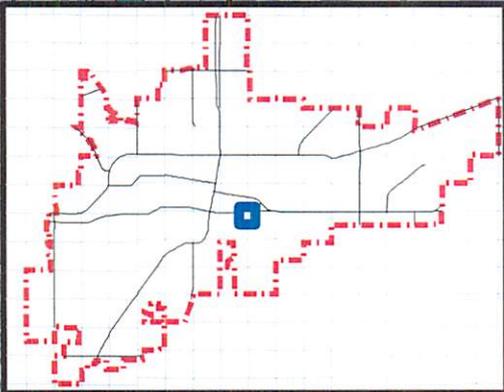
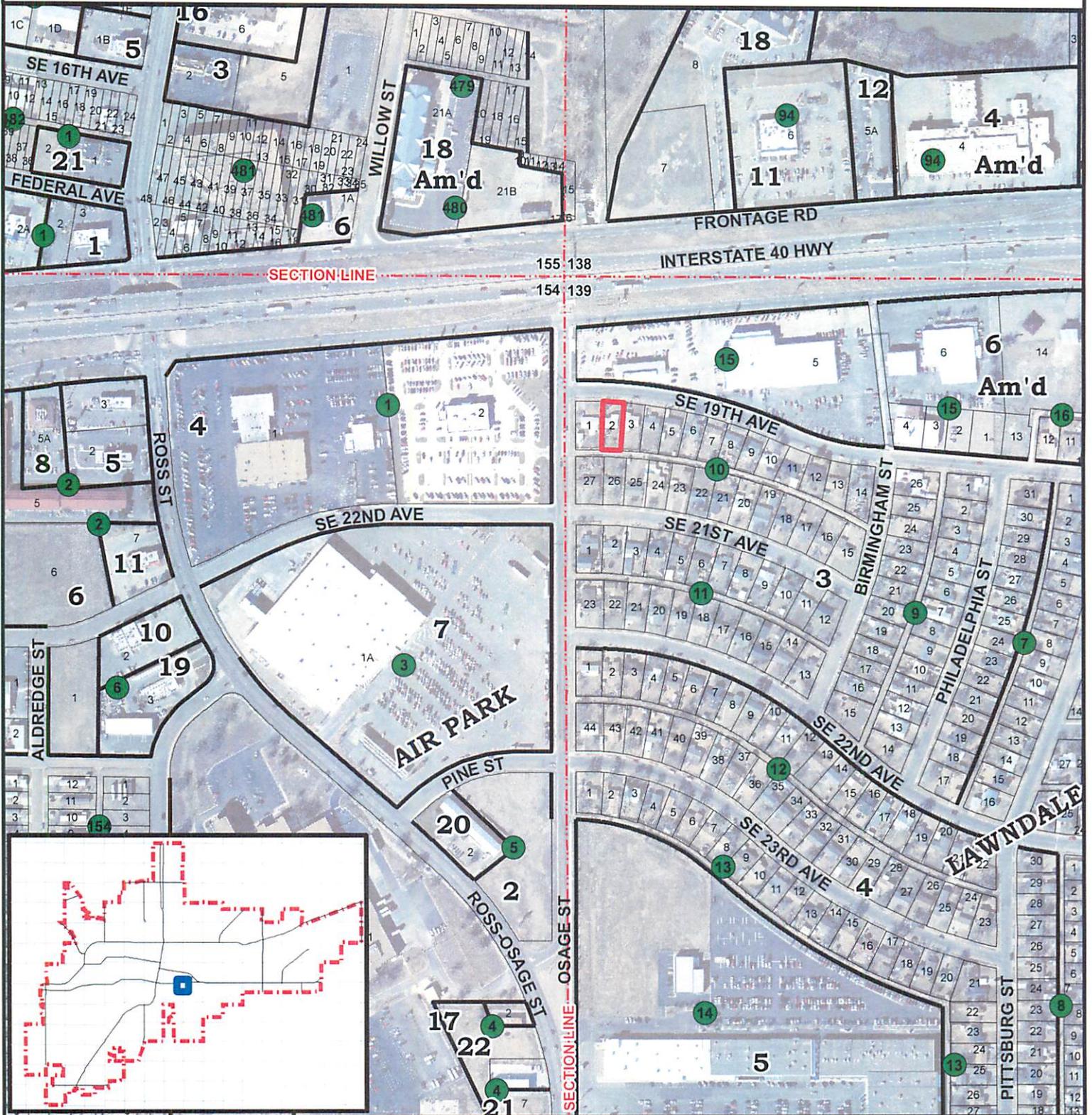
Frances Hibbs, City Secretary



03 15 2016



DANGEROUS STRUCTURE AT 2202 SE 19TH AVE



**CITY OF AMARILLO
BUILDING SAFETY DEPARTMENT**

2202 SE 19th Ave - Lot 2, Block 10, Lawndale Addition
Unit No. 3, Section 139, Block 2, AB&M Survey, Potter
County, Texas.

Parcel # 044-4200-3450

Scale: 1" = 400'
Date: 5-6-16
Vicinity: S Osage St & SE 19th Ave



MEMO



To: Mayor and Members of City Council
From: Terry L. Childers, Interim City Manager
Date: May 12, 2016
Subject: Council Sub-Committee on Board Appointments

One of the important functions of the City Council is to appoint citizens to the various Boards and Commissions established by Council. Boards and Commissions provide essential input to the Council and City Administration on matters of importance to the Amarillo community.

Appointments to Board and Commissions, combined with other Council business, can often times be overwhelming. It is therefore recommended the Council consider a "division of labor" to facilitate the Board and Commission appointment process. The appointment of a Council Sub-committee to prepare recommendations to Council for consideration is a vehicle through which Council can make appointments on a timely basis while ensuring input from individual Council members, citizens and City Administration.

Here is the brief framework for a Council Sub-committee on Board appointments:

- 1) Council appoints two of its members to serve on the Sub-committee
- 2) The Sub-committee will be staffed by City Manager's Office
- 3) The Sub-committee will establish guidelines to guide the recommendation process and present to the Council as a whole for consideration
- 4) Potential candidates for appointment will be sought from individual Council members, expression of interest from citizens through an online application process, alumni from Amarillo 101, City Administration, etc.
- 5) Potential names will be vetted by the Sub-committee and the City Secretary prior to the Sub-committee preparing recommendations for submission to the Council
- 6) A list of proposed appointments will be placed on the Council Agenda for discussion and appointment by Council

The proposed Sub-committee mirrors recent Sub-committee's established by Council to address economic development policies and the City Audit.

RESOLUTION NO. 05-17-16-_____

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS ESTABLISHING A SUBCOMMITTEE TO SERVE AS ADVISORY COMMITTEE TO THE CITY COUNCIL TO EVALUATE AND MAKE RECOMMENDATIONS FOR CITY COUNCIL APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, the City Council values broad community participation in its evaluation of prospective appointees to Boards and Commissions and desires to appoint a subcommittee to advise the City Council to better facilitate appointments to various Boards and Commissions; and

WHEREAS, work by a Subcommittee of the City Council with the aid of City staff, will provide input and recommendations to the Council, so that the Council can make timely appointments.

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

Section 1. There is hereby established a Subcommittee of the City Council (“Subcommittee”) to provide input and provide recommendations to the Council and City Administration on appointments of citizens to the various Boards and Commissions.

Section 2. The Subcommittee shall consist of the following members:

- a. Councilmember _____.
- b. Councilmember _____.

Section 3. The Subcommittee will be staffed by the City Manager’s Office and will perform the following tasks:

- a. The Subcommittee will establish guidelines to guide the recommendation process and present the same to Council as a whole for consideration.
- b. Potential candidates for appointment will be sought from individual Council members, expression of interest from citizens through an online application process, alumni from Amarillo 101, etc.
- c. Potential names will be vetted by the subcommittee and the City staff prior to the subcommittee preparing recommendations for submission to the Council.
- d. A list of proposed appointments will be placed on the Council Agenda for discussion and possible appointment by Council.

05/12/16

Section 4. The Subcommittee shall serve until such time as the City Council determines the purposes of the Subcommittee have been fulfilled.

Section 5. That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

Section 6. That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in effect.

Section 7. This Resolution shall become effective from and after its passage.

PASSED AND APPROVED this 17th day of May 2016.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	May 17, 2016	Council Priority	Community Appearance
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Department	Animal Management & Welfare
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Agenda Caption

Presentation of a Spay Initiative "Diva Day". Critter Haven Rescue and Animal Management & Welfare have partnered to offer 350 spay vouchers with accompanying microchips and necessary vaccinations. Zip Codes of focus for the Spay Initiative are 79106 or 79107.

Agenda Item Summary

The Spay Initiative known as "Diva Day" is only able to occur due to the generosity of Critter Haven Rescue. Critter Haven Rescue will provide the 350 spay vouchers while Animal Management & Welfare will provide the microchips and species specific vaccinations. 100 vouchers will be issued on the last Wednesday of each month until they are depleted.

Requested Action

Acknowledgement and promotion of the Private/Public Partnership to help address the animal overpopulation issue.

Funding Summary

N/A

Community Engagement Summary

NA

Staff Recommendation

For City Council to promote Private and Government partnership to help address animal overpopulation issues within the City of Amarillo zip codes 79106 or 79107.

Diva Days

Free Sterilization Vouchers

(PLUS MICROCHIP, RABIES AND VACCINATIONS)

From Critter Haven Rescue & AAM&W

If You live in the **ZIP CODE- 79106 or 79107**
and have a **Female Pet** that is not **fixed.....** YOU
May **QUALIFY FOR YOUR PET TO BE SPAYED FOR FREE**

Bring your pet, proof of address (utility bill) and also your Drivers
License, a copy of last vet records on your pet and your pet to

Amarillo Animal Management & Welfare

3501 South Osage

806-378-9032

The Last Wednesday Of Every Month From 11:00 Am - 6:00 PM

100 Vouchers per Month Will Be Given Out

RESTRICTIONS TO THIS OFFER

- 1. PET MUST BE 4 MONTHS OR OLDER**
- 2. PET MUST NOT BE PREGNANT, IN HEAT**
- 3. PET MUST BE HEALTHY. PLEASE BRING VET RECORDS WITH YOU**
- 4. PET MUST BE FREE OF FLEAS AND TICKS**
- 5. YOU MUST LIVE IN THE 79106 OR 79107 ZIP CODE, WITH PROOF OF THIS BEING YOUR ADDRESS.(DRIVERS LICENSE & UTILITY BILL)**
- 6. YOU MUST BRING YOUR PET & SHOT RECORDS WITH YOU TO FILL OUT PAPERWORK.**

CRITTER HAVEN RESCUE HAS 350 VOUCHERS AVAILABLE TO GET PETS SPAYED FOR FREE !!! We will verify you qualify and set you an appointment up to get your pet fixed for free at ROSS/OSAGE VET CLINIC. No Phone calls , first come first served.

Amarillo City Council Agenda Transmittal Memo



A

Meeting Date	5/17/16	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 \$143,175.00, is for the purchase of groundwater rights to add 95.45 acres in proximity of the City owned Well #519 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 approval 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 Stephen Detten and Tonya Detten, 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 Potter and Carson Counties, 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 as described in Exhibit B attached hereto and incorporated herein.

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, 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 as of the Effective Date of this CONTRACT. 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 mineral 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 SELLER'S authorization, which authorization shall not be unreasonably withheld, shall have the right of ingress and egress to and from SELLER'S REAL PROPERTY.

SELLER and relatives of SELLER currently have taps on PURCHASER'S water lines that run through the REAL PROPERTY for domestic and livestock purposes. These taps are not subject to this CONTRACT and SELLER and relatives of SELLER shall continue to have use of said taps under the terms of the agreements providing for same.

b. PURCHASER shall not have the right to use, in any manner, the surface of the REAL PROPERTY or any Surface Water (as defined below) located on the REAL PROPERTY. PURCHASER shall not have the right to use the surface of SELLER'S REAL PROPERTY for any purpose, including, but not limited to, drilling wells and piping water. 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 and PURCHASER acknowledge that conditions relating to the Groundwater and use of the Groundwater Estate by PURCHASER 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 Forty-Three Thousand One Hundred Seventy-Five Dollars (\$143,175.00) for the Groundwater Estate.

2.02 Independent Consideration. Within ten (10) business days following the execution of this CONTRACT by SELLER and PURCHASER, PURCHASER shall deliver to SELLER a check in the amount of Five Hundred and 00/100 Dollars (\$500.00) ("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 Most Favored Nations. PURCHASER agrees that in the event that PURCHASER acquires any water rights within five miles of the SELLER's REAL PROPERTY within three years from the Effective Date of this CONTRACT at a price greater than Fifteen Hundred Dollars (\$1,500.00) per acre, PURCHASER will be obligated to pay SELLER the difference between the price paid herein and the higher price paid.

III.
SURVEY

3.01 Survey. PURCHASER has obtained an updated survey at PURCHASER'S sole cost and expense.

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, including all amendments, modifications and supplements thereto;
- b. Copies of all agreements or documentation relating to or which may relate to or affect the Groundwater Estate;
- c. Copies of the most recent tax statements and current valuation notices with respect to all or any portion of the Groundwater Rights and the REAL PROPERTY and the most recent fee statements from the District or any other groundwater districts that have the right to govern any aspect of the REAL PROPERTY or the Groundwater Rights;
- d. 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, 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, 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.

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"), in the form attached hereto as Exhibit C and made a part hereof, 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 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.

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. MISCELLANEOUS

8.01 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.

8.02 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.

8.03 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 of each of their signatures.

8.04 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 a facsimile transmission. 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:
Steve Detten Jr.

~~Amarillo, TX 79~~

Phone: _____

Fax: _____

E-mail: _____

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.

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

8.06 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.

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

8.08 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.

8.09 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.

8.10 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.

8.11 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.

8.12 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.

8.13 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.

8.14 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.

8.15 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.

8.16 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.

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.

4/20/2016

SELLER:

Stephen Detten
Stephen Detten

Date: 5-6-16

Tonya Detten
Tonya Detten

Date: 5-6-16

PURCHASER:

By: _____
Bob Cowell, Deputy City Manager

Date: _____

ATTEST:

Frances Hibbs, City Secretary

4/20/2016

EXHIBIT A
REAL PROPERTY OWNED BY SELLER.

A portion of Section 4, Block 1, SK&K Survey, Carson County Texas, Vol. 2679, Page 737; and

A portion of Section 5, Block 1, SK&K Survey, Potter and Carson Counties Texas, Vol. 2679, Page 737; and

A portion of Section 49, Block 1, BS&F Survey, Potter and Carson Counties Texas, Vol. 2679, Page 737.

EXHIBIT B
GROUNDWATER RIGHTS TO BE PURCHASED BY PURCHASER

A 92.96 ACRE TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 5, BLOCK 1, S.K. & K. SURVEY, CARSON AND POTTER, COUNTY, TEXAS AND A PORTION OF SECTION 49, BLOCK 1, S.K. & K. SURVEY, POTTER COUNTY, TEXAS AS CONVEYED TO STEPHEN DETTEN BY INSTRUMENT AS RECORDED IN VOLUME 2679, PAGE 737, OFFICIAL PUBLIC RECORDS OF POTTER COUNTY, TEXAS, SAID 92.96 ACRE TRACT OF LAND HAVING BEEN SURVEYED ON THE GROUND BY FURMAN LAND SURVEYORS, INC. ON APRIL 4, 2016 AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 ROD WITH CAP MARKED "FURMAN RPLS" SET IN THE WEST LINE OF SAID DETTEN TRACT, SAME BEING THE EAST LINE OF THE ABANDONED ROCK ISLAND RAILROAD RIGHT-OF-WAY (R-O-W) AS CONVEYED TO SIDNEY BOYCE AND LAUREL EMMETT BY INSTRUMENT AS RECORDED IN VOLUME 1698, PAGE 284, OFFICIAL PUBLIC RECORDS OF POTTER COUNTY, TEXAS, SAME BEING THE BEGINNING OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S 54°55'05" W - 2640.00 FEET, WHENCE A 1" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SECTION 5 BEARS EAST - 563.50 FEET AND N 00°02'24" E - 1318.73 FEET;

THENCE SOUTHWESTERLY ON SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2640 FEET, AN ARC LENGTH OF 5908.59 FEET AND A CHORD BEARING OF S 29°02'05" W - 4750.35 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "FURMAN RPLS" SET IN THE WEST LINE OF SAID ABANDONED RAILROAD FOR THE MOST SOUTHERLY CORNER OF THIS TRACT;

THENCE N 36°32'49" E ON SAID EAST LINE OF ABANDONED RAILROAD R-O-W LINE FOR A DISTANCE OF 198.73 FEET TO A 1/2 INCH IRON ROD WITH AN ALUMINUM CAP MARKED "FURMAN LAND SURVEYORS", FOUND IN THE SOUTH LINE OF SECTION 5, SAME BEING THE NORTH LINE OF SECTION 49, BLOCK 1, S.K. & K. SURVEY, POTTER COUNTY, TEXAS, WHENCE A 5/8 INCH REBAR WITH ALUMINUM CAP FOUND FOR THE SOUTHWEST CORNER OF SECTION 5 BEARS S 89°58'57" W - 2534.02 FEET;

THENCE N 89°58'57" E ON SAID SOUTH LINE OF SECTION 5 FOR A DISTANCE OF 31.13 FEET TO A 1/2 INCH IRON ROD WITH AN ALUMINUM CAP MARKED "FURMAN LAND SURVEYORS", FOUND WHENCE A 3/4 INCH IRON ROD FOUND FOR THE SOUTH EAST CORNER OF SECTION 5 BEARS N 89°58'57" E (BASE LINE) FOR A DISTANCE OF 2716.79 FEET;

THENCE N 36°32'49" E ON SAID EAST LINE OF ABANDONED RAILROAD R-O-W FOR A DISTANCE OF 1818.44 FEET TO A 1/2 INCH IRON ROD WITH ALUMINUM CAP MARKED "FURMAN LAND SURVEYORS" FOUND FOR THE BEGINNING OF A CURVE TO THE LEFT WHOSE CENTER BEARS N 53°26'56" W - 5854.56 FEET;

THENCE ON SAID CURVE TO THE LEFT HAVING A RADIUS OF 5854.56 FEET, AN ARC LENGTH OF 2776.75 FEET AND A CHORD BEARING OF N 22°57'50" E - 2750.80 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 92.96 ACRE OF LAND, MORE OR LESS.

A 2.47 ACRE TRACT OF LAND OUT OF SECTION 4, BLOCK 1, S.K. & K. SURVEY, CARSON COUNTY, TEXAS AND BEING THE NORTHERLY PORTION OF THAT 21.24 ACRE TRACT OR PARCEL OF LAND AS CONVEYED TO STEPHEN DETTEN BY INSTRUMENT AS RECORDED IN VOLUME 2679, PAGE 737, OFFICIAL PUBLIC RECORDS OF POTTER COUNTY, TEXAS, HAVING BEEN SURVEYED ON THE GROUND BY FURMAN LAND SURVEYORS, INC. ON APRIL 4, 2018 AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH CAP STAMPED "FURMAN RPLS" SET FOR THE NORTHWEST CORNER OF THIS TRACT, SAME BEING THE NORTHWEST CORNER OF SAID DETTEN TRACT, WHENCE A 1/2 INCH REBAR WITH RED PLASTIC CAP MARKED "APEX-5275-5718" FOUND FOR THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OR PARCEL OF LAND AS CONVEYED TO GLENN AND JOYCE COCKRELL BY INSTRUMENT AS RECORDED IN VOLUME 440, PAGE 92, DEED RECORDS OF CARSON COUNTY, TEXAS SAME, BEING THE NORTHWEST CORNER OF THAT CERTAIN TRACT OR PARCEL OF LAND AS CONVEYED TO SIDNEY BOYCE AND LAUREL EMMETT BY INSTRUMENT AS RECORDED IN VOLUME 188, PAGE 672, DEED RECORDS OF CARSON COUNTY, TEXAS BEARS S 89°00'05" W - 148.89 FEET;

THENCE N 89°00'05" E ON SAID NORTH LINE OF DETTEN TRACT, SAME BEING THE SOUTH LINE OF SAID COCKRELL TRACT FOR A DISTANCE OF 344.72 FEET TO A 1/2 INCH ROD WITH CAP STAMPED "FURMAN RPLS" SET FOR THE NORTHEAST CORNER OF THIS TRACT, SAME BEING THE BEGINNING OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N 66°52'23" W - 2640.00 FEET, WHENCE A 1 INCH GALVANIZED IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID DETTEN TRACT BEARS N 89°00'05" E - 215.98 FEET;

THENCE SOUTHWESTERLY ON SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2640.00 FEET, AN ARC LENGTH OF 669.65 FEET AND A CHORD BEARING OF S 30°23'37"W - 667.86 FEET TO A 1/2 INCH ROD WITH CAP STAMPED "FURMAN RPLS" SET IN THE WEST LINE OF THIS TRACT, SAME BEING THE EAST LINE OF SAID MASTERSON AND STINNETT TRACT, WHENCE A 1 INCH IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID DETTEN TRACT BEARS S 00°40'51" E - (BASE LINE), 1100.88 FEET;

THENCE N 00°40'51" W FOR A DISTANCE OF 570.11 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2.47 ACRES OF LAND, MORE OR LESS.

4/20/2016

EXHIBIT C
WARRANTY DEED
Water Rights General Warranty Deed

Effective Date: Effective as of April __, 2016

Grantor: Stephen Detten and Tonya Detten, owning, using, occupying, and claiming other property as homestead

Grantor's Mailing Address:

Grantee: City of Amarillo, Texas

Grantee's Mailing Address: P.O. Box 1971, Amarillo, Potter County, Texas 79105-1971

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration for which no liens, express or implied are retained

Real Property: That certain real property located in Potter and Carson Counties, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

Groundwater: 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 Deed the "Ogallala Formation" means a heterogeneous geologic water bearing formation containing the Ogallala Aquifer.

Groundwater Rights: All of the Groundwater now or in the future located in or under the Real Property, as found in or above the Ogallala Formation, 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 Groundwater. Grantee does not have the right to use any of the surface of the Real Property for any purpose.

Personal Property: All personal property rights relating to the Groundwater, (but excluding all water wells, and all pumps, windmills, casing, piping, floats, storage and stock tanks and all other items of personal property used in connection with Grantor's water wells owned by Grantor and now or hereafter located on the Real Property.

The Groundwater, Groundwater Rights, and Personal Property are hereinafter collectively referred to as "Groundwater Estate".

Reservations from Conveyance. There is hereby reserved unto Grantor, its successors and assigns, the right to utilize Groundwater, at no cost to Grantor, 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 Grantor, its heirs, successors and assigns, (), and for watering of domestic and grazing animals. s. In all cases, “domestic and livestock use” shall be limited in terms of maximum production per well, windmill, or other to those limits commonly ascribed by law or groundwater district regulation unless otherwise agreed by Grantor and Grantee. 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 as of the Effective Date of this Deed, but shall not include the right to use or allow the use of Groundwater 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 mineral owners of the Real Property shall have the right to use Groundwater for oil, gas, and mineral drilling and exploration, excluding water flooding and secondary recovery operations. These limitations on the use of the Reserved Groundwater shall be restrictions running with the Reserved Groundwater and shall be binding upon Grantor and Grantor’s heirs, successors, and assigns and any person using the reserved ground water under lease or other agreement with Grantor. The restrictions on the Reserved Groundwater may be enforced by restraining orders and injunctions (temporary and permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and shall be obtainable only by the parties to or those benefitted by these provisions, provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

Taxes. From and after the Effective Date, Grantee shall be responsible for all taxes, water fees, assessments, levies, charges and surcharges (including any fees and taxes assessed by any Groundwater Conservation District) associated with Grantee’s ownership, pumping and use of the Groundwater Rights. Grantor shall continue to be responsible for the payment of all ad valorem taxes and assessments relating to the Real Property, all taxes, water fees, assessments, levies, charges and surcharges (including any fees and taxes assessed by the any Groundwater Conservation District) associated with Grantor’s ownership, pumping and use of the Reserved Groundwater

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted SUBJECT TO the foregoing reservations to the extent they are in effect and validly existing as of the effective date hereof, and effect the use of Groundwater or the Groundwater Rights by Grantee.

This Deed is made and accepted pursuant to and in accordance with the terms of that certain Contract of Sale (Groundwater Rights), between Grantor and Grantee dated April __, 2016.

Grantor, for the Consideration, and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee, its successor and assigns, the Groundwater Estate in the Real Property together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee and Grantee’s successors and assigns forever.

4/20/2016

Grantor binds Grantor and Grantor's heirs, personal representatives, successors and assigns to warrant and forever defend all and singular the Groundwater Estate to Grantee and Grantee's successors and assigns against any person lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty. Title to the Personal Property passes at the time this deed is delivered.

When the context requires, singular nouns and pronouns include the plural.

Executed by the parties to be effective as of the Effective Date.

GRANTOR:

Stephen Detten

Tonya Detten

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF POTTER §

This instrument was acknowledged before me on the _____ day of April, 2016 by Stephen Detten.

Notary Public, State of Texas
My Commission Expires on _____

THE STATE OF TEXAS §
 §
COUNTY OF POTTER §

This instrument was acknowledged before me on the _____ day of April, 2016 by Tonya Detten.

Notary Public, State of Texas
My Commission Expires on _____

EXHIBIT "A"
To General Warranty Deed
Real Property

A 92.96 ACRE TRACT OR PARCEL OF LAND BEING A PORTION OF SECTION 5, BLOCK 1, S.K. & K. SURVEY, CARSON AND POTTER, COUNTY, TEXAS AND A PORTION OF SECTION 49, BLOCK 1, S.K. & K. SURVEY, POTTER COUNTY, TEXAS AS CONVEYED TO STEPHEN DETTEN BY INSTRUMENT AS RECORDED IN VOLUME 2679, PAGE 737, OFFICIAL PUBLIC RECORDS OF POTTER COUNTY, TEXAS, SAID 92.96 ACRE TRACT OF LAND HAVING BEEN SURVEYED ON THE GROUND BY FURMAN LAND SURVEYORS, INC. ON APRIL 4, 2016 AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 ROD WITH CAP MARKED "FURMAN RPLS" SET IN THE WEST LINE OF SAID DETTEN TRACT, SAME BEING THE EAST LINE OF THE ABANDONED ROCK ISLAND RAILROAD RIGHT-OF-WAY (R-O-W) AS CONVEYED TO SIDNEY BOYCE AND LAUREL EMMETT BY INSTRUMENT AS RECORDED IN VOLUME 1698, PAGE 284, OFFICIAL PUBLIC RECORDS OF POTTER COUNTY, TEXAS, SAME BEING THE BEGINNING OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S 54°55'05" W - 2640.00 FEET, WHENCE A 1" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SECTION 5 BEARS EAST - 563.50 FEET AND N 00°02'24" E - 1318.73 FEET;

THENCE SOUTHWESTERLY ON SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2640 FEET, AN ARC LENGTH OF 5908.59 FEET AND A CHORD BEARING OF S 29°02'05" W - 4750.35 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "FURMAN RPLS" SET IN THE WEST LINE OF SAID ABANDONED RAILROAD FOR THE MOST SOUTHERLY CORNER OF THIS TRACT;

THENCE N 36°32'49" E ON SAID EAST LINE OF ABANDONED RAILROAD R-O-W LINE FOR A DISTANCE OF 198.73 FEET TO A 1/2 INCH IRON ROD WITH AN ALUMINUM CAP MARKED "FURMAN LAND SURVEYORS", FOUND IN THE SOUTH LINE OF SECTION 5, SAME BEING THE NORTH LINE OF SECTION 49, BLOCK 1, S.K. & K. SURVEY, POTTER COUNTY, TEXAS, WHENCE A 5/8 INCH REBAR WITH ALUMINUM CAP FOUND FOR THE SOUTHWEST CORNER OF SECTION 5 BEARS S 89°58'57" W - 2534.02 FEET;

THENCE N 89°58'57" E ON SAID SOUTH LINE OF SECTION 5 FOR A DISTANCE OF 31.13 FEET TO A 1/2 INCH IRON ROD WITH AN ALUMINUM CAP MARKED "FURMAN LAND SURVEYORS", FOUND WHENCE A 3/4 INCH IRON ROD FOUND FOR THE SOUTH EAST CORNER OF SECTION 5 BEARS N 89°58'57" E (BASE LINE) FOR A DISTANCE OF 2716.79 FEET;

THENCE N 36°32'49" E ON SAID EAST LINE OF ABANDONED RAILROAD R-O-W FOR A DISTANCE OF 1818.44 FEET TO A 1/2 INCH IRON ROD WITH ALUMINUM CAP MARKED "FURMAN LAND SURVEYORS" FOUND FOR THE BEGINNING OF A CURVE TO THE LEFT WHOSE CENTER BEARS N 53°26'56" W - 5854.56 FEET;

THENCE ON SAID CURVE TO THE LEFT HAVING A RADIUS OF 5854.56 FEET, AN ARC LENGTH OF 2776.75 FEET AND A CHORD BEARING OF N 22°57'50" E - 2750.80 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 92.96 ACRE OF LAND, MORE OR LESS.

A 2.47 ACRE TRACT OF LAND OUT OF SECTION 4, BLOCK 1, S.K. & K. SURVEY, CARSON COUNTY, TEXAS AND BEING THE NORTHERLY PORTION OF THAT 21.24 ACRE TRACT OR PARCEL OF LAND AS CONVEYED TO STEPHEN DETTEN BY INSTRUMENT AS RECORDED IN VOLUME 2679, PAGE 737, OFFICIAL PUBLIC RECORDS OF POTTER COUNTY, TEXAS, HAVING BEEN SURVEYED ON THE GROUND BY FURMAN LAND SURVEYORS, INC. ON APRIL 4, 2016 AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

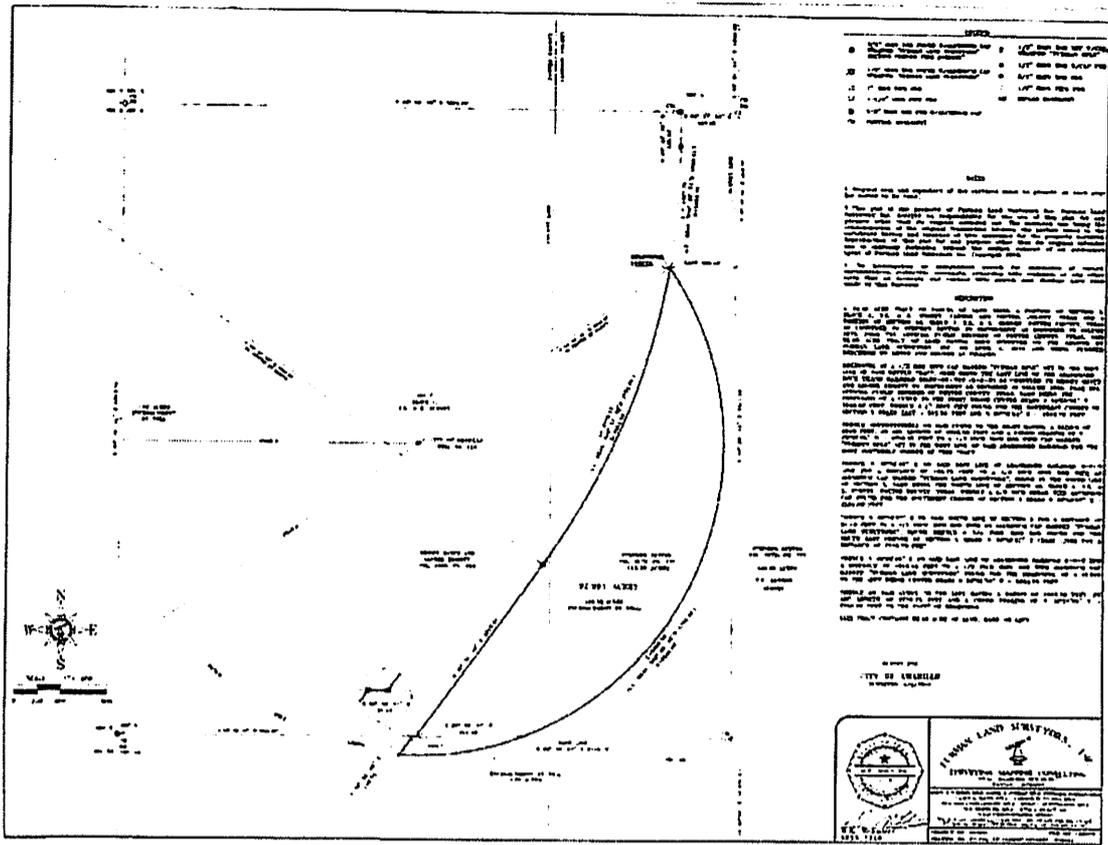
BEGINNING AT A 1/2 INCH IRON ROD WITH CAP STAMPED "FURMAN RPLS" SET FOR THE NORTHWEST CORNER OF THIS TRACT, SAME BEING THE NORTHWEST CORNER OF SAID DETTEN TRACT, WHENCE A 1/2 INCH REBAR WITH RED PLASTIC CAP MARKED "APEX-5275-5718" FOUND FOR THE SOUTHWEST CORNER OF THAT CERTAIN TRACT OR PARCEL OF LAND AS CONVEYED TO GLENN AND JOYCE COCKRELL BY INSTRUMENT AS RECORDED IN VOLUME 440, PAGE 92, DEED RECORDS OF CARSON COUNTY, TEXAS SAME, BEING THE NORTHWEST CORNER OF THAT CERTAIN TRACT OR PARCEL OF LAND AS CONVEYED TO SIDNEY BOYCE AND LAUREL EMMETT BY INSTRUMENT AS RECORDED IN VOLUME 188, PAGE 872, DEED RECORDS OF CARSON COUNTY, TEXAS BEARS S 89°00'05" W - 148.89 FEET;

THENCE N 89°00'05" E ON SAID NORTH LINE OF DETTEN TRACT, SAME BEING THE SOUTH LINE OF SAID COCKRELL TRACT FOR A DISTANCE OF 344.72 FEET TO A 1/2 INCH ROD WITH CAP STAMPED "FURMAN RPLS" SET FOR THE NORTHEAST CORNER OF THIS TRACT, SAME BEING THE BEGINNING OF A CURVE TO THE RIGHT WHOSE CENTER BEARS N 66°52'23" W - 2640.00 FEET, WHENCE A 1 INCH GALVANIZED IRON PIPE FOUND FOR THE NORTHEAST CORNER OF SAID DETTEN TRACT BEARS N 89°00'05" E - 215.98 FEET;

THENCE SOUTHWESTERLY ON SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2640.00 FEET, AN ARC LENGTH OF 669.65 FEET AND A CHORD BEARING OF S 30°23'37"W - 667.86 FEET TO A 1/2 INCH ROD WITH CAP STAMPED "FURMAN RPLS" SET IN THE WEST LINE OF THIS TRACT, SAME BEING THE EAST LINE OF SAID MASTERSON AND STINNETT TRACT, WHENCE A 1 INCH IRON PIPE FOUND FOR THE SOUTHWEST CORNER OF SAID DETTEN TRACT BEARS S 00°40'51" E - (BASE LINE), 1100.88 FEET;

THENCE N 00°40'51" W FOR A DISTANCE OF 570.11 FEET TO THE POINT OF BEGINNING.

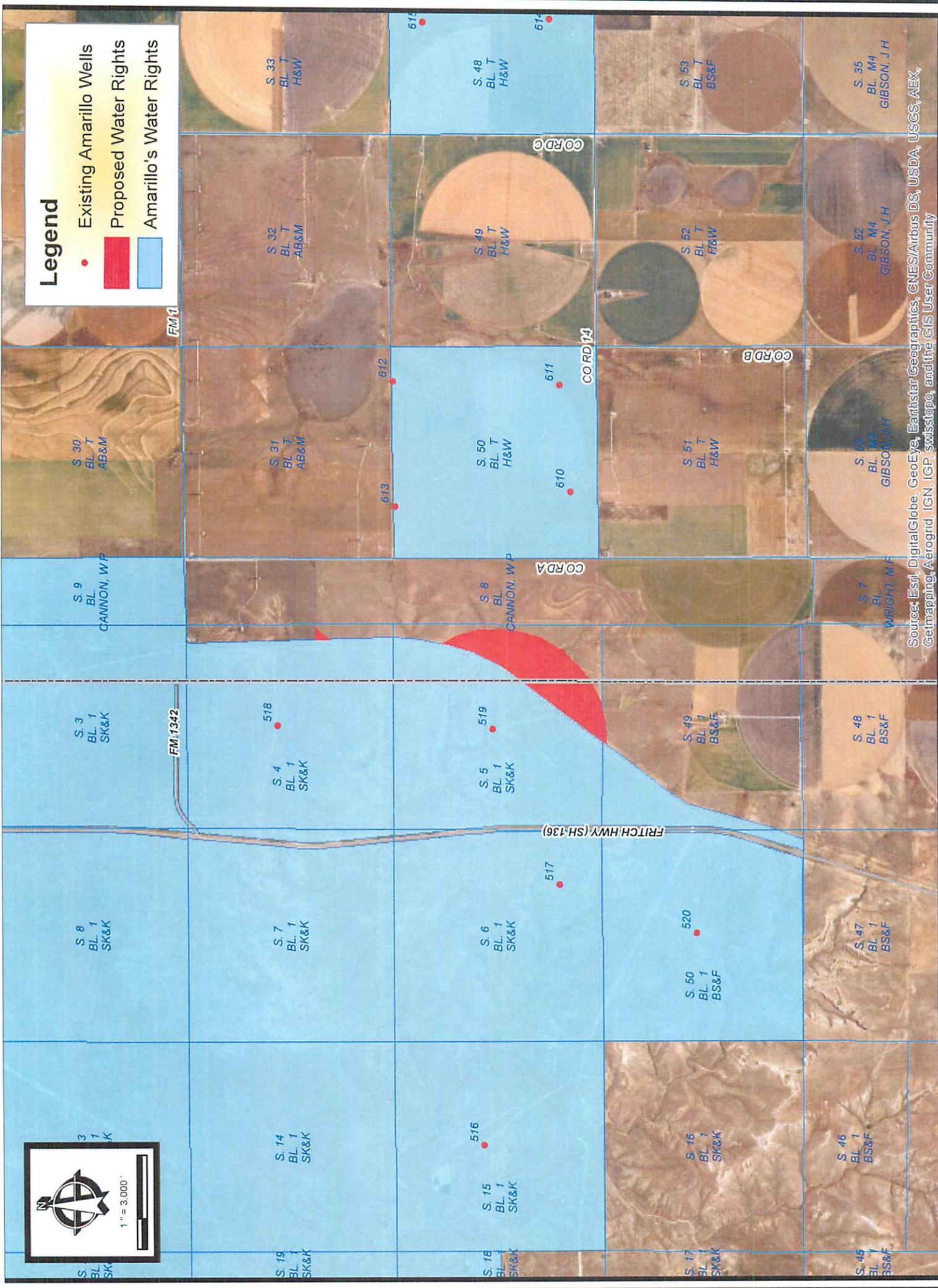
SAID TRACT CONTAINS 2.47 ACRES OF LAND, MORE OR LESS.





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



B

Meeting Date	May 17, 2016	Council Priority	N/A
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Department	Information Technology
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Agenda Caption

Award – Software Maintenance:
Open Text Inc. -- \$86,770.51

This purchase renews annual vendor-provided support and maintenance for Open Text eDocs software which is utilized by all City departments.

Agenda Item Summary

This is a recurring annual agreement to receive support and upgrade entitlements from Open Text for licenses already owned and operated by the City.

Requested Action

Approval of award to Open Text Inc. in the amount of \$86,770.51.

Funding Summary

Funding is available in Information Technology account 62120.69300.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of award.

Bid No. 5423 OPEN TEXT EDOCS SOFTWARE ANNUAL MAINTENANCE
Opened 4:00 p.m. April 22, 2016

To be awarded as one lot

OPEN TEXT INC

Line 1 Support and Update Services
Microcomputer software maintenance
renewal, #S-DM000934101E, per
specifications

1 ea

Unit Price

\$58,609.050

Extended Price

58,609.05

Line 2 Support and Update Services
Microcomputer software maintenance
renewal, #S-DM000962101E, per
specifications

1 ea

Unit Price

\$27,237.000

Extended Price

27,237.00

Line 3 Support and Update Services
Microcomputer software maintenance
renewal, #S-DM000955101E, per
specifications

1 ea

Unit Price

\$677.800

Extended Price

677.80

To be awarded as one lot

OPEN TEXT INC

Line 4 Support and Update Services
Microcomputer software maintenance
renewal, #S-DM000957101E, per
specifications

1 ea

Unit Price

\$246.660

Extended Price

246.66

Bid Total

86,770.51

Award by Vendor

86,770.51

Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 17, 2016	Council Priority	Infrastructure
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Department	Water Production
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Agenda Caption

Award Bid No. 5363 – Masterson Pump Station Replacement Switchgear
Scope: Replace Electrical Switchgear at Masterson(Carson County) Pump Station
Bid for New Switchgear: \$379,803
Bid for Spare Starter Parts: \$47,517
Total Contract amount: \$427,320

Agenda Item Summary

This item is award of bid for the replacement of the Masterson Pump Station Electrical Switchgear. The current equipment was installed in the 1980's and we can no longer purchase spare or replacement parts. We are currently down one pump due to the electrical issues. This would allow for full capacity pumpage from the City's largest well field.

Requested Action

Award bid for total contract in the amount of \$427,320 to Border States Electric

Funding Summary

Water/Sewer CIP 2016/2017 budget: Project No. 521914

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends the award of bid no. 5363 in full to Border States Electric.

Bid No.5363 MASTERSON PUMP STATION REPLACEMENT SWITCHGEAR
 Opened 4:00 p.m.March 24, 2016

To be awarded as one lot	BORDER STATES ELECTRIC	MARSH ELECTRICAL SUPPLY	WESCO	ELLIOTT ELECTRIC	MYERS POWER PRODUCTS
Line 1 Power systems switchgears and related accessories, per specifications 1 ea					
Unit Price	\$427,320.000	\$481,443.00	\$504,055.000	\$455,493.49	\$675,204.00
Extended Price	427,320.00	481,443.00	504,055.00	455,493.49	675,204.00
Bid Total	427,320.00	481,443.00	504,055.00	455,493.49	675,204.00
Award by Vendor	427,320.00				

Amarillo City Council Agenda Transmittal Memo



D



Meeting Date	May 17, 2016	Council Priority	N/A
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Department	Central Stores
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Agenda Caption

Award of Tire Supply Agreement to the following:

- Lang Tire and Auto - \$40,058.40
- A to Z Tire & Battery Inc. - \$23,170.00
- Southern Tire Mart - \$147,340.00
- Reed Faris Tire Co. - \$14,205.00
- Autco Tire & Service Center Inc. - \$20,611.00
- Hathaway Industries LLP - \$105,431.68
- Total Awarded - \$350,816.08

This award is to approve an annual contract for the purchase of tires for the City of Amarillo.

Agenda Item Summary

Award of annual tires for use by City departments in performing daily job duties.

Requested Action

Consider approval and award for the City annual contract for tire supply agreement.

Funding Summary

Funding for this award is available in the Central Stores Inventory Account 01000.15400

Community Engagement Summary

N/A

Staff Recommendation

City staff is recommending approval and award of the contract.

To be awarded by line	LANG TIRE & AUTO INC	A TO Z TIRE	SOUTHERN TIRE MART	REED FARIS TIRE COMPANY INC	AUTCO TIRE & SERV CNTR INC	HATHAWAY INDUSTRIES LLP DBA HARVEY TIRE	PANHANDLE TIRE & RUBBER INC
Line 1 Tire , P245/55R18, per specifications 300 ea							
Unit Price	\$113.740	\$150.00	\$120.000	\$0.00	\$119.42	\$119.19	\$0.00
Extended Price	34,122.00	45,000.00	36,000.00	-	35,826.00	35,757.00	-
Line 2 Tire , P245/70R17, per specifications 30 ea							
Unit Price	\$95.230	\$91.00	\$98.000	\$110.00	\$99.34	\$99.10	\$0.00
Extended Price	2,856.90	2,730.00	2,940.00	3,300.00	2,980.20	2,973.00	-
Line 3 Tire , P235/70R16, per specifications 60 ea							
Unit Price	\$100.200	\$96.00	\$98.000	\$0.00	\$99.33	\$98.89	\$0.00
Extended Price	6,012.00	5,760.00	5,880.00	-	5,959.80	5,933.40	-
		DID NOT MEET SPECS					
Line 4 Tire , P235/70R17, per specifications 100 ea							
Unit Price	\$98.840	\$123.00	\$96.000	\$95.00	\$99.91	\$97.65	\$0.00
Extended Price	9,884.00	12,300.00	9,600.00	9,500.00	9,991.00	9,765.00	-
Line 5 Tire , P235/55R17, per specifications 100 ea							
Unit Price	\$102.140	\$103.00	\$102.000	\$0.00	\$100.37	\$101.17	\$0.00
Extended Price	10,214.00	10,300.00	10,200.00	-	10,037.00	10,117.00	-
Line 6 Tire , P265/70R17, per specifications 30 ea							
Unit Price	\$109.420	\$119.00	\$107.000	\$107.00	\$110.02	\$104.04	\$0.00
Extended Price	3,282.60	3,570.00	3,210.00	3,210.00	3,300.60	3,121.20	-

To be awarded by line	LANG TIRE & AUTO INC	A TO Z TIRE	SOUTHERN TIRE MART	REED FARIS TIRE COMPANY INC	AUTCO TIRE & SERV CNTR INC	HATHAWAY INDUSTRIES LLP DBA HARVEY TIRE	PANHANDLE TIRE & RUBBER INC
Line 7 Tire , 750R15 smooth roller, per specifications 10 ea							
Unit Price	\$0.000	\$270.00	\$0.000	\$0.00	\$0.00	\$309.71	\$0.00
Extended Price	-	2,700.00	-	-	-	3,097.10	-
Line 8 Tire ,11L-16 industrial special tubeless, per specifications 30 ea							
Unit Price	\$135.800	\$141.00	\$114.000	\$108.50	\$0.00	\$0.00	\$0.00
Extended Price	4,074.00	4,230.00	3,420.00	3,255.00	-	-	-
Line 9 Tire , ST205/90D15, per specifications 20 ea							
Unit Price	\$63.130	\$62.00	\$70.000	\$62.50	\$76.00	\$0.00	\$0.00
Extended Price	1,262.60	1,240.00	1,400.00	1,250.00	1,520.00	-	-
Line 10 Tire , ST225/90D16, per specifications 20 ea							
Unit Price	\$74.450	\$73.00	\$81.000	\$72.50	\$91.00	\$0.00	\$0.00
Extended Price	1,489.00	1,460.00	1,620.00	1,450.00	1,820.00	-	-
Line 11 Tire , LT215/85D16, per specifications 30 ea							
Unit Price	\$138.790	\$130.00	\$99.000	\$150.61	\$114.00	\$99.83	\$0.00
Extended Price	4,163.70	3,900.00	2,970.00	4,518.30	3,420.00	2,994.90	-
Line 12 Tire , LT225/75D16, per specifications 20 ea							
Unit Price	\$110.870	\$109.00	\$109.000	\$125.78	\$110.00	\$110.29	\$0.00
Extended Price	2,217.40	2,180.00	2,180.00	2,515.60	2,200.00	2,205.80	-

To be awarded by line	LANG TIRE & AUTO INC	A TO Z TIRE	SOUTHERN TIRE MART	REED FARIS TIRE COMPANY INC	AUTCO TIRE & SERV CNTR INC	HATHAWAY INDUSTRIES LLP DBA HARVEY TIRE	PANHANDLE TIRE & RUBBER INC
Line 13 Tire ,LT235/85D16, per specifications 20 ea							
Unit Price	\$116.300	\$123.00	\$114.000	\$0.00	\$115.00	\$116.01	\$0.00
Extended Price	2,326.00	2,460.00	2,280.00	-	2,300.00	2,320.20	-
Line 14 Tire , 215/75D17.5, per specifications 40 ea							
Unit Price	\$197.390	\$98.00	\$118.000	\$197.50	\$352.97	\$107.76	\$0.00
Extended Price	7,895.60	3,920.00	4,720.00	7,900.00	14,118.80	4,310.40	-
Line 15 Tire , LT245/75R17, per specifications 130 ea							
Unit Price	\$151.870	\$156.00	\$118.000	\$151.75	\$120.00	\$118.76	\$0.00
Extended Price	19,743.10	20,280.00	15,340.00	19,727.50	15,600.00	15,438.80	-
Line 16 Tire , LT235/75R17, per specifications 100 ea							
Unit Price	\$107.380	\$124.00	\$115.000	\$0.00	\$105.74	\$106.03	\$0.00
Extended Price	10,738.00	12,400.00	11,500.00	-	10,574.00	10,603.00	-
Line 17 Tire ,385/65R22.5, per specifications 20 ea							
Unit Price	\$419.430	\$310.00	\$294.000	\$0.00	\$368.69	\$442.91	\$611.86
Extended Price	8,388.60	6,200.00	5,880.00	-	7,373.80	8,858.20	12,237.20
Line 18 Tire ,245/70R19.5, per specifications 200 ea							
Unit Price	\$329.780	\$440.00	\$0.000	\$335.00	\$333.00	\$316.60	\$319.50
Extended Price	65,956.00	88,000.00	-	67,000.00	66,600.00	63,320.00	63,900.00

To be awarded by line	LANG TIRE & AUTO INC	A TO Z TIRE	SOUTHERN TIRE MART	REED FARIS TIRE COMPANY INC	AUTCO TIRE & SERV CNTR INC	HATHAWAY INDUSTRIES LLP DBA HARVEY TIRE	PANHANDLE TIRE & RUBBER INC
Line 19 Tire ,LT245/70R17, per specifications 40 ea							
Unit Price	\$148.410	\$183.00	\$149.000	\$0.00	\$152.01	\$149.61	\$0.00
Extended Price	5,936.40	7,320.00	5,960.00	-	6,080.40	5,984.40	-
Line 20 Tire ,11R22.5, steer, per specifications 300 ea							
Unit Price	\$279.360	\$194.00	\$216.000	\$0.00	\$500.00	\$293.41	\$204.50
Extended Price	83,808.00	58,200.00	64,800.00	-	150,000.00	88,023.00	61,350.00
NOT AWARDED AT THIS TIME							
Line 21 Tire ,11R22.5,Drive, per specifications 400 ea							
Unit Price	\$315.150	\$260.00	\$230.000	\$0.00	\$510.00	\$327.06	\$214.50
Extended Price	126,060.00	104,000.00	92,000.00	-	204,000.00	130,824.00	85,800.00
DID NOT MEET SPECS							
Line 22 Tire ,425/65R22.5, per specifications 20 ea							
Unit Price	\$476.320	\$400.00	\$353.000	\$0.00	\$430.09	\$500.75	\$722.68
Extended Price	9,526.40	8,000.00	7,060.00	-	8,601.80	10,015.00	14,453.60
Line 23 Tire , 255/70R22.5, per specifications 40 ea							
Unit Price	\$0.000	\$545.00	\$0.000	\$0.00	\$427.00	\$411.09	\$493.00
Extended Price	-	21,800.00	-	-	17,080.00	16,443.60	19,720.00
Line 24 Tire , 315/80R22.5, per specifications 50 ea							
Unit Price	\$532.820	\$300.00	\$275.000	\$0.00	\$310.18	\$437.21	\$705.00
Extended Price	26,641.00	15,000.00	13,750.00	-	15,509.00	21,860.50	35,250.00

To be awarded by line	LANG TIRE & AUTO INC	A TO Z TIRE	SOUTHERN TIRE MART	REED FARIS TIRE COMPANY INC	AUTCO TIRE & SERV CNTR INC	HATHAWAY INDUSTRIES LLP DBA HARVEY TIRE	PANHANDLE TIRE & RUBBER INC
Line 25 Tire , 315/80R22.5,steer, per specifications							
40 ea							
Unit Price	\$449.790	\$260.00	\$281.000	\$0.00	\$0.00	\$461.20	\$705.00
Extended Price	17,991.60	10,400.00	11,240.00	-	-	18,448.00	28,200.00
Line 26 Tire , 11R24.5, per specifications							
8 ea							
Unit Price	\$0.000	\$620.00	\$0.000	\$0.00	\$443.00	\$422.30	\$615.00
Extended Price	-	4,960.00	-	-	3,544.00	3,378.40	4,920.00
Line 27 Tire , 12R22.5, per specifications							
8 ea							
Unit Price	\$0.000	\$780.00	\$0.000	\$0.00	\$612.00	\$592.87	\$691.77
Extended Price	-	6,240.00	-	-	4,896.00	4,742.96	5,534.16
Line 28 Tire , 12R22.5, drive per specifications							
8 ea							
Unit Price	\$0.000	\$748.00	\$0.000	\$0.00	\$565.00	\$545.76	\$750.00
Extended Price	-	5,984.00	-	-	4,520.00	4,366.08	6,000.00
Line 29 Tire , 12R24.5, per specifications							
8 ea							
Unit Price	\$0.000	\$895.00	\$0.000	\$0.00	\$599.00	\$580.49	\$715.00
Extended Price	-	7,160.00	-	-	4,792.00	4,643.92	5,720.00
Line 30 Tire , 315/80R22.5, per specifications							
8 ea							
Unit Price	\$0.000	\$925.00	\$0.000	\$0.00	\$0.00	\$676.94	\$765.00
Extended Price	-	7,400.00	-	-	-	5,415.52	6,120.00
Bid Total	464,588.90	485,094.00	313,950.00	123,626.40	612,644.40	494,960.38	349,204.96
Award by Vendor	40,058.40	23,170.00	147,340.00	14,205.00	20,611.00	105,431.68	

Amarillo City Council Agenda Transmittal Memo



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Meeting Date	May 17, 2016	Council Priority	Infrastructure Initiative
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Department	Capital Projects and Development Engineering
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Agenda Caption

Approval - Change Order Three (3) – Job# 521941: 24th Pipeline 48" Well Water Transfer Line

Original Contract: \$ 11,740,159.00

Previous Change Orders: \$355,877.44

Current Change Order: \$506,592.00

For a total of change orders \$862,469.44

Revised Contract: \$12,602,628.44

This item approves Change Order No. 3 to the contract with Condie Construction Company, Inc. for additional work required on the 24th Pipeline.

Agenda Item Summary

Change Order Three (3) is to pay the contractor for additional work required on the project including street improvements and weather days

Requested Action

Consider and approval of Change Order Three (3)

Funding Summary

Job # 521941 has a budget of \$17,991,765.21 with available funds for this change order.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of Change Order Three (3)

CHANGE ORDER
CITY OF AMARILLO
UTILITIES DIVISION

PROJECT NO 521941

DATE: 4/19/16

CONTRACTOR: CONDIE CONSTRUCTION CO, INC

CHANGE ORDER NO 03

DESCRIPTION OF CHANGE

ITEM NO	DESCRIPTION	ORIGINAL ESTIMATE QUAN	REVISED ESTIMATE QUAN	NET CHANGE IN QUAN	UNIT MEASURE	UNIT PRICE	NET CHANGE IN DOLLARS
1	Adjust Pavement Restoration Quantities as detailed in CPR 08. [Includes 14 additional days]			1	LS	\$506,592.00	\$506,592.00
2	Adjust contract time due to weather delays per attached log. [Includes 42 additional days]			1	LS	\$0.00	\$0.00

NET THIS CHANGE ORDER	\$ 506,592.00
PREVIOUS CHANGE ORDERS	\$ 355,877.44
TOTAL OF CHANGE ORDERS	\$ 862,469.44
ORIGINAL CONTRACT TOTAL	\$ 11,740,159.00
REVISED CONTRACT TOTAL	\$ 12,602,628.44
PERCENT CHANGE	7.34%

REVISED CONTRACT TIME IN WORKING DAYS - 56 (CO #3), 14 (CO #2) = 70 Total
ORIGINAL CONTRACT END DATE: 04/07/16
REVISED CONTRACT END DATE: 06/16/16

APPROVED:

CONDIE CONSTRUCTION CO, INC.
Contractor
 4/25/16
By

RECOMMENDED:

 4-27-16
Project Manager
 4/29/16
Director of Utilities

City Manager

cc: Departmental
Accounting
Contractor
Project Representative

BM
04/29/2016

Condie Construction Company, Inc.

Change Proposal

PROJECT NAME & NUMBER: 1503 - 24th Street Pipeline 48" Well Water Transfer Line

OWNER: City of Amarillo

SUBMITTED TO: David Mullins

DATE: 3/21/2016

CHANGE PROPOSAL NUMBER: 8

CHANGES TO BE MADE TO ORIGINAL CONTRACT:

Item	Description	Quantity	Units	Price	Total
1	Adjust Pavement Restoration Quantities				
2	Total 6" Concrete Cap	21,123	SY	\$24.00	\$506,952.00
3	Credit 6" Concrete Amount in Contract	(13,571)	SY	\$24.00	(\$325,704.00)
4	Total 2" Asphalt Paving	31,684	SY	\$24.00	\$760,416.00
5	Credit 2" Asphalt Paving Amount in Contract	(18,128)	SY	\$24.00	(\$435,072.00)
				TOTAL	\$506,592.00

Original contract: \$11,740,159.00
 Previous change orders: \$355,877.44
 Total this change order: \$506,592.00
 Adjusted contract: \$12,602,628.44

DESCRIPTION:

Adjust concrete cap and asphalt paving estimated quantities to more accurate anticipated quantities. Quantities may be adjusted based on actual final paving quantities

Added contract time:

Requested and Approved by Owner /Engineer

Name: Lance Ferland

Title: HDR Project Manager

Signature: 

Accepted and Approved by Condie Construction Company, Inc.

Name: JASON LANGFORD

Title: PROJECT MANAGER

Signature: 

Pavement Repair Footages

		Conc Cap 8' wide	Asph Paving 12' wide
24th Street			
Sta 5+88 to Sta 6+45	57 LF	51 SY	76 SY
Sta 6+45 to Sta 13+73	728 LF	647 SY	971 SY
Spring Street			
Sta 13+73 to Sta 53+19	3946 LF	3508 SY	5261 SY
NE 12th Avenue			
Sta 53+19 to Sta 59+96	677 LF	602 SY	903 SY
N Hill Street			
Sta 59+96 to Sta 72+59	1263 LF	1123 SY	1684 SY
Sanborn Street			
Sta 82+94 to Sta 83+29	35 LF	31 SY	47 SY
Sta 83+29 to Sta 86+31	302 LF	268 SY	403 SY
N Dallas Street			
Sta 86+31 to Sta 90+50	419 LF	372 SY	559 SY
N Spring Street			
Sta 106+65 to Sta 117+14	1049 LF	932 SY	1399 SY
Bolton Street North of I-40			
Sta 160+35 to Sta 173+32	1297 LF	1153 SY	1729 SY
Sta 174+01 to Sta 186+97	1296 LF	1152 SY	1728 SY
Sta 187+43 to Sta 199+95	1252 LF	1113 SY	1669 SY
Bolton Street South of I-40			
Sta 203+09 to Sta 235+80	3271 LF	2908 SY	4361 SY
SE 29th Avenue			
Sta 235+80 to Sta 259+16	2336 LF	2076 SY	3115 SY
Sta 260+27 to Sta 301+98	4171 LF	3708 SY	5561 SY
Philadelphia Street			
Sta 301+98 to Sta 318+62	1664 LF	1479 SY	2219 SY
TOTAL	23763 LF	21123 SY	31684 SY
	CONTRACT	13571 SY	18128 SY
	DIFFERENCE	7552 SY	13556 SY
	COST	\$24.00 SY	\$24.00 SY
	TOTAL COST	\$181,240.00	\$325,344.00

Weather Delay Log

Project: 24th Street Pipeline, 48" Well Water Transfer Line - Amarillo, TX
Contractor: Condie Construction Company, Inc.
Engineer: HDR Inc
Owner: City Of Amarillo

Tracking Log							
Date	Rain (in.)	Total Rain to Date (in.)	Mud	Other	Lost Day	Total Lost Days to Date	Comments
13-May	0.94	0.94	X		X	1	
16-May	1.20	2.14	X		X	2	
19-May	1.15	3.29			X	3	
12-Jun	1.00	4.29			X	4	
13-Jun	1.46	5.75			X	5	
14-Jun	1.27	7.02					
15-Jun	0.00	7.02		X	X	6	Water & mud from prev night's rain
7-Jul	1.34	8.36	X		X	7	Rain
8-Jul	0.75	9.11	X				
9-Jul	1.31	10.42	X		X	8	Lost most of day - pit and dump site
10-Jul	0.06	10.48	X	X	X	9	Rain - pit and dump sites shut down
11-Jul	0	10.48	X	X	X	10	Pit and dump sites shut down, mud
4-Aug	0.25	10.73			X	11	Pit/Dump sites shut down, mud
17-Aug	0.4	11.13			X	12	Pit/Dump sites shut down
18-Aug	0.15	11.28	X				
3-Oct	0.46	11.74					
4-Oct	0.65	12.39					
5-Oct	0.14	12.53	X		X	13	Rain - pit and dump sites shut down
6-Oct	0	12.53	X		X	14	Water & Mud - pit and dump sites d
7-Oct	0.1	12.63	X		X	15	Rain - Mud - pit and dump sites dow
8-Oct	0.1	12.73	X		X	16	Rain - Mud - pit and dump sites dow
9-Oct	0	12.73	X		X	17	Mud - pit and dump site down
10-Oct	0	12.73	X		X	18	Mud - dump site shut down
20-Oct	0.03	12.76					
21-Oct	1.08	13.84			X	19	Rain & Mud
22-Oct	0.76	14.60			X	20	Rain & Mud
23-Oct	0	14.60			X	21	Mud/water from prev days rain
30-Oct	0.28	14.88					
4-Nov	0.07	14.95			X	22	Mud
16-Nov	0.31	15.26					
17-Nov	0.05	15.31			X	23	Rain & Mud - Last most of Day
26-Nov	0.2	15.51					
27-Nov	0.6	16.11					Rain/Snow
28-Nov	0.02	16.13					
30-Nov	0	16.13	X		X	24	Mud
12-Dec	0.35	16.48					
13-Dec	1.9	18.38					Snow
14-Dec	0	18.38	X		X	25	Mud
23-Dec	0.02	18.40			X	26	
27-Dec	3.8	22.20					Snow
28-Dec	0.5	22.70			X	27	Snow
29-Dec	0.1	22.80			X	28	Snow
8-Jan	0.5	23.30			X	29	Snow
9-Jan	0.3	23.60			X	30	Snow
16-Jan	0.6	24.20			X	31	Snow
1-Feb	0.11	24.31			X	32	Rain
3-Feb	0.1	24.41			X	33	Snow
4-Feb	0.1	24.51			X	34	Snow
12-Mar	0.02	24.53			X	35	Rain
26-Mar	0.4	24.93			X	36	Snow
27-Mar	0.9	25.83			X	37	Snow
11-Mar	0.02	25.85			X	38	Rain
15-Apr	0.2	26.05			X	39	Rain
16-Apr	0.4	26.45	X		X	40	Rain
17-Apr	0.37	26.82	X				Rain
19-Apr	0.68	27.50	X		X	41	Rain
20-Apr	0.69	28.19	X		X	42	Rain

Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 17, 2016	Council Priority	Infrastructure Initiative
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Department	Capital Projects and Development Engineering
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Agenda Caption

Approval – Addendum Three (3) – Job# 521941: 24th Pipeline 48" Well Water Transfer Line

Original Contract: \$ 1,525,054.00

Previous Addendums: \$0

Current Addendum: (\$20,352.00)

For a total of Addendums (\$20,352.00)

Revised Contract: \$1,288,554.00

This item approves Addendum Three (3) to the Professional Service Agreement with HDR Engineering, Inc. to deduct a lump sum fee for omitting services outlined in the addendum.

Agenda Item Summary

Addendum Three (3) is to reduce and revise the agreement total contract amount.

Requested Action

Consider and approval of Addendum Three (3)

Funding Summary

Job # 521941 has a budget of \$17,991,765.21 with available funds for this change order.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of Addendum Three (3)

OK ~~2/19/16~~
4/19/16

ADDENDUM #3 TO AGREEMENT
FOR
ENGINEERING SERVICES
24th Street Water Transfer Pipeline to Osage WTP

WHEREAS:

HDR ENGINEERING, INC. ("ENGINEER") entered into an Agreement on June 26, 2012 to perform engineering services for CITY OF AMARILLO ("OWNER");

OWNER desires to amend this Agreement to delete ENGINEER services and compensation for services not performed accurately;

ENGINEER is willing to amend the Agreement and delete the following engineering tasks and negotiated compensation from the scope of work:

1. Section 4.5.4.2 – Detailed Opinion of Construction Cost (AACE Class 2 Estimate).
2. Section 4.8.2 – Final Detailed Opinion of Construction Cost (AACE Class 2 Estimate).

NOW, THEREFORE, ENGINEER and OWNER do hereby agree:

The deducted lump sum fee for deleting these services outlined in this Addendum is \$20,352. The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section "I" shall be replaced with the following:

ENGINEER agrees to accept for all services to be provided under this Agreement a combination lump sum and time and materials fee including expenses (reference Expenses Addendum attached hereto and by reference made a part hereof) not to exceed one million five hundred twenty five thousand and fifty-four Dollars (1,525,054). ENGINEER'S fee is based on a combination lump sum and time and materials basis as shown in Exhibit "B" attached hereto and by reference made a part hereof."

Exhibit B from the original Agreement, first paragraph, shall be replaced with the following:

"Total contract not to exceed amount of \$1,525,054 broken down in No. 1 and No. 2 as follows:"

Exhibit B from the original Agreement, 1.a, shall be replaced with the following:

"A Lump Sum amount not to exceed a total Lump Sum amount of \$1,288,554 for the entire project."

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("ENGINEER")

CITY OF AMARILLO ("OWNER")

By: [Signature]

By: _____

Its: VICE PRESIDENT

Its: _____

Date: 4-18-16

Date: _____

CITY OF AMARILLO
INTER-DEPARTMENTAL
OFFICE COMMUNICATION

DATE: May 3, 2016

TO: Bob Cowell, Deputy City Manager  5/10/16

FROM: Floyd Hartman, Director of CP&DE  F.H. 5/5/16

RE: Job# 521941: 24th Street Water Transfer Pipeline to Osage WTP

During the construction phase of the project it was discovered that a portion of the paving quantities were omitted from the bid items by the consultant. The increase in the contract quantities has resulted in a change order for Condie Construction in the amount of \$506,592.00. The consultant has agreed to reduce the professional service agreement \$20,352.00 for consideration of any benefit the City may have realized in the bid process.

There will also be an additional 56 weather and construction day added to the contract.

The amount of the change order has been pre-approved by the TWDB and is eligible for funding under the loan utilizing the contingencies available.

All support documentation is attached. If you have any questions please give me a call at 9086.

Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 17, 2016	Council Priority	Infrastructure
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Department	Planning
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Agenda Caption

Aviation Clear Zone Easement, being 4700 feet above mean sea level above the plat of South Georgia Unit No. 31, an addition to the City of Amarillo, being an unplatted tract of land, in Section 183, Block 2, AB&M Survey, Randall County, Texas.

Agenda Item Summary

The above referenced Aviation Clear Zone Easement is being requested by the City of Amarillo and is associated with the plat South Georgia Place Unit No. 31

Requested Action

Planning and Legal Staff have reviewed the associated Aviation Clear Zone Easement and the item is ready for City Council Consideration as a consent agenda item.

Funding Summary

The Easement is being granted to the City at no cost.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone 16-04.

05/04/16 _____

AVIATION CLEAR ZONE EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF RANDALL §

WHEREAS, Dcan Barnett, hereinafter called "GRANTOR," whether one or more, individual or corporate, partnership or association, is the owner in fee of that certain parcel or parcels of land being described as follows:

South Georgia Unit No. 31, an addition to the City of Amarillo, being an unplatted tract of land, in Section 183, Block 2, AB&M Survey, Randall County, Texas

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does for himself, his successors and assigns, GRANT, BARGAIN, SELL AND CONVEY unto the City of Amarillo, Texas, hereinafter called GRANTEE, its successors and assigned, for the use and benefit of the public, and easement and right-of-way appurtenant to Rick Husband Amarillo International Airport for the unobstructed passage of all aircraft, "aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air, by whomsoever owned or operated, in the airspace above GRANTOR'S above-described property; together with the right to cause in all airspace such noise, vibration, fumes, dust, fuel particulates and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at, on, over the above described property; and GRANTOR, his successors, executors, heirs or assigns, does hereby fully waive, remise and release any right, cause of action, and damage which it may now have or which it may have in the future against GRANTEE, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particulates and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating near or on Rick Husband Amarillo International Airport or over the described property.

GRANTOR, for itself, its successors and assigned, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4700 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 4700 feet above mean sea level.

TO HAVE AND TO HOLD said aviation clear zone easement, passage easement, and rights-of-way, and all rights appertaining thereto unto the GRANTEE, its successors and assigns, until Rick Husband Amarillo International Airport shall be abandoned and shall cease to be used for public airport purposes.

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and

that these covenants and agreements shall run with the land, and that for the purposes of this instrument, this easement shall be considered the dominant estate on the above-referenced property.

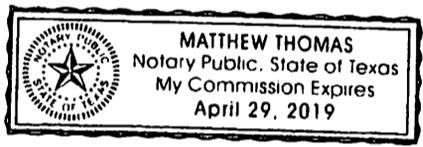
IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the ^{4th} day of ~~April~~^{May}, 2016.

Dean Barnett
Dean Barnett

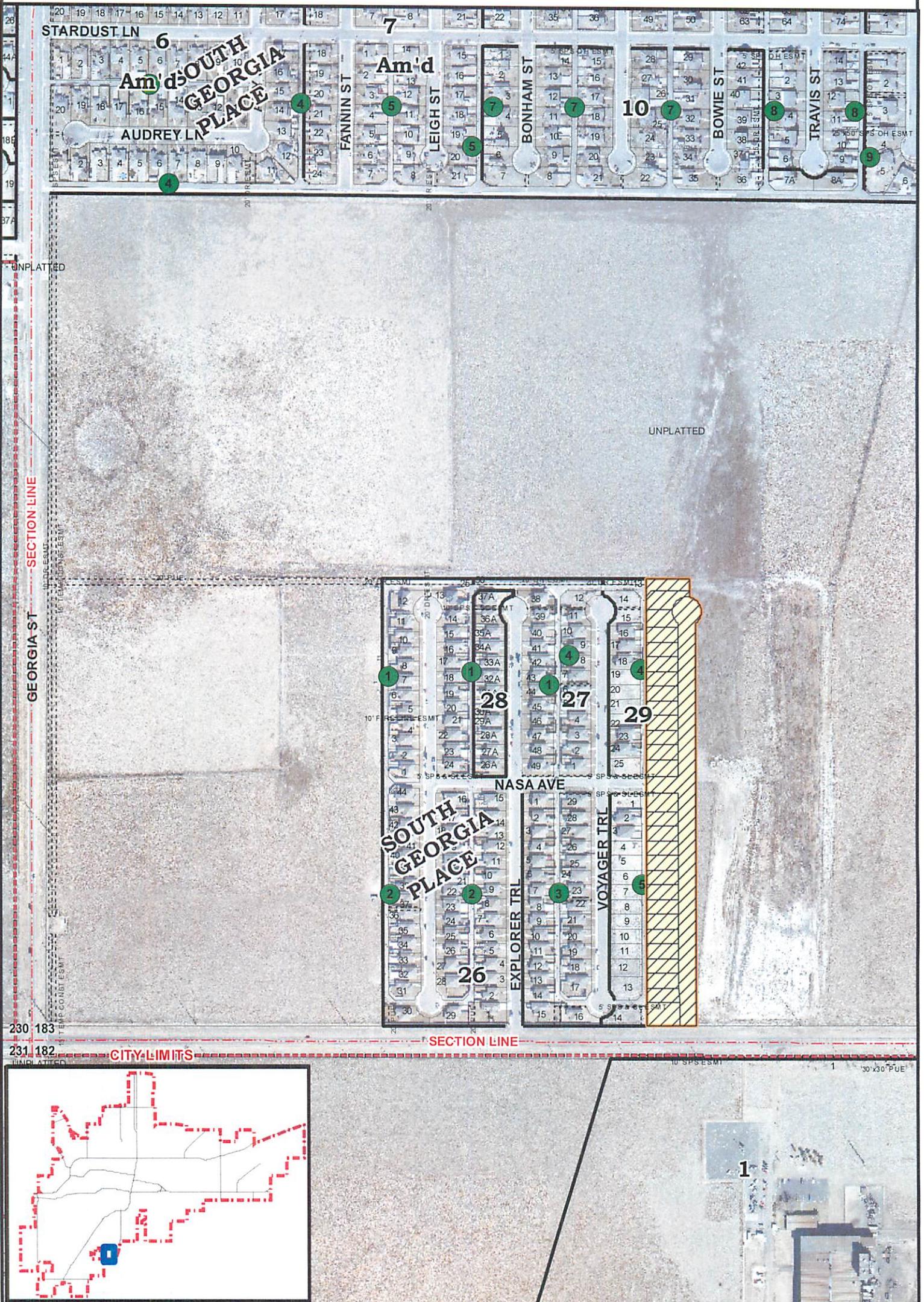
THE STATE OF TEXAS §
COUNTY OF POTTER §

This instrument was acknowledged before me on this the ^{4th} day of ~~April~~^{May}, 2016, by Dean Barnett.

Matthew Thomas
Notary Public, State of Texas



AVIATION CLEAR ZONE EASEMENT



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1" = 400'
Date: 3-23-16
Case No: ACZ-16-04



ACZ-16-04 Aviation Clear Zone Easement, being 4700 feet above mean sea level above the plat of South Georgia Unit No. 31, an addition to the City of Amarillo being an unplatted tract of land, in Section 183, Block 2, AB&M Survey, Randall County, Texas.

Developer : Dean Barnett

Vicinity: Farmers Ave & Gemini Trail

AP: M-16

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Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 17, 2016	Council Priority	Long-term Plan for Infrastructure
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Department	Planning
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Agenda Caption

Approving a License and Hold Harmless Agreement for the installation of groundwater monitoring wells in public right-of-way in Section 123 and 124, Block 2, AB&M Survey, Potter County.

Agenda Item Summary

This license is made between the City of Amarillo and Chevron Environmental Management Company (CEMC) for subsurface encumbrances of twelve groundwater monitoring wells.

Requested Action

Planning and Legal Staff have reviewed the associated L&HH agreement and exhibit and recommend the City Council approve the item as submitted.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. No objections were received.

Staff Recommendation

Staff recommends the approval of this L&HH agreement.

LICENSE AND HOLD HARMLESS AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF POTTER)

This license is made by and between the City of Amarillo, a Texas municipal corporation situated in Potter and Randall Counties, Texas, hereinafter called LICENSOR, and Chevron Environmental Management Company (CEMC), hereinafter called LICENSEE, upon the following terms performable in Potter County, Texas:

WITNESSETH:

I.

For and in consideration of the annual sum of TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$250.00), the first payment being due and payable upon execution of this document and successive like payments each being due thereafter on or before the anniversary date of this agreement of each subsequent year, and of the covenants herein contained and the full and faithful performance of the same, LICENSOR hereby grants a license to LICENSEE to construct, maintain and use, a certain surface and subsurface encumbrances on public property, located in Sections 123 and 124, Block 2, AB&M Survey, Potter County, Texas.

- 1.1 The general location and details of the above-described encumbrance is shown on the attached Exhibits A.
- 1.2 The term of this license shall be for a period of one (1) year from the effective date hereof and shall be automatically extended for successive one year periods provided, however, either party may terminate this Agreement by providing written notice of termination to the other party on or before thirty (30) days prior to the end of any annual term.

II.

This license is granted upon LICENSEE'S Agreement to strictly comply with the following terms and conditions:

- 2.1 This license shall not be assigned, sold or in any other manner transferred without the prior written consent of the LICENSOR. Notwithstanding paragraph 2.7 below breach of this condition shall immediately terminate this license and shall require restoration of the premises to the condition, which existed prior to the execution of this Agreement. Upon failure to restore said property as above state, LICENSOR may perform such restoration at the expense of the then owner of such property being restored.
- 2.2 LICENSEE agrees that as between LICENSEE and LICENSOR, LICENSEE shall save LICENSOR harmless from any and all liability for personal injuries, property damage or loss of life or property resulting from, or in any manner connected with, LICENSEE'S maintenance and use of the above-described intrusions into the public right-of-way.
- 2.3 LICENSEE shall give LICENSOR prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or may affect LICENSOR. To the extent that LICENSEE fails to assume the defense of LICENSOR in a timely manner, LICENSOR shall have the right to compromise and defend the same to the extent of its own interest without waiving its right to call upon LICENSEE for defense or indemnity.
- 2.4 LICENSOR retains the right to require the removal of any or all of the intrusions into the public right-of-way should LICENSOR find after a public hearing dealing with the matter that said intrusions into

the public right-of-way unreasonable interferes with the public's use of its right-of-way or in any other way hampers the public's rights.

2.5 LICENSEE hereby agrees to assume all costs for damages and repairs to public utilities, street services or any other public improvement located in or adjacent to the public right-of-way described above, regardless of the type of damage caused by LICENSEE, its employees, agents, or contractors. LICENSEE further agrees to hold LICENSOR harmless from any costs occasioned by or necessitated by the relocation of LICENSEE'S facilities due to entry of the LICENSOR onto the right-of-way for maintenance, replacement or repair of any line or lines, including water and sewer lines, located in the public right-of-way. In this regard, LICENSEE specifically recognizes the potential hazards of erecting or placing encumbrances and intrusions in the public utility easement.

2.6 Any notice required by this Agreement shall be sufficient if served by certified or registered United States mail on City Manager of the City of Amarillo, P.O. Box 1971, Amarillo, Texas, 79105-1971; or upon Karel Schnebele, Chevron Environmental Management Company, 4800 Fournance Place, Room WF22E, Bellaire, Texas 77401.

2.7 LICENSEE'S failure to perform any of the duties imposed hereby shall constitute a breach of this Agreement and shall be a cause for revocation of this license if said breach is not cured within ten (10) days of notice of said breach. In the event of breach, LICENSEE agrees to remove all encumbrances from the right-of-way no later than thirty (30) days from its failure to cure the breach as provided above. In the event legal proceedings are necessary to enforce LICENSOR'S rights under this Agreement, all costs, including reasonable attorneys' fees, shall be paid by LICENSEE.

- This license supersedes and replaces the prior License and Hold Harmless Agreement between City of Amarillo and Chevron Environmental Management Company dated July 31, 2013 and filed of record in the official public records of Potter County, Texas, in Instrument Number 1241032 on August 5, 2013 which License is hereby terminated.

EXECUTED by the last of the parties to sign on this ____ day of _____, 2016.

CITY OF AMARILLO

ATTEST:

Frances Hibbs, City Secretary

By: _____
Bob Cowell, Deputy City Manager

Chevron Environmental Management Company

By: _____
Karel Schnebele,

THE STATE OF TEXAS)

COUNTY OF POTTER)

Bob Cowell, Deputy City Manager of the City of Amarillo, a Texas municipal corporation, on behalf of said corporation, acknowledged this instrument before me on the ____ day of _____, 2016.

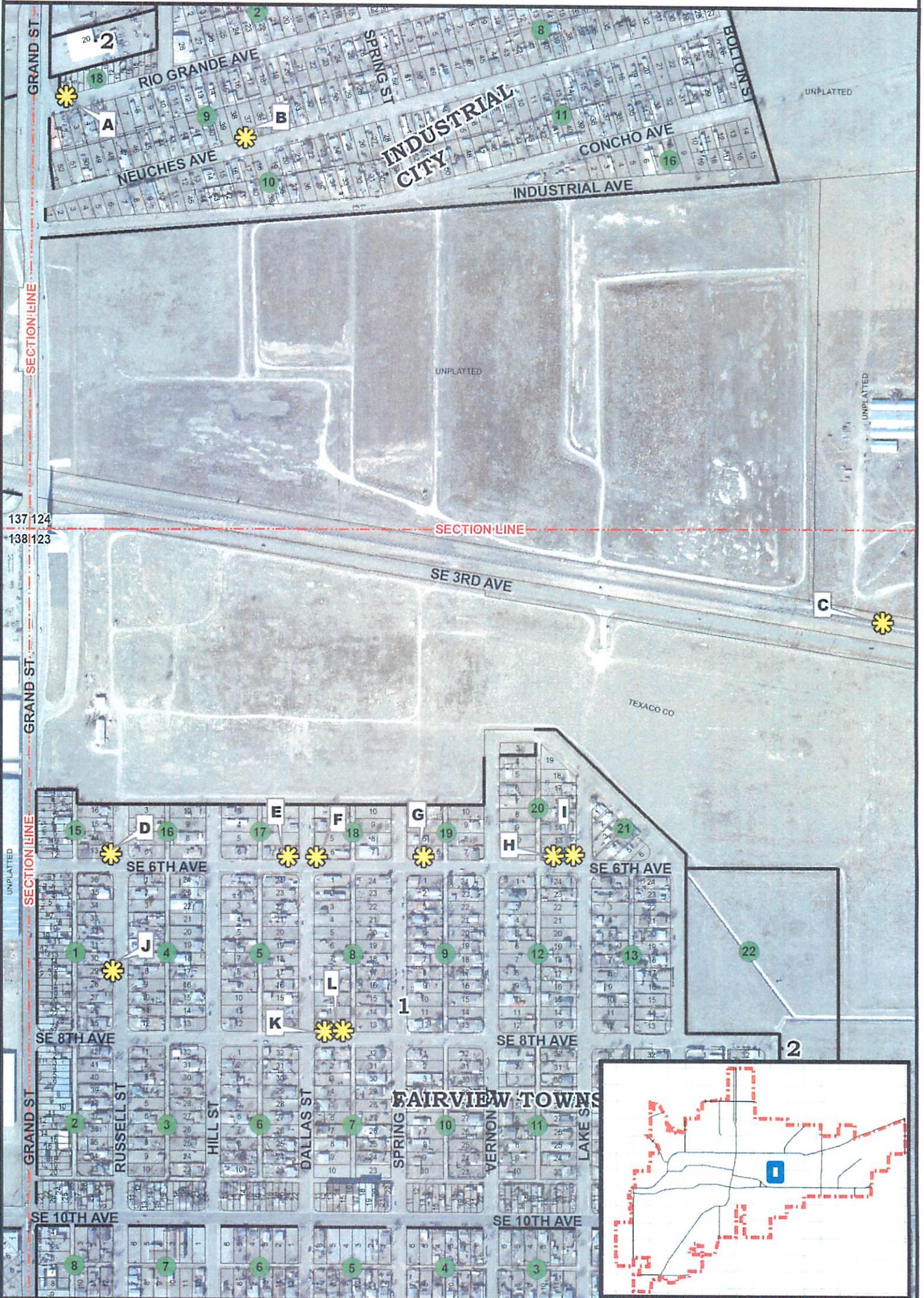
Notary of Public in and for
The State of Texas

THE STATE OF TEXAS)

COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2016
by _____, Karel Schnebele.

EXHIBIT A



CITY OF AMARILLO PLANNING DEPARTMENT

L-16-02 License and Hold Harmless to encumber surface and subsurface of public ROW for 12 monitoring wells in Section 123 and 124, Block 2, AB&M Survey, Potter County, Texas.

Scale: 1" = 450'
Date: 5-4-16
Case No: L-16-02



Applicant: Chevron Environmental Management Company

AP: Q-11 & Q-12

BOARDS AND COMMISSIONS – VACANCIES



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

06/19/2001	Carson Burgess	05/21/2015
08/27/2008	Kim Crawford	05/21/2016
11/27/2012	L.V. Perkins	05/21/2015
11/27/2012	Tom Thatcher	05/21/2015
07/13/2004	Mason Rogers	05/21/2016 (resigned)
09/23/2008	Howard Smith	05/21/2016 (resigned)

Planning and Zoning Commission (3-year terms)

06/28/2011	David Craig	05/15/2016
05/14/2014	Dean Bedwell	05/15/2017 (resigned)

Traffic Advisory Board (3-year term)

04/27/2010	D.J. Stubben	05/07/2016
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