

AGENDAS

FOR THE AMARILLO CITY COUNCIL CLOSED SESSION TO BE HELD ON TUESDAY, MAY 31, 2016 AT 1:30 P.M. AND WORK SESSION AT 4:00 P.M. ON THE THIRD FLOOR, ROOM 303, CITY COUNCIL CONFERENCE ROOM, CITY HALL, 509 SOUTHEAST 7th AVENUE, AMARILLO, TEXAS, AND FOR THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M. IN THE 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
 - Emergency Care Advisory Board
 - Planning and Zoning Commission
 - Traffic Advisory Board
 - (3) Discussion on Wrecker Contract Services;
 - (4) Presentation Mosquito Awareness; and
 - (5) 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, Place 2; Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act, Section 551.074; and
 - (2) Discussion regarding City Manager and appointment to fill vacancy; Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act, Section 551.074.

REGULAR MEETING ITEMS

INVOCATION: Leah Fort, Worship Pastor at Amarillo First Nazarene Church

- 1. **MINUTES:**
Approval of the City Council minutes of the regular meeting held on May 24, 2016.

- 2. **ANNOUNCEMENT OF NAMES OF FINAL CANDIDATES TO BE INTERVIEWED FOR THE POSITION OF CITY COUNCIL, PLACE 2.**

- 3. **ORDINANCE NO. 7605:**
This is the first reading of an ordinance rezoning Lots 1-3 and Lots 22-24, Block 35, Bivins Addition Amended, in Section 187, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways to change from Planned Development 185A to Amended Planned Development for the addition of a gymnasium.

4. **RESOLUTION – AUTHORIZING THE 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) APPLICATION:**

This resolution approves the application for the 2015 JAG Grant and the related Interlocal Agreement with Potter County. Under the terms of the grant, the City of Amarillo will apply for \$105,217.00 and will allocate the grant proceeds on an equal basis with Potter County. The Amarillo Police Department will use \$52,608.50 which is the City's portion of the grant to purchase computer equipment for patrol cars.

5. **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 – Property and Casualty Insurance Program:**

Award to Neely, Craig, and Walton -- \$477,492.00

This award is to approve an annual contract for the purchase of Property and Casualty Insurance. This award has the option to be renewed for two additional one-year periods.

B. **Award – Safety Footwear Program:**

The Work Boot -- \$92,500.00

This award is to approve an annual contract for the purchase of Safety Footwear Program for the City of Amarillo.

C. **Award of Contract – Agreement for Engineering Services -- \$580,500.00:**

KSA Engineering -- \$580,500.00

This item is for the design of water wells, pipelines and appurtenances in the Potter County well field.

D. **Purchase – Mowers, Carts and Various Equipment**

Award to low bidders meeting specifications below:

Western Equipment LLC - Lines 1, 4, 7 & 14	\$147,552.00
James Bros. Implement Co. – Line 2	49,776.00
Medley Material Handling Inc. - Line 3	58,291.18
Professional Turf Products Inc. – Lines 5, 6, 11 & 15	208,067.67
JBR Farmer's Equipment LLC – Line 13	12,097.00
C & M Golf and Grounds Equipment – Lines 9, 10 & 16	138,186.00
Austin Turf & Tractor – Line 8	<u>54,126.84</u>
Total Award	\$668,096.69

This item is for scheduled replacement of mowers, carts and various equipment that have reached or exceeded usable life and additional equipment approved in the 2015-2016 budget.

E. **Approval – Emergency Management Interlocal Assistance between City of Amarillo and Armstrong County:**

The Emergency Management Interlocal Assistance Agreement is for the City's Office of Emergency Management to provide Armstrong County with emergency management support as outlined in the agreement. Both the City of Amarillo and Armstrong County participate in the Pantex Plant Agreement In-Principle (AIP) grant program. The City's Technical Hazards Coordinator, funded through the AIP grant program, will be assigned to provide the requested emergency management support to Armstrong County, on an as needed basis.

PUBLIC FORUM

Comments from interested citizens on matters pertaining to City policies, programs or services. *(This is the opportunity for visitors and guests to address the City Council on any issue. The City Council may not discuss any presented issue, nor may any action be taken on any issue at this time. Texas Attorney General Opinion JC-0169)*

MISCELLANEOUS

1. Planning and Zoning Commission, minutes of May 9, 2016.
2. Boards and Commissions – appointments as listed on attached.

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

Posted this 27th day of May 2016.

Amarillo City Council meetings stream live on Cable Channel 110 and are available online at:
www.amarillo.gov/granicus
Archived meetings are also available.



STATE OF TEXAS
 COUNTIES OF POTTER
 AND RANDALL
 CITY OF AMARILLO

On the 24th day of May 2016, the Amarillo City Council met at 4:00 p.m. for a work session, executive 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	MAYOR
ELISHA L. DEMERSON	COUNCILMEMBER NO. 1
BRIAN EADES	COUNCILMEMBER NO. 2
RANDY BURKETT	COUNCILMEMBER NO. 3
MARK NAIR	COUNCILMEMBER NO. 4

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

TERRY CHILDERS	INTERIM CITY MANAGER
MICK MCKAMIE	CITY ATTORNEY
DAVID SOTO	PLANNER I
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Anthony Harris, St. John Baptist Church. Mayor Harpole led the audience in the Pledge of Allegiance.

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

ITEM 1: Mayor Harpole presented the minutes for May 17, 2016. Motion was made by Councilmember Burkett to approve the minutes, motion was seconded by Councilmember Nair, and unanimously carried to approve the minutes.

ITEM 2: Mayor Harpole presented an ordinance 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. Motion was made by Councilmember Nair, seconded by Councilmember Demerson, that the following captioned ordinance be passed on second and final reading:

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 BOULEVARD AND BROADWAY DRIVE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3: Mayor Harpole presented 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. Motion was made by Councilmember Demerson, seconded by Councilmember Eades, that the following captioned ordinance be passed on second and final reading:

ORDINANCE NO. 7603

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 AVENUE AND EXPLORER TRAIL, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 4: Mayor Harpole presented a resolution conducting a public hearing on and considers ordering the removal of lawful accumulation of solid waste, salvaged items and junk constituting a public nuisance located at 1804 South Lincoln Street. Motion was made by Councilmember Nair to select Option V seconded by Councilmember Eades, that the following captioned resolution be passed:

RESOLUTION NO. 05-24-16-1

~~A RESOLUTION DECLARING THAT CERTAIN ACCUMULATIONS DESCRIBED HEREIN ARE PUBLIC NUISANCES AND REQUIRING THE CLEANUP AND REMOVAL OF SUCH ACCUMULATIONS; PROVIDING FOR FILING OF LIENS; PROVIDING A REPEALER CLAUSE; PROVIDING SEVERANCE CLAUSE; PROVIDING EFFECTIVE DATE.~~

Randy Schuster, Deputy Building Official, Cheryl Austin, Carolyn Thornton, Tom Warren, and Alisha Vieths were sworn in. Mr. Schuster stated the property at 1804 South Lincoln Street consists of unlawful accumulation of solid waste, salvaged items and junk. There have been no recent applications for permits to abate the nuisance and demolition is recommended. The property is a nuisance to the community and creates an unsafe environment. There are no current taxes and no delinquent taxes due on the property. There is an activity water account. The City has \$1,393.00 due for prior mowing and cleanup. Mr. Schuster stated the owners' representative has recently contacted Building Safety about cleaning up the property. Councilmember Demerson asked if they are allowed to look over a fence. Mr. Schuster replied the screening was highly visible and the fence was not solid. Mayor Harpole stated they must consider what the neighbors have to deal with. Councilmember Burkett stated the location does not met TxDot's definition of salvage yard.

Mayor Harpole asked if there was an owner, property owner or neighbor in attendance. Alisha Vieths, 36025 FM 1258, stated she represented the owner, Jorge Hernandez. He is currently working. She further stated he collects the metal and takes it to the scrap yard. They have cleaned the front yard and everything else is behind the fence. She was asking for an extension to clean the property. Councilmember Burkett inquired when Mr. Hernandez received the first letter. Ms. Veiths stated he did receive the certified letter but did not open it. She stated people from his work and church members have volunteered to help with the cleanup. Mr. McKamie stated the prior liens are not a piece of evidence to consider when making a determination on the property. Council's charge is to follow procedures and determine whether or not the property should be abated. Councilmember Burkett stated the property owner received the first notice eight months ago. If they file for a provisional permit they will have an additional 60 days. Mr. Schuster stated the provisional permit would cost \$345.

Cheryl Austin, 116 Westside Drive, stated there was no evidence this property was a substantial danger to the health and safety of the public. Carolyn Thornton, 4101 Southwest 45th Avenue, stated she has a brother that lives near someone that brings home junk and living next door to something like that is terrible. Tom Warren, II, 1510 South Johnson Street, stated he has owned property in the 1600 block of South Johnson for 40 years, and the majority of the neighborhood is depressed and this property is not an issue. There were no other comments.

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

ITEM 5: Mayor Harpole presented a resolution conducting a public hearing on and considers ordering the removal of an accessory structure located at 2606 South Ong Street. Motion was made by Councilmember Demerson to select Option(s) II and V seconded by Councilmember Eades, that the following captioned resolution be passed:

RESOLUTION NO. 05-24-16-2

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.

Randy Schuster, Deputy Building Official and Gail Nickum Pennington, were sworn in. Mr. Schuster stated the property at 2606 South Ong Street consists of an accessory structure and the roof assembly has deteriorated and collapsed. There have been no recent applications for permits to abate the nuisance and demolition is recommended. The property is a nuisance to the community and creates an unsafe environment. There are no current taxes and no delinquent taxes due on the property. There is an active water service. Mayor Harpole asked if there was an owner, property owner or neighbor in attendance. Gail Nickum Pennington, 2604 South Ong Street, stated as a neighbor she has made complaints several times about the home which has been unoccupied since December 2000. The house is boarded up and has broken windows. The accessory building is burnt and kids have been seen in the accessory building. There are also problems with possums. Susan Stokes, 2610 South Ong Street, stated she started complaining in approximately 2000. She first called last November about the dilapidated building. There were no other comments.

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

ITEM 6: Councilmember Nair stated the process was opened with the application process. The Mayor and Council were now asked to rank the candidates using a blind selection, then using a matrix which would select the top five candidates for the interview process.

Mayor Harpole stated if the top five could not attend or changed their mind they would go down the list to the next person. He further stated each Councilmember would submit a couple of questions but Councilmember Eades would not participate in the choosing and would not rank the candidates. Councilmember Burkett stated there would be one candidate in the room at a time so that they did not hear the answers of the other candidates. Mayor Harpole said the ranking would be completed next week and the Council would go over the questions in an executive session. Mayor Harpole stated two alternatives would also be named. Mr. McKamie stated only the names of the finalists are subject to disclosure to protect privacy.

ITEM 7: 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 Eades. Mr. Childers stated Councilmember Nair had asked for clarification on Item D and Rod Tweet and Jerry Danforth would present an update. Jerry Danforth, Director Project Management, stated Thursday they would have the asbestos abatement bids. It would take two weeks to review those bids and then they would get it on the agenda for Council approval. They would then coordinate with Rod Tweet and Community Development to see how to design the structure using the best footprint. The construction bid would go out in August. Rod Tweet, Parks and Recreation Director, stated they would tentatively do a public engagement in June, and decide the best programs and activities for the community at the former North YMCA. He further stated this was a grant from the Amarillo Area Foundation and a second grant is pending.

Mr. Childers introduced Jessica Hartman Tudyk, from the Amarillo Area Foundation. Mr. Danforth stated unless there were plumbing issues underneath the slab additional problems have not been identified.

A. Award – Amarillo Civic Center East Service Ramp Replacement Damaged in 2014 flood.

Tri-State General Contracting base bid and alternate -- \$121,000.00

This project is to remove and replace the eastside concrete ramp that was damaged during the main water line break in July of 2014.

B. Award of Contract – Agreement for Hydrology Services:

This agreement in the amount of \$65,704.00, is for professional services to assess the quantity and quality of groundwater occurring under Sections 392 and 401, both in Block 43, H&TC RR Co. Survey, Ochiltree County, Texas. The agreement requires the hydrologist to perform drilling and analytical tasks, and to prepare a Technical Memorandum related to three (3) test holes.

C. Purchase – Tractors, Forklifts, and Industrial equipment

Award to low bidders meeting specifications below:

Vermeer equipment of Texas Lines 1 & 7	\$164,600.00
Associated Supply Co. Line 2	\$28,975.00
Western Equipment LLC Lines 3 & 4	\$58,019.00
Medley Material Handling Inc. Line 5	\$25,866.00
LPM of Oklahoma/Amarillo Line 6	\$22,238.60
Earth Tool Co. DBA Hammerhead Trenchless Equipment Line 8	\$130,503.40
Total Award	\$430,202.00

This item is for scheduled replacement of Tractors, Forklifts, and Industrial equipment that have reached or exceeded usable life and additional equipment approved in the 2015-2016 budget. The award consists of equipment that will be used by the following departments: Park Maintenance, Solid Waste Collection, Water Distribution, Solid Waste Disposal, and Civic Center Operations. This bid represents an overall 27% decrease from the last purchase. Funding for this award is available in the approved FY 2015-2016 Municipal Garage Machinery General Budget.

D. Acceptance – Amarillo Area Foundation Grant:

Acceptance of a \$250,000 grant, as approved by the Board of Directors of Amarillo Area Foundation, from the Katherine E. Brady Fund, to support the renovation of the former North Branch YMCA recently purchased by the City of Amarillo located at 1330 Northwest 18th Avenue:

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

Mayor Harpole announced that this is the end of the regular agenda, but this time is reserved to hear from any citizen concerning matters pertaining to City policies, programs or services not on today's agenda. The public forum is set under the Open Meetings Act and that during the public forum the City Council can respond with a statement of fact, a statement of City policy or decide whether to place an item on a future agenda.

Robert Goodrich, 4111 Stony Point, inquired about the ranking of the potential candidates. Mr. McKamie stated that item has already been discussed. Allen Finegold, 2601 North Grand Street, inquired about the City amending a contract price and not having discussions with the public and referred to the financing of the MPEV. Mayor

Harpole stated the MPEV was a nonbinding referendum. Cheryl Austin, 116 Westside Drive, inquired if the convention hotel as a Marriot because their stocks were down. Mayor Harpole replied it was an Embassy. There were no further comments.

Mayor Harpole advised that the meeting was adjourned and the Council would go into Closed Session then adjourn.

ATTEST:

Frances Hibbs, City Secretary

Paul Harpole, Mayor

DRAFT



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 31, 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 Lots 1-3 and Lots 22-24, Block 35, Bivins Addition Amended, in Section 187, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 185A to amended planned development for the addition of a gymnasium.

Agenda Item Summary

St. Andrew’s Episcopal School (St. Andrews) originally consisted of one Tract, which was developed with the approval of Planned Development 185 in 1985 for a parochial school. In 1996, the church’s main sanctuary burned down and a result, the church decided to rebuild at the same location, but increased the size of the property to include both Blocks 35 and 60, and therefore amending PD 185. The purpose of this planned development was to exceed the height limits of the existing Residential 1 zoning district, to reduce the front yard setback, and to include the parking spaces of St. Andrews located north of SW 16th Ave toward the church’s parking requirement. Planned Development 185A was constructed in three phases: Phase 1 was to remodel the existing education building, Phase 2 was to build a new church sanctuary, and Phase 3 was to enclose the outdoor circulation, build a new parlor suite, library, choir practice room and bell tower. In 2013 PD 185A was amended for the purpose of erecting a columbarium, which created PD 185B.

The applicant is requesting an amendment to the current PD, in order to construct a gymnasium at the north end of Block 35.

As mentioned above, St. Andrews is set between single family residential development to the east and multi-family development to the west. Whenever a non-residential activity is proposed in such close proximity to a residential neighborhood, the Planning Staff’s main concern is what impacts will result if approved. The proposed gymnasium will be located adjacent to the Georgia Street frontage and a new parking lot will be located between the development and the residential uses to the east. Analyzing the request, staff believes that the proposed amendment is in character with the intent of the original development and does not create any negative impacts on the surrounding area.

One factor staff has kept in mind throughout the process is parking needs. As mentioned above, the applicant is proposing a new parking area, which will be located in between the school’s gymnasium and the single-family residences along Bryan Street. Staff believes this addition, along with existing parking on both sites meet the necessary parking requirements; however, confirmation of the building’s occupancy load (as designed) needs to be confirmed by the applicant,

ORDINANCE NO. 7605

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 SW 16th AVE & S GEORGIA ST, 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 Lots 1-3 and Lots 22-24, Block 35, Bivins Addition Amended, in Section 187, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 185A to amended planned development for the addition of a gymnasium.

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.

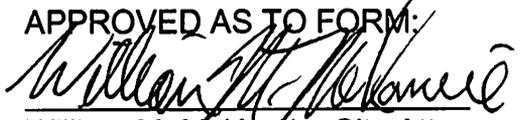
INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading on this the ____ day of May, 2016 and PASSED on Second and Final Reading on this the _____ day of May, 2016.

Paul Harpole, Mayor

ATTEST:

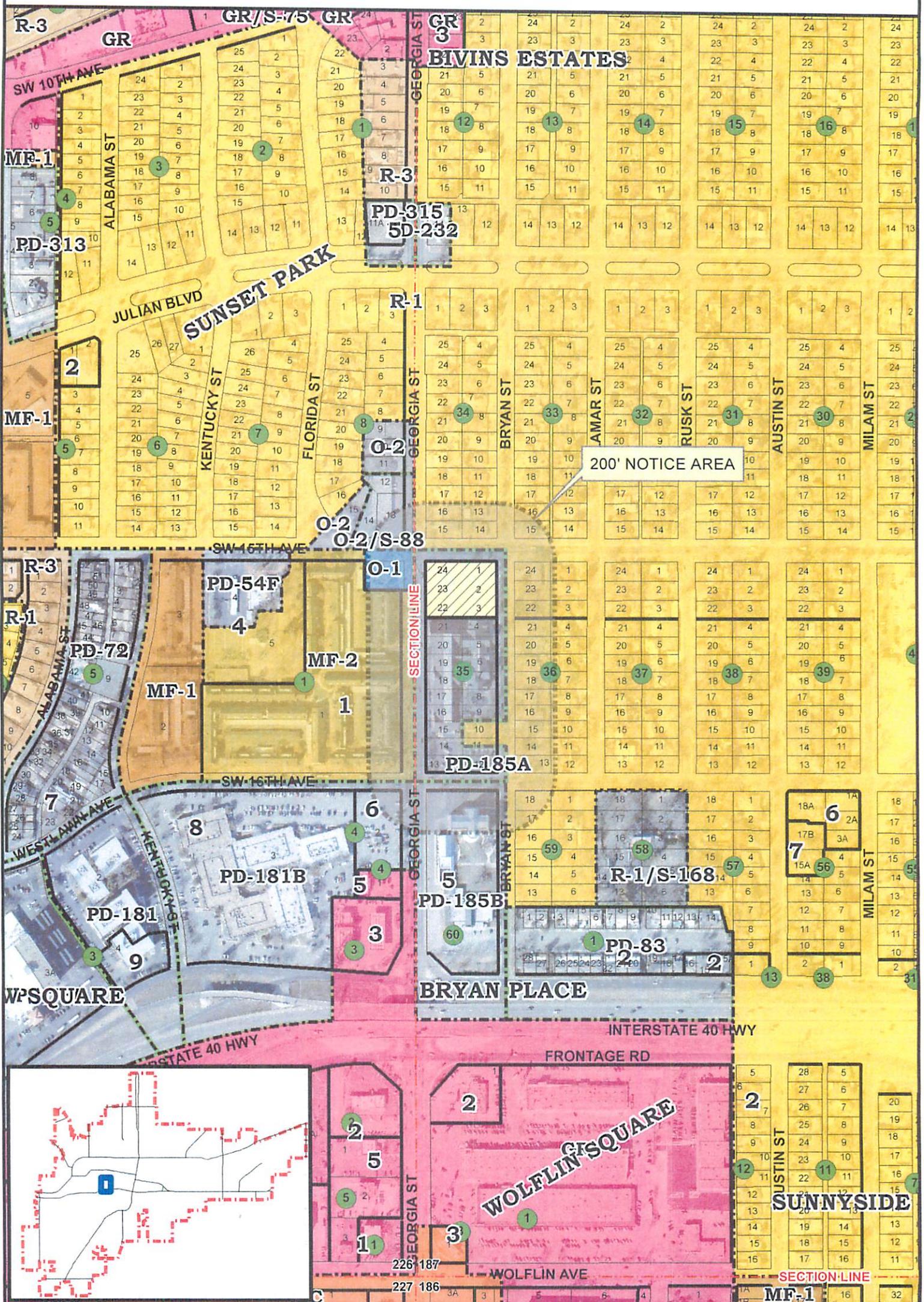
Frances Hibbs, City Secretary

APPROVED AS TO FORM:



William M. McKamie, City Attorney

REZONING FROM PD TO AMD PD



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'
Date: 5-11-16
Case No: Z-16-19



Z-16-19 Rezoning of a Lots 1-3 and Lots 22-24 of Block 35, Bivins Addition Amended, in Section 187, Block 2, AB&M Survey, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 185A to amended planned development for the addition of a gymnasium.

Applicant: Jonathan Martindale

Vicinity: SW 15th Ave and S Georgia St

AP: M-12

Amarillo City Council

Agenda Transmittal Memo



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Meeting Date	May 31, 2016	Council Priority	
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Department	Police Department
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Agenda Caption

RESOLUTION – AUTHORIZING THE 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) APPLICATION

Agenda Item Summary

This resolution approves the application for the 2016 JAG Grant and the related Interlocal Agreement with Potter County. Under the terms of the grant, the City of Amarillo will apply for \$105,217 and will allocate the grant proceeds on an equal basis with Potter County. The Amarillo Police Department will use \$52,608.50 which is the City's portion of the grant to purchase computer equipment for patrol cars.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

After review by the Police Department and Council approval, staff's recommendation is for the Police Department to submit the JAG Grant application to the Department of Justice.

5/25/2016



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AUTHORIZING 2016 APPLICATION FOR EDWARD BYRNE JUSTICE ASSISTANCE GRANT; AUTHORIZE INTERLOCAL AGREEMENT TO SHARE GRANT FUNDS WITH POTTER COUNTY; AUTHORIZING ADMINISTRATIVE ADJUSTMENTS TO DOCUMENTS AS NEEDED; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, the U.S. Department of Justice is seeking applications for the 2016 Edward Byrne Justice Assistance Grant, and the City of Amarillo is eligible to apply for the sum of \$105,217.00; and,

WHEREAS, if such grant is approved by the Justice Department, then as in past years, Amarillo would share one-half of the grant proceeds with Potter County;

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

SECTION 1. That the City Manager or designee is authorized to apply for the 2016 Edward Byrne Justice Assistance Grant, and to execute all necessary documents and assurances reasonably needed to complete the application and award process.

SECTION 2. That if the City receives the grant, then the City Council hereby approves the sharing of fifty percent (50%) of the grant proceeds pursuant to the terms of the attached Interlocal Agreement, which the City Manager or designee is authorized to execute.

SECTION 3. That the City Manager or designee is authorized to make such necessary amendments to the grant application, acceptance, and Interlocal Agreement as may be required in order to: (a) conform such documents to the actual award amount if different from that stated herein and the attached Agreement; and (b) any further assurances or adjustments in the administrative aspects of the grant program for this year to satisfy the federal agency requirements.

SECTION 4. 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 5. 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 6. That this resolution shall be effective on and after its adoption.

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

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

AMARILLO POLICE DEPARTMENT

INTER-DEPARTMENT OFFICE COMMUNICATION

To: Chief Robert Taylor

Date: May 19, 2016

From: Capt. Lancaster

Subject: 2016 JAG Grant Application
2016-H2747-TX-DJ

I've attached the 2016 Edward Byrne JAG Grant material. This year we are applying for the \$105,217, which we will share with Potter County, due to the Disparate Impact guidelines. If approved for the grant, the City of Amarillo would receive \$52,608.50. We will be using the funds to purchase 9 Panasonic Toughbooks, including accessories and vehicle docks. Potter County does not have their application information available at this time, but will be provided to me prior to the submission of our joint application.

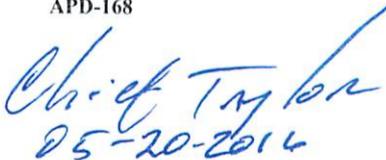
We will need to have the grant application scheduled for an upcoming City Council Meeting and have the grant application posted for public comment at a Council Meeting, pending the City Manager's approval. The grant application deadline is June 30, 2016. Due to grant application requirements, it would be best to have it on the agenda on the next available City Council meeting. We will need two original MOU's completed. One will be provided to Potter County. The other will be filed with our grant application files. I'll also need the resolution if it is approved so I can retain it on file and submit it with our grant application. This grant does not require a match by the City.



Capt. Brad Lancaster

Cc: City Manager

APD-168



Chief Taylor
05-20-2016

INTER-DEPARTMENT OFFICE COMMUNICATION

Date: May 19, 2016

**To: Mayor Paul Harpole
And Honorable City Council Members**

Cc: City Manager, Col. Funtek

**From: Captain Brad Lancaster
Service Division
Amarillo Police Department**

Subject: 2016-H2747-TX-DJ Edward Byrne Memorial Justice Assistance Grant (JAG).

The Federal Government is seeking applications for the 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation. The grant application requires us to submit the application 30 days after this request has been submitted (electronically or hard copy) to the City Council for review. Entities who have not met the 30 day application review will be requested to provide documentation once the 30 day review period has passed. The originals will be delivered to the City Manager. Please review and provide comments as warranted during the agenda scheduled by City Manager. This Interlocal Agreement has been approved by both entities' legal staff and is ready for one reading under a Memorandum of Understanding. We need two original MOU's signed. One will be provided to Potter County. The other will be filed with our grant application files. There is no City match for this grant.

We have been designated as a Disparate Jurisdiction by the State of Texas Attorney General, which means our enforcement effort directly impacts Potter County Sheriff's Department (housing prisoners). Therefore we must share in the funds received from the grant. We are applying for \$105,217 as designated by the State.

Upon your approval, I must get the originals returned to me for completion of the grant application. Once the originals are signed, I will forward a copy to Potter County and one will be retained by the City of Amarillo.

The grant application deadline is June 30, 2016. I request your approval for us to apply for this grant. With your approval, we will submit the grant to the U.S. Department of Justice by June 30, 2016.

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA) is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Fiscal Year (FY) 2016 Local Solicitation
Applications Due: June 30, 2016

Eligibility

Eligible applicants are limited to units of local government appearing on the FY 2016 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/16jagallocations.html. For JAG Program purposes, a unit of local government is a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribal government that perform law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff.

Deadline

Applicants must register in the OJP Grants Management System (GMS) prior to submitting an application for this funding opportunity. Registration is required for all applicants, even those previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by **due by 5:00 p.m. eastern time on June 30, 2016**.

For additional information, see How to Apply in Section D. Application and Submission Information.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 888-549-9901, option 3 or via email at GMS.HelpDesk@usdoj.gov. The **GMS** Support Hotline hours of operation are Monday – Friday from 6:00 a.m. to midnight eastern time, except federal holidays.

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must email the contact identified below **within 24 hours after the application deadline** and request approval to submit their application. Additional information on reporting technical issues is found under "Experiencing Unforeseen GMS Technical Issues" in the [How to Apply](#) section.

For assistance with any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email grants@ncjrs.gov; fax to 301-240-5830; or web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday. You may also contact your [State Policy Advisor](#).

Release date: May 16, 2016

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**Edward Byrne Memorial Justice Assistance Grant (JAG)
Program: FY 2016 Local Solicitation
(CFDA #16.738)**

A. Program Description

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. § 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement; prosecution and court programs; prevention and education programs; corrections and community corrections; drug treatment and enforcement; crime victim and witness initiatives; and planning, evaluation, and technology improvement programs.

Program-Specific Information

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs, including indigent defense.
- Prevention and education programs.
- Corrections, community corrections and reentry programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

Additionally, BJA reminds applicants that the JAG program allows funding for broadband deployment and adoption activities as they relate to criminal justice activities.

JAG Priority Areas

BJA recognizes that there are significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make State Administering Agencies (SAAs) and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level. The following priorities represent key areas where BJA will be focusing nationally and encourages each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership:

Reducing Gun Violence

Gun violence has touched nearly every state, local, and tribal government in America. BJA continues to encourage states and localities to invest valuable JAG funds in programs to combat gun violence, enforce existing firearms laws, and improve the process for ensuring that persons prohibited from purchasing or owning guns are prevented from doing so by enhancing reporting to the FBI's National Instant Criminal Background Check System (NICS).

While our nation has made great strides in reducing violent crime, some municipalities and regions continue to experience unacceptable levels of violent crime at rates far in excess of the national average. In 2014, as part of BJA's longstanding commitment to support effective strategies to reduce violent crime, BJA launched the Violence Reduction Network (VRN). By the end of FY 2016, 10 VRN sites, working with a broad network of federal, state, and local partners, will be implementing data-driven evidence-based strategies to reduce deeply entrenched violent crime in their communities. States and localities can support VRN sites by investing JAG funds in technology, crime analysis, training, and community-based crime reduction programs in VRN communities. For information on VRN, see www.bja.gov/Programs/VRN.html.

Body-Worn Cameras, Storage, and Policies

Law enforcement agencies across the country are equipping their officers with body-worn cameras (BWCs) to increase transparency and build community trust. The important benefits of BWCs, and the challenges in implementing BWC programs, are highlighted in several recent publications: see the Office of Justice Programs' Diagnostic Center report *Police Officer Body-Worn Cameras: Assessing the Evidence*, and the COPS Office and Police Executive Research Forum paper, *Implementing A Body-Worn Camera Program: Recommendations and Lessons Learned*.

JAG funding is an important potential source of funding for law enforcement agencies implementing new BWC programs or enhancing existing programs. JAG funds may be used to purchase BWCs and for costs associated with the BWC program, such as storage and policy development. Similarly, SAAs are encouraged to use either their Variable Pass-Through (VPT) or their "less than \$10,000" funding that is added into the state award to set aside funds to assist small departments in implementing BWC programs. Grantees who wish to use JAG funds to purchase BWC equipment, or to implement or enhance BWC programs, must certify that they or the law enforcement agency receiving the BWC funding have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc. A copy of the required BWC certification can be found at www.bja.gov/Funding/BodyWornCameraCert.pdf.

The BJA BWC Toolkit provides model BWC policies, resources, and best practices to assist departments in implementing BWC programs.

National Incident-Based Reporting System (NIBRS)

The FBI has formally announced its intentions to establish NIBRS as the law enforcement (LE) crime data reporting standard for the nation. The transition to NIBRS will provide a more complete and accurate picture of crime at the national, state, and local level. Once this transition is complete, the FBI will no longer collect summary data and will only accept data in the NIBRS format and JAG awards will be based on submitted NIBRS data. Transitioning all law enforcement agencies to NIBRS is the first step in gathering more comprehensive crime data. State and local JAG grantees are encouraged to use JAG funds to expedite the transition to NIBRS in their jurisdictions.

Justice System Reform and Reentry

There is growing bipartisan support for Justice Systems Reform and Reentry. A promising approach to justice systems reform is the Justice Reinvestment Initiative (JRI), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 30 states have used the justice reinvestment process to control spiraling incarceration costs and reinvest

in evidence-based criminal justice programs and strategies. Strategic investments of JAG funds to implement JRI legislation and policy changes in JRI states can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. For state-by-state information on JRI, please visit the [JRI Sites web page](#).

Over the past seven years, DOJ has partnered with state, local, and tribal agencies and national organizations to support hundreds of reentry programs across the country to provide job training, healthcare, housing, treatment, and other services to individuals returning to our communities from prisons and jails. The demand for effective reentry services remains high. More than 600,000 men and women leave our prisons every year and more than 11 million people cycle through our jails. Investments of JAG funds to support reentry efforts at the state and local level will pay dividends for returning citizens and for public safety in America. A summary of research-based reentry strategies is available on the [National Reentry Resource Center's What Works in Reentry Clearinghouse](#) along with a map identifying federally funded Second Chance Act Reentry programs at the state and local level. (See <https://csgjusticecenter.org/nrrc>).

Public Defense

Another key priority area is support for improving public defense delivery systems. To support this priority in November 2015, BJA established the Right to Counsel National Consortium (www.rtcnationalcampaign.org) to spearhead a national conversation on how to ensure the Sixth Amendment Right to Counsel for every individual. BJA continues to encourage states and SAAs to use JAG funds to ensure that no person faces the loss of liberty without first having the aid of a lawyer with the time, ability, and resources to present an effective defense. Currently, across the nation public defense reform is being supported by governors, state legislators, chief judges and local communities. Research shows that early appointment of counsel can decrease jail and prison stays and produce better outcomes for defendants and communities. Many of these successes are guided by the American Bar Association's Ten Principles of a Public Defense Delivery System, which are recommendations for government officials and other parties who are charged with improving public defense delivery systems (http://www.americanbar.org/content/dam/aba/administrative/legal_aid_indigent_defendants/ls_sclaid_def_tenprinciplesbooklet.authcheckdam.pdf).

Improving Mental Health Services

Many people with mental illness enter the criminal justice system without a diagnosis or with untreated mental illness. Screening and assessment is critical to identify and provide appropriate referrals to treatment. This is an issue that impacts numerous facets of the criminal justice system. BJA encourages states to utilize JAG funding in support of programs and policy changes aimed at identifying and treating people with severe mental illness to divert when appropriate, treat during incarceration, and engage in appropriate pre-release planning for the provision of community treatment (see [JMHCP Resources](#)). BJA provides training and technical assistance (TTA) to grantees and non-grantees (states, jurisdictions) to increase enrollment in health care plans (increase linkages to health care providers) that can increase access to treatment for improved mental health outcomes. Information can be found at www.bjatrainng.org.

DOJ Universal Accreditation w/Forensic Service Providers

In 2015, the National Commission on Forensic Science (NCFS) announced recommendations on strengthening the field of forensic science. There are a number of key principles, which include promoting universal accreditation and finding ways to improve upon medical-legal

investigative processes. For additional information on these recommendations, please review the New Accreditation Policies to Advance Forensic Science. The JAG program provides broad-based support to states and local jurisdictions across the nation in order to strengthen our criminal justice system, including the forensic sciences. As such, BJA encourages investments of JAG funds for programs and activities related to forensic work, including accreditation of forensic labs.

Goals, Objectives, and Deliverables

The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425), performance metrics reports, and semi-annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making, program development, and program implementation in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates
- Integrating evidence into program, practice, and policy decisions within OJP and the field
- Improving the translation of evidence into practice

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. The OJP CrimeSolutions.gov website is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

1. A useful matrix of evidence-based policing programs and strategies is available through the Center for Evidence-Based Crime Policy at George Mason University. BJA offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA "Smart Suite" of programs including Smart Policing, Smart Supervision, Smart Pretrial, Smart Defense, Smart Prosecution, Smart Reentry and others (see <https://www.bja.gov/programs/crppe/smartsuite.htm>). BJA encourages states to use JAG funds to support these "smart on crime" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

BJA Success Stories

The BJA Success Story web page was designed to identify and highlight projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. This web page will be a valuable resource for states, localities, territories, tribes,

and criminal justice professionals who seek to identify and learn about JAG and other successful BJA-funded projects linked to innovation, crime reduction, and evidence-based practices. **BJA strongly encourages the recipient to submit annual (or more frequent) success stories.**

If you have a Success Story you would like to submit, sign in to your [My BJA account](#) to access the Success Story Submission form. If you do not have a [My BJA account](#), please [register](#). Once you register, one of the available areas on your [My BJA page](#) will be "My Success Stories." Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the [BJA Success Story web page](#).

B. Federal Award Information

BJA estimates that it will make up to 1,161 local awards totaling an estimated \$86.4 million.

Awards of at least \$25,000 are four years in length, and award periods will be from October 1, 2015 through September 30, 2019. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no less than 30 days prior to the grant end date.

Awards of less than \$25,000 are two years in length, and award periods will be from October 1, 2015 through September 30, 2017. Extensions of up to two years can be requested for these awards via GMS no less than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Eligible allocations under JAG are posted annually on BJA's JAG web page: www.bja.gov/ProgramDetails.aspx?Program_ID=59.

Type of Award¹

BJA expects that it will make any award from this solicitation in the form of a grant.

JAG awards are based on a statutory formula as described below:

Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG

¹ See generally 31 U.S.C. §§ 6301-6305 (defines and describes various forms of federal assistance relationships, including grants and cooperative agreements [a type of grant]).

funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.

3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.
4. Determining local unit of government award allocations, which are based on their proportion of the state's 3-year violent crime average. If a local eligible award amount is less than \$10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is \$10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including any recipient or subrecipient funded in response to this solicitation that is a pass-through entity²) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303:

- (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the recipient (and any subrecipient) is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- (c) Evaluate and monitor the recipient's (and any subrecipient's) compliance with statutes, regulations, and the terms and conditions of Federal awards.
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the recipient (or any subrecipient) considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

In order to better understand administrative requirements and cost principles, applicants are encouraged to enroll, at no charge, in the Department of Justice Grants Financial Management Online Training available [here](#).

² For purposes of this solicitation (or program announcement), "pass-through entity" includes any entity eligible to receive funding as a recipient or subrecipient under this solicitation (or program announcement) that, if funded, may make a subaward(s) to a subrecipient(s) to carry out part of the funded program.

Budget Information

Administrative Funds – Grant recipients may use up to 10 percent of the JAG award, including up to 10 percent of any earned interest, for costs associated with administering funds.

Administrative funds (when utilized) must be tracked separately and recipients must report on SF-425s those expenditures that specifically relate to each grant number and established grant period. Additionally, recipients and subrecipients are prohibited from commingling funds on a program-by-program or project-by-project basis. More specifically, administrative funds under JAG are utilized for the same purpose each year (i.e., the administration of JAG funding) and therefore not considered separate programs/projects (commingling is not occurring) when utilized across all active JAG awards.

Disparate Certification – A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Supplanting – Supplanting is prohibited under JAG. Applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the JAG FAQs on BJA's JAG web page for examples of supplanting.

Leveraging of Grant Funds – Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, a city may utilize JAG and Homeland Security Grant Program (HSGP) money to fund different portions of a fusion center project. In instances where leveraging occurs, all federal grant funds must be tracked and reported separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.

Trust Fund – Units of Local Government may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement does not apply to direct JAG award recipients or subrecipients that draw down on a reimbursement basis rather than in advance.

Prohibited and Controlled Uses – The JAG Prohibited and Controlled Expenditures Guidance represents a combination of BJA-controlled items and those controlled under the Executive Order on “Federal Support for Local Law Enforcement Equipment Acquisition” that was signed on January 16, 2015. The guidance contains:

1. Table of all prohibited expenditures (strictly unallowable expenditures under JAG).
2. Table of all controlled expenditures (expenditures which require prior written approval from BJA under JAG; including UAV guidance checklist).
3. Controlled Expenditures Justification Template (must be completed and submitted for any JAG controlled expenditures request to be considered for approval by BJA).
4. Overall Controlled Expenditure/Equipment Guidance (should be reviewed in conjunction with the template prior to controlled expenditures request(s) being submitted to BJA).
5. Standards for State, Local and Tribal Law Enforcement Agencies for the Acquisition of Controlled Equipment with Federal Resources.

Additional information on JAG controlled and prohibited expenditures, along with the process for requesting prior approval from BJA to expend funds on controlled items, can be found within the JAG FAQs.

Cost Sharing or Matching Requirement

This solicitation does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

Pre-Agreement Cost (also known as Pre-award Cost) Approvals

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the grant award.

OJP does not typically approve pre-agreement costs; an applicant must request and obtain the prior written approval of OJP for all such costs. If approved, pre-agreement costs could be paid from grant funds consistent with a grantee’s approved budget, and under applicable cost standards. However, all such costs prior to award and prior to approval of the costs are incurred at the sole risk of an applicant. Generally, no applicant should incur project costs before submitting an application requesting federal funding for those costs. Should there be extenuating circumstances that appear to be appropriate for OJP’s consideration as pre-agreement costs, the applicant should contact the point of contact listed on the title page of this announcement for details on the requirements for submitting a written request for approval. See the section on Costs Requiring Prior Approval in the Financial Guide, for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully—before submitting an application—the OJP policy and guidance on conference approval, planning, and reporting available at www.ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most conference, meeting, and training costs for cooperative agreement recipients and of some conference, meeting, and training costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section under "Solicitation Requirements" in [OJP's Funding Resource Center](#).

Other JAG Requirements

Compliance with Applicable Federal Laws

Applicants for state and local JAG formula grants are required to certify compliance with all applicable federal laws at the time of application. In that regard, Members of Congress have asked the Department of Justice to examine whether jurisdictions with "sanctuary policies" (i.e., policies that either prevent law enforcement from releasing persons without lawful immigration status into federal custody for deportation, or that prevent state or local law enforcement from sharing certain information with Department of Homeland Security [DHS] officials), are in violation of 8 U.S.C. section 1373.

All applicants should understand that if OJP receives information that indicates that an applicant may be in violation of any applicable federal law, that applicant may be referred to the DOJ Office of Inspector General (OIG) for investigation; if the applicant is found to be in violation of an applicable federal law by the OIG, the applicant may be subject to criminal and civil penalties, in addition to relevant OJP programmatic penalties, including suspension or termination of funds, inclusion on the high risk list, repayment of funds, or suspension and debarment.

Law Enforcement Agency Training Information

Any law enforcement agency receiving direct or subawarded JAG funding must submit quarterly accountability metrics data related to training on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public that officers have received. **Any grantees that fail to submit this data will have their grant funds frozen.**

Accountability metrics reports must be submitted through BJA's PMT, available at www.bjaperformancetools.org. The accountability measures can be found at: <http://www.bjaperformancetools.org/help/jagdocs.html>.

Body-Worn Camera (BWC) purchases

Grantees who wish to use JAG funds to purchase BWC equipment, or to implement or enhance BWC programs, must certify that they or the law enforcement agency receiving the BWC funding have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc. A copy of the required BWC certification can be found at www.bja.gov/Funding/BodyWornCameraCert.pdf.

Any grantees that wish to use JAG funds for BWC-related expenses who do not have BWC policies and procedures in place will have funds withheld until a certification is submitted and approved by BJA.

The BJA BWC Toolkit provides model BWC policies, resources, and best practices to assist departments in implementing BWC programs.

Body Armor

Ballistic-resistant and stab-resistant body armor can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program. The BVP Program is designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#).

JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the ballistic-resistant vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match. Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest NIJ standards can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf. This policy must be in place for at least all uniformed officers before any FY 2016 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification **must** be signed by the Authorized Representative and **must** be attached to the application. If the grantee proposes to change project activities to utilize JAG funds to purchase bulletproof vests after the application period (during the project period), the grantee must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center vests@usdoj.gov or toll free at 1-877-758-3787.

A copy of the certification related to the mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

Interoperable Communications

Grantees (including subgrantees) that are using FY 2016 JAG Program funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) should review *FY 2016 SAFECOM Guidance*. The SAFECOM Guidance is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for state, local, tribal, and territorial grantees investing federal funds in emergency communications projects. Additionally, emergency communications projects should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact OEC@hq.dhs.gov. All communications equipment purchased with grant award funding should be identified during quarterly performance metrics reporting.

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantees shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

C. Eligibility Information

For eligibility information, see the title page.

For additional information on cost sharing or matching requirements, see Section B. Federal Award Information.

Limit on Number of Application Submissions

If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. For more information on system-validated versions, see How to Apply.

D. Application and Submission Information

What an Application Should Include

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that

preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Applicants may combine the Budget Narrative and the Budget Detail Worksheet in one document. However, if an applicant submits only one budget document, it must contain **both** narrative and detail information. Please review the "Note on File Names and File Types" under How to Apply to be sure applications are submitted in permitted formats.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., "Program Narrative," "JAG Budget and Budget Narrative," "Timelines," "Memoranda of Understanding," "Résumés") for all attachments. Also, OJP recommends that applicants include résumés in a single file.

Failure to submit the required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant's profile to populate the fields on this form.

Intergovernmental Review: This funding opportunity is subject to Executive Order 12372. Applicants may find the names and addresses of their state's Single Point of Contact (SPOC) at the following website: www.whitehouse.gov/omb/grants_spoc/. Applicants whose state appears on the SPOC list must contact their state's SPOC to find out about, and comply with, the state's process under Executive Order 12372. In completing the SF-424, applicants whose state appears on the SPOC list are to make the appropriate selection in response to question 19 once the applicant has complied with their state's E.O. 12372 process. (Applicants whose state does not appear on the SPOC list are to make the appropriate selection in response to question 19 to indicate that the "Program is subject to E.O. 12372 but has not been selected by the State for review.")

2. Project Abstract

Applications should include a high-quality project abstract that summarizes the proposed project in 400 words or less. Project abstracts should be:

- Written for a general public audience and submitted as a separate attachment with "Project Abstract" as part of its file name.
- Single-spaced, using a standard 12-point font (Times New Roman) with 1-inch margins
- Include applicant name, title of the project, a brief description of the problem to be addressed and the targeted area/population, project goals and objectives, a description of the project strategy, any significant partnerships, and anticipated outcomes.
- Identify up to 5 project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

As a separate attachment, the project abstract will **not** count against the page limit for the program narrative.

3. Program Narrative

Applicants must submit a program narrative that generally describes the proposed program activities for the two or four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a joint application must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

A plan for collecting the data required for this solicitation's performance measures should also be included. To demonstrate program progress and success, as well as to assist the Department with fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, applicants that receive funding under this solicitation must provide data that measure the results of their work done under this solicitation. **Quarterly accountability metrics reports must be submitted through BJA's PMT, available at www.bjaperformancetools.org. The accountability measures can be found at: <http://www.bjaperformancetools.org/help/jagdocs.html>.**

BJA does not require applicants to submit performance measures data with their application. Performance measures are included as an alert that BJA will require successful applicants to submit specific data as part of their reporting requirements. For the application, applicants should indicate an understanding of these requirements and discuss how they will gather the required data, should they receive funding.

Note on Project Evaluations

Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements likely do not constitute "research." Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, "a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge" 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the "[Research and the Protection of Human Subjects](#)" section of the OJP's Funding Resource Center. Applicants whose proposals may involve a research or statistical component also should review the "Data Privacy and Confidentiality Requirements" section on that web page.

4. Budget Detail Worksheet and Budget Narrative

Applicants must submit a budget detail worksheet and budget narrative outlining how JAG funds, including administrative funds (up to 10% of the grant award) if applicable, will be used to

support and implement the program. Please note that if an applicant submits only one budget document, it must contain **both** narrative and detail information.

a. Budget Detail Worksheet

A sample Budget Detail Worksheet can be found at www.ojp.gov/funding/Apply/Resources/BudgetDetailWorksheet.pdf. Applicants that submit their budget in a different format should include the budget categories listed in the sample budget worksheet. The Budget Detail Worksheet should be broken down by year.

b. Budget Narrative

The budget narrative should thoroughly and clearly describe every category of expense listed in the Budget Detail Worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). **This narrative should include a full description of all costs, including administrative costs (if applicable) and how funds will be allocated across the seven allowable JAG program areas** (law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives).

Applicants should demonstrate in their budget narratives how they will maximize cost effectiveness of grant expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The narrative should be mathematically sound and correspond with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how they are relevant to the completion of the proposed project. The narrative may include tables for clarification purposes but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the Budget Narrative should be broken down by year.

For questions pertaining to budget and examples of allowable and unallowable costs, see the DOJ Grants Financial Guide at www.ojp.gov/financialguide/index.htm.

c. Non-Competitive Procurement Contracts In Excess of Simplified Acquisition Threshold

If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at \$150,000, the application should address the considerations outlined in the [Financial Guide](#).

d. Pre-Agreement Costs

For information on pre-agreement costs, see "Pre-Agreement Cost Approvals" under [Section B. Federal Award Information](#).

5. Indirect Cost Rate Agreement (if applicable)

Indirect costs are allowed only under the following circumstances:

- (a) The applicant has a current, federally approved indirect cost rate; or
- (b) The applicant is eligible to use and elects to use the "de minimis" indirect cost rate described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.414(f).

Attach a copy of the federally approved indirect cost rate agreement to the application. Applicants that do not have an approved rate may request one through their cognizant federal agency, which will review all documentation and approve a rate for the applicant organization, or, if the applicant's accounting system permits, costs may be allocated in the direct cost categories. For the definition of Cognizant Federal Agency, see the "Glossary of Terms" in the Financial Guide. For assistance with identifying your cognizant agency, please contact the Customer Service Center at 1-800-458-0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf.

In order to use the "de minimis" indirect rate, attach written documentation to the application that advises OJP of both the applicant's eligibility (to use the "de minimis" rate) and its election. If the applicant elects the "de minimis" method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as you choose to negotiate a federally approved indirect cost rate.³

6. Tribal Authorizing Resolution (if applicable)

Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

Applicants unable to submit an application that includes a fully-executed (i.e., signed) copy of appropriate legal documentation, as described above, consistent with the applicable tribe's governance structure, should, at a minimum, submit an unsigned, draft version of such legal documentation as part of its application (except for cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If selected for funding, BJA will make use of and access to funds contingent on receipt of the fully-executed legal documentation.

7. Applicant Disclosure of High Risk Status

Applicants that are currently designated high risk by another federal grant making agency must disclose that status. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an applicant is designated

³ See 2 C.F.R. § 200.414(f).

high risk by another federal grant making agency, the applicant must email the following information to OJPComplianceReporting@usdoj.gov at the time of application submission:

- The federal agency that currently designated the applicant as high risk
- Date the applicant was designated high risk
- The high risk point of contact name, phone number, and email address, from that federal agency
- Reasons for the high risk status

OJP seeks this information to ensure appropriate federal oversight of any grant award. Disclosing this high risk information does not disqualify any organization from receiving an OJP award. However, additional grant oversight may be included, if necessary, in award documentation.

8. Additional Attachments

a. Review Narrative

Applicants **must** submit information documenting that the date the JAG application was made available for review by the governing body of the state, or to an organization designated by that governing body, was not less than 30 days before the application was submitted to BJA. If the 30 governing body requirement cannot be met before the application deadline, a withholding special condition will be placed on the award until the governing body requirement can be met. The attachment must also specify that an opportunity to comment was provided to citizens prior to application submission to the extent applicable law or established procedures make such opportunity available.

Below are notification language templates that can be utilized in completing this section of the application.

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to the (**provide name of governing body**) for its review and comment on (**provide date**); or intends to do so on (**provide date**).

The (**provide name of State/Territory**) made its Fiscal Year 2015 JAG application available to citizens for comment prior to application submission by (**provide means of notification**); or the application has not yet been made available for public review/comment.

b. Memorandum of Understanding (if applicable)

Jurisdictions certified as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU must be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

c. Applicant Disclosure of Pending Applications

Applicants are to disclose whether they have pending applications for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will subaward federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency
- The solicitation name/project name
- The point of contact information at the applicable funding agency

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/Email for Point of Contact at Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

Applicants should include the table as a separate attachment to their application. The file should be named "Disclosure of Pending Applications."

Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g., "[Applicant Name on SF-424] does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.").

d. Research and Evaluation Independence and Integrity

If a proposal involves research and/or evaluation, regardless of the proposal's other merits, in order to receive funds, the applicant must demonstrate research/evaluation independence, including appropriate safeguards to ensure research/evaluation objectivity and integrity, both in this proposal and as it may relate to the applicant's other current or prior related projects. This documentation may be included as an attachment to the application which addresses BOTH i. and ii. below.

i. For purposes of this solicitation, applicants must document research and evaluation independence and integrity by including, at a minimum, one of the following two items:

a. A specific assurance that the applicant has reviewed its proposal to identify any research integrity issues (including all principal investigators and subrecipients) and it has concluded that the design, conduct, or reporting of research and evaluation funded by BJA grants, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of part of its staff, consultants, and/or subrecipients responsible for the research and evaluation or on the part of the applicant organization;

OR

b. A specific listing of actual or perceived conflicts of interest that the applicant has identified in relation to this proposal. These conflicts could be either personal (related to specific staff, consultants, and/or subrecipients) or organizational (related to the applicant or any subgrantee organization). Examples of potential investigator (or other personal) conflict situations may include, but are not limited to, those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former or current colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization could not be given a grant to evaluate a project if that organization had itself provided substantial prior technical assistance to that specific project or a location implementing the project (whether funded by OJP or other sources), as the organization in such an instance would appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability of an evaluation or research product is a problem and must be disclosed.

ii. In addition, for purposes of this solicitation applicants must address the issue of possible mitigation of research integrity concerns by including, at a minimum, one of the following two items:

a. If an applicant reasonably believes that no potential personal or organizational conflicts of interest exist, then the applicant should provide a brief narrative explanation of how and why it reached that conclusion. Applicants MUST also include an explanation of the specific processes and

procedures that the applicant will put in place to identify and eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or subrecipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest.

OR

- b. If the applicant has identified specific personal or organizational conflicts of interest in its proposal during this review, the applicant must propose a specific and robust mitigation plan to address conflicts noted above. At a minimum, the plan must include specific processes and procedures that the applicant will put in place to eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or subrecipients for this particular project, should that be necessary during the grant period. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

Considerations in assessing research and evaluation independence and integrity will include, but are not limited to, the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the organization in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

9. Financial Management and System of Internal Controls Questionnaire

In accordance with the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.205, federal agencies must have in place a framework for evaluating the risks posed by applicants before they receive a federal award. To facilitate part of this risk evaluation, **all** applicants (other than an individual) are to download, complete, and submit this form.

10. Disclosure of Lobbying Activities

Any applicant that expends any funds for lobbying activities is to provide the detailed information requested on the form, Disclosure of Lobbying Activities (SF-LLL).

How to Apply

Applicants must submit applications through the Grants Management System (GMS), which provides support for the application, award, and management of awards at OJP. Applicants **must register in GMS for each specific funding opportunity**. Although the registration and submission deadlines are the same, OJP urges applicants to **register immediately**, especially if this is their first time using the system. Find complete instructions on how to register and submit an application in GMS at www.ojp.gov/gmscbt/. Applicants that experience technical difficulties during this process should email GMS.HelpDesk@usdoj.gov or call 888-549-9901 (option 3), Monday–Friday from 6:00 a.m. to midnight, Eastern Time, except federal holidays. OJP recommends that applicants **register promptly** to prevent delays in submitting an application package by the deadline.

Note on File Types: GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

OJP may not make a federal award to an applicant organization until the applicant organization has complied with all applicable DUNS and SAM requirements. Individual applicants must comply with all Grants.gov requirements. If an applicant has not fully complied with the requirements by the time the federal awarding agency is ready to make a federal award, the federal awarding agency may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

All applicants should complete the following steps:

- 1. Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget (OMB) requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving Federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.
- 2. Acquire registration with the System for Award Management (SAM).** SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must **update or renew their SAM registration annually** to maintain an active status. SAM registration and renewal can take as long as 10 business days to complete.

Information about SAM registration procedures can be accessed at www.sam.gov.
- 3. Acquire a GMS username and password.** New users must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](#) home page. For more information on how to register in GMS, go to www.ojp.gov/gmscbt.
- 4. Verify the SAM (formerly CCR) registration in GMS.** OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.
- 5. Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Select BJA and the **FY 16 Edward Byrne Memorial Local Justice Assistance Grant (JAG) Program**.
- 6. Register by selecting the “Apply Online” button associated with the funding opportunity title.** The search results from step 5 will display the funding opportunity title

along with the registration and application deadlines for this funding opportunity. Select the "Apply Online" button in the "Action" column to register for this funding opportunity and create an application in the system.

- 7. Follow the directions in GMS to submit an application consistent with this solicitation.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges applicants to submit the application **at least 72 hours prior** to the application due date.

Note: Duplicate Applications

If an applicant submits multiple versions of the same application, BJA will review only the most recent system-validated version submitted. See Note on "File Names and File Types" under How to Apply.

Experiencing Unforeseen GMS Technical Issues

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must contact the GMS Help Desk or the SAM Help Desk (Federal Service Desk) to report the technical issue and receive a tracking number. Then the applicant must email the BJA contact identified in the Contact Information section on page 2 **within 24 hours after the application deadline** and request approval to submit their application. The email must describe the technical difficulties and include a timeline of the applicant's submission efforts, the complete grant application, the applicant's DUNS number, and any GMS Help Desk or SAM tracking number(s). **Note: BJA does not approve requests automatically.** After the program office reviews the submission, and contacts the GMS Help Desk to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the applicant failed to follow all required procedures, which resulted in an untimely application submission, OJP will deny the applicant's request to submit their application.

The following conditions are generally insufficient to justify late submissions:

- Failure to register in SAM or GMS in sufficient time (SAM registration and renewal can take as long as 10 business days to complete)
- Failure to follow GMS instructions on how to register and apply as posted on the GMS website
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant's computer or information technology environment, including firewalls, browser incompatibility, etc.

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding web page at <http://ojp.gov/funding/index.htm>.

E. Application Review Information

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable,

measurable, and achievable, as well as consistent with the solicitation. BJA will also review applications to ensure statutory requirements have been met.

OJP reviews applications for potential awards to evaluate the risks posed by applicants before they receive an award. This review may include but is not limited to the following:

1. Financial stability and fiscal integrity
2. Quality of management systems and ability to meet the management standards prescribed in the Financial Guide
3. History of performance
4. Reports and findings from audits
5. The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on award recipients

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices

OJP sends award notification by email through GMS to the individuals listed in the application as the point of contact and the authorizing official. The email notification includes detailed instructions on how to access and view the award documents, and how to accept the award in GMS. GMS automatically issues the notifications at 9:00 p.m. eastern time on the award date (by September 30, 2016). Recipients will be required to login; accept any outstanding assurances and certifications on the award; designate a financial point of contact; and review, sign, and accept the award. The award acceptance process involves physical signature of the award document by the authorized representative and the scanning of the fully-executed award document to OJP.

Administrative, National Policy, and other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the agency-approved project proposal and budget, the recipient must comply with award terms and conditions, and other legal requirements, including but not limited to OMB, DOJ, or other federal regulations which will be included in the award, incorporated into the award by reference, or are otherwise applicable to the award. OJP strongly encourages prospective applicants to review the information pertaining to these requirements **prior** to submitting an application. To assist applicants and recipients in accessing and reviewing this information, OJP has placed pertinent information on its [Solicitation Requirements](#) page of [OJP's Funding Resource Center](#) website.

Please note in particular the following two forms, which applicants must accept in GMS prior to the receipt of any award funds, as each details legal requirements with which applicants must provide specific assurances and certifications of compliance. Applicants may view these forms in the Apply section of [OJP's Funding Resource Center](#) and are strongly encouraged to review and consider them carefully prior to making an application for OJP grant funds.

- [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements](#)

- Standard Assurances

Upon grant approval, OJP electronically transmits (via GMS) the award document to the prospective award recipient. In addition to other award information, the award document contains award terms and conditions that specify national policy requirements⁴ with which recipients of federal funding must comply; uniform administrative requirements, cost principles, and audit requirements; and program-specific terms and conditions required based on applicable program (statutory) authority or requirements set forth in OJP solicitations and program announcements, and other requirements which may be attached to appropriated funding. For example, certain efforts may call for special requirements, terms, or conditions relating to intellectual property, data/information-sharing or -access, or information security; or audit requirements, expenditures and milestones; or publications and/or press releases. OJP also may place additional terms and conditions on an award based on its risk assessment of the applicant, or for other reasons it determines necessary to fulfill the goals and objectives of the program.

Prospective applicants may access and review the text of mandatory conditions OJP includes in all OJP awards, as well as the text of certain other conditions, such as administrative conditions, via OJP's Mandatory Award Terms and Conditions page of OJP's Funding Resource Center.

General Information about Post-Federal Award Reporting Requirements

Recipients must submit quarterly financial reports, semi-annual progress reports, final financial and progress reports, an annual audit report in accordance with the Part 200 Uniform Requirements, if applicable, and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System (FSRS) as necessary. Future awards and fund drawdowns may be withheld if reports are delinquent.

Special Reporting requirements may be required by OJP depending on the statutory, legislative or administrative requirements of the recipient or the program.

G. Federal Awarding Agency Contact(s)

For Federal Awarding Agency Contact(s), see title page.

For contact information for GMS, see title page.

H. Other Information

Provide Feedback to OJP

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to OJPSolicitationFeedback@usdoj.gov.

⁴ See generally 2 C.F.R. 200.300 (provides a general description of national policy requirements typically applicable to recipients of federal awards, including the Federal Funding Accountability and Transparency Act of 2006 [FFATA]).

IMPORTANT: This email is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or email listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please email your resume to ojppeerreview@lmsolas.com. The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.

Application Checklist
Edward Byrne Memorial Justice Assistance Grant (JAG) Program:
FY 2016 Local Solicitation

This application checklist has been created to assist in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- _____ Acquire a DUNS Number (see page 23)
- _____ Acquire or renew registration with SAM (see page 23)

To Register with GMS:

- _____ For new users, acquire a GMS username and password* (see page 23)
- _____ For existing users, check GMS username and password* to ensure account access (see page 23)
- _____ Verify SAM registration in GMS (see page 23)
- _____ Search for correct funding opportunity in GMS (see page 23)
- _____ Select correct funding opportunity in GMS (see page 23)
- _____ Register by selecting the "Apply Online" button associated with the funding opportunity title (see page 23)
- _____ Read OJP policy and guidance on conference approval, planning, and reporting available at Post Award Requirements (see page 11)
- _____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 24)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contacts designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

General Requirements:

- _____ Review Solicitation Requirements web page in the OJP Funding Resource Center.

Scope Requirement:

- _____ The federal amount requested is within the allowable limit(s) of the FY 2016 JAG Allocations List as listed on BJA's JAG web page

Eligibility Requirement:

- _____ State/Territory listed as the legal name on the application corresponds with the eligible State/Territory listed on BJA's JAG web page

What an Application Should Include:

- _____ Application for Federal Assistance (SF-424) (see page 15)
- _____ Intergovernmental Review (see page 15)
- _____ Project Abstract (see page 15)
- _____ Program Narrative (see page 16)
- _____ Budget (see page 17)
- _____ Budget Narrative (see page 17)
- _____ Indirect Cost Rate Agreement (if applicable) (see page 18)
- _____ Tribal Authorizing Resolution (if applicable) (see page 18)
- _____ Applicant Disclosure of High Risk Status (If applicable see page 18)
- _____ Additional Attachments (see page 19)
 - _____ Review Narrative (see page 19)
 - _____ Applicant Disclosure of Pending Applications (see page 20)
 - _____ Research and Evaluation Independence and Integrity (see page 20)
- _____ Disclosure of Lobbying Activities (SF-LLL) (if applicable) (see page 22)
- _____ Financial Management and System of Internal Controls Questionnaire (see page 22)

THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT

COUNTY OF POTTER

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS AND COUNTY OF POTTER, TEXAS
2016-EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
LOCAL SOLICITATION

This Agreement is made and entered into this ___ day of _____, 2016, by and between The COUNTY of POTTER, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of AMARILLO, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of POTTER County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of Chapter 791, of the Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the CITY agrees to provide the COUNTY \$52,608.50 from the FY 2016 Edward Byrne Memorial Justice Assistance Program. Local Solicitation award for the Potter County Criminal Justice- Justice Assistance Grant (JAG) Program; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds as stated herein.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$52,608.50 of JAG funds. All amounts to be paid will be from currently available revenues

Section 2.

COUNTY agrees to use said \$52,608.50 for the Potter County Criminal Justice- Justice Assistance Grant (JAG) Program until September 30th, 2019.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act and further, nothing herein constitutes any waiver of immunity or defense available to such claims.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Texas Tort Claims Act and further, nothing herein constitutes any waiver of immunity or defense available to such claims.

Section 5.

Each party to this agreement will be responsible for its own acts and omissions of its employees in providing services under this agreement and, neither party shall not be liable for any civil liability, claims, damages, attorney fees, or costs that arise out of or relate to the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 8.

COUNTY understands and agrees that as sub-recipient of a federal grant, it must comply with each term, condition, assurance, and rule of the program providing the funds in the same manner as if COUNTY were the primary recipient. Moreover, to assure performance of this obligation, COUNTY agrees to provide at its expense copies to CITY of all financial records, invoices, contracts, correspondence, policies, reports, and other documents that establish COUNTY'S compliance with the terms of the grant conditions and assurances.

CITY OF AMARILLO, TEXAS

COUNTY OF POTTER, TEXAS

City Manager

County Judge

ATTEST:

APPROVED AS TO FORM:

City Secretary

County Attorney

APPROVED AS TO FORM:

City Attorney

*The legal review of this document by the City Attorney is in response to a City of Amarillo staff query. It is reviewed and approved by the City Attorney solely for the purpose of determining the City's legal rights, duties, etc., and not that of any third party. This approval is not intended for reliance on by or for the benefit of any other person or entity.

**By law, the County Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 31 , 2016	Council Priority	N/A
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Department	Risk Management
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Agenda Caption

Award – Property and Casualty Insurance Program
Award to Neely, Craig, and Walton \$477,492.00

This award is to approve an annual contract for the purchase of Property and Casualty Insurance. This award has the option to be renewed for two additional one year periods.

Agenda Item Summary

Award of Property and Casualty Insurance Program

Requested Action

Consider approval and award for the City Property and Casual Insurance

Funding Summary

Funding for this award is available in the Paid Claims Account, 63120.71250.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

Amarillo City Council Agenda Transmittal Memo



B

Meeting Date	May 31, 2016	Council Priority	N/A
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Department	Safety
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Agenda Caption

Award – Safety Footwear Program
The Work Boot \$92,500.00

This award is to approve an annual contract for the purchase of Safety Footwear Program for the City of Amarillo.

Agenda Item Summary

Award of the Safety Footwear Program for the City of Amarillo.

Requested Action

Consider approval and award for the City Annual Safety Footwear Program.

Funding Summary

Funding for this award is available in the Workers Compensation Clothing and Linen Account, 63125.51300

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

Proposal P12-16 Proposal for City of Amarillo Footwear Program									
Tabulation Compilation with Breakdown by Evaluator									
Company	Total Points Possible:	Charlie Sanchez Safety Manager	Bruce Walterscheid Water/Sewer Superintendent	Damen Ratliff Assistant WWC Superintendent	Total	Average	Rank	Comments	
Work Wear		82.50	75.00	76.00	233.50	40.61%	2		
The Work Boot		95.00	85.00	82.00	262.00	45.57%	1		
		Total Points Possible = 480							

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	May 31, 2016	Council Priority	Infrastructure Initiative
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Department	Capital Projects & Development Engineering
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Agenda Caption

Award of Contract – Agreement for Engineering Services in the amount of \$580,500.00 with KSA Engineering for the design of water wells, pipelines and appurtenances in the Potter County well field.

Agenda Item Summary

Award of Contract – Agreement for Engineering Services is for professional engineering services to include all meetings, coordination, submittal review, and all items necessary to complete the design per the City of Amarillo requirements. The professional engineering services will also include expertise necessary for the preparation of bidding documents, in the form of plans and specifications for the design and construction of two water wells and well appurtenances and 2,500 linear feet of pipelines and appurtenances in the Potter County well field. The design and construction proposed by this Agreement will aid in the quantification of ground water availability. This will provide additional water supply to the City of Amarillo.

Requested Action

Consider and approval of Agreement for Engineering Services

Funding Summary

Approval for funding is anticipated through a loan from the Texas Water Development Board (TWDB)

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval.

AGREEMENT FOR ENGINEERING SERVICES

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

OWNER hereby engages ENGINEER to perform the following professional engineering services for the design and construction of two water wells and well appurtenances and 2,500 linear feet of pipelines and appurtenances in the Potter County well field (“Project”)

The Scope of Work is more particularly set forth in the letter dated April 1, 2016 from ENGINEER attached as Exhibit “A” to this Agreement and by this reference made a part of the Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between Exhibit “A” and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to accept as payment for the Project a lump sum fee for Basic Services of Two hundred ninety three thousand and No/100 Dollars (\$293,000) plus a fee not to exceed Two hundred eighty seven thousand five hundred and No/100 (\$287,500) for Additional Services without prior written approval by Owner. Additional Services are estimates and not a guaranteed maximum price. Fees for Additional Services will be in accordance with the attached Hourly Rate Schedule.

II.

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

III.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the Project on schedule. OWNER'S representative for purposes of this Agreement shall be Floyd Hartman, Director of Capital Projects and Development Engineering or his designee. ENGINEER will begin work on the Project within 5 days after receipt of written notification to proceed from OWNER and shall complete the Project as detailed in Exhibit “A”.

IV.

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

without any liability on behalf of ENGINEER. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

Attention: KSA Engineers, Inc.
Clayton Scales
600 S. Tyler Street, Suite 1403
Amarillo, Texas 79101
Telephone: (806) 335-1600
Fax: (806) 335-1602
Email: cscscales@ksaeng.com

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

Attention: Floyd Hartman

808 S. Buchanan Street
Amarillo, Texas 79105-1971
Telephone: (806) 378-9086
Fax: (806) 378-3027
E-Mail: floyd.hartman@amarillo.gov

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

XXIII.

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

XXIV.

This Agreement is entered into and is to be performed in the State of Texas. OWNER and ENGINEER agree that the law of the State of Texas shall govern the rights, obligations, duties and liabilities

of the parties to this Agreement and shall govern the interruption of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County.

XXV.

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

XXVI.

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

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

ATTEST:

CITY OF AMARILLO
(OWNER)

Frances Hibbs, City Secretary

By: _____
Bob Cowell, Deputy City Manager

Date: _____

KSA ENGINEERS, INC.
(ENGINEER)

By:  _____

Printed Name: Mitchell L. Fortner, P.E.

Title: President

Date: 5-10-2014



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

April 1, 2016

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

Re: Potter County Wellfield and Pump Station Improvements
Revised Proposal for Engineering and Related Services

Dear Mr. Sysombath:

KSA Engineers appreciates the opportunity to present the City of Amarillo with this proposal for engineering and related services for the referenced project. Our understanding is that the project will generally include:

- 1) Install two water wells into the Ogallala aquifer along with headworks, fencing, well building, electrical improvements and SCADA controls. These wells will be installed on 12 sections of City-owned water rights on the LX Ranch. The wells will be powered by overhead electric lines with a total length of approximately 2,200 linear feet.
- 2) Install approximately 2,500 linear feet of pipelines to convey the produced water to the existing collection system. Conceptual line sizes are 16 inches.
- 3) Upgrade the pump station including installing one new transfer pump and replacing one existing transfer pump. The new and replacement pumps are intended to raise the pump station's firm capacity to 40 MGD.
- 4) Install controls at each of the two new wells and integrate them into the existing SCADA system.
- 5) Upgrade the PLCs at each of the existing 23 wells in the Potter County wellfield to include volts and amps of each phase of the power supply.
- 6) Upgrade the SCADA HMI at the Osage WTP to incorporate signals from the two new wells.
- 7) Upgrade the radios at the Potter County Pump Station, as well as two repeater sites to increase the throughput for data to the Osage WTP.

A conceptual layout of the proposed improvements is included as Exhibit A. The City would like to have these improvements in service by June 1, 2017 if possible.

Survey

Given well spacing requirements from property lines, it may be necessary to locate the property lines of the LX water rights. In addition to this boundary survey, the improvements will require a number of easements for water lines, power lines and access roads. The scope of this project includes up to 11 easements. Topographic survey will also be required for design of both wells in addition to the approximately 2,500 linear feet of collection lines. The boundary, easement and topographic surveys are included in this scope of services.

Test Holes

In order to accurately determine the characteristics of each of the proposed well locations, this scope of services includes drilling two test holes. A driller's log of the formations encountered in these test holes will be prepared. In addition, geophysical surveys of the test holes will be made to evaluate saturation levels, formation porosity and resulting production potential.

ksaeng.com

Environmental and Archeological Investigations and Reports

The proposed funding for this project is from the Texas Water Development Board (TWDB). One of the requirements of TWDB's Drinking Water State Revolving Fund loans is a NEPA-type environmental review. This portion of the project includes coordination with TWDB staff on the scope of investigation required, preparing reports and coordination with environmental regulatory agencies. As the exact level of effort that will be required is undetermined at this point, this task is proposed as an hourly and reimbursable fee where the City will only pay for effort actually expended.

Groundwater District Permit Application

This project will require a submittal to Panhandle Groundwater Conservation District (PGCD) of an application for a multi-well permit. This task will include evaluation of the proposed production on the quantity and quality of surrounding wells including yield, water levels, chemical analysis and effects on the aquifer. This will require the KSA team to:

1. acquire the High Plains Aquifer Groundwater Availability Model (GAM)
2. develop future demand and production scenarios
3. develop model pumping schedules
4. perform GAM modifications to run future scenarios
5. evaluate the model results for conformance with PGCD depletion rules
6. preparation of required maps and tables
7. complete the PGCD multi-well permit application form and attachments

It is assumed for this task that the City will provide the following:

1. required information on property owners and water rights
2. summaries of production records for existing wells
3. list of pump sizes for the existing wells
4. accurate location information for existing wells and property boundaries
5. summary of water quality for existing wells
6. GIS shapefiles of existing water transporting facilities
7. an up-to-date water conservation plan

Preliminary Engineering Report

The Preliminary Engineering Report (PER) will include conceptual layout of wells on the entire 12 sections of water rights that the city owns on the LX Ranch. These wells will be laid out to meet the spacing requirements of the PGCD. It will also take into account interference between the wells in an attempt to maximize production of the field.

The PER will also include estimates of the production rates of the proposed and future wells. This will allow layout and sizing of proposed and future collection lines.

The PER will also evaluate the improvements needed to install a new horizontal split case pump in the existing Potter County Pump Station as well as replace one of the existing pumps. This will include evaluation of the necessary electrical and control improvements to allow the new pumps to function in existing system.

A hydraulic model of the existing wellfield as well as the proposed and future improvements will also be prepared. This will allow sizing of the well pumps and verify the hydraulic function of the system. It will also incorporate the improvements to the pump station in an attempt to quantify the anticipated ultimate capacity of the pump station. The analysis will also evaluate the function of the existing ground storage tanks and determine if additional storage is needed.

The transmission of the existing SCADA signals from the wells to the pump station will be evaluated. Options will be presented to improve the reliability of the signal.

The PER will also include a conceptual opinion of probable project cost for the entire project scope.

The results of this study will be documented in a bound report. Up to six hard copies of the report will be submitted for review by City staff. Review comments will be incorporated into a final version of the PER. Three hard copies and one electronic pdf copy of the PER will be presented to the City.

Design

The design phase will include detailed plans and specifications for the proposed improvements. Up to six hard copies of the plans and specifications will be submitted for City review at approximately 60% complete. Comments will be incorporated into the design and then the design will be completed. Up to six sets of the final plans and specifications will be submitted for City review. Comments will be incorporated and the revised plans and specifications will be signed and sealed by engineers licensed in the State of Texas. Electronic copies of the plans and specifications in pdf format will be provided to the City for use in bidding.

A revised opinion of probable project cost will be included with each submittal in the design phase.

The design phase will also include submittal of an application to the Texas Department of Transportation for utility installation across State Highway 136.

Coordination with Xcel Energy is included in the design phase as well. This will include informing Xcel of the power requirements of the improvements as well as coordination of the locations of overhead services to each of the wells.

Notification will be submitted to the Texas Commission on Environmental Quality as required in 30 TAC 290.

Bidding –Pumps and Motors

The anticipated lead time for pumps of the anticipated sizes could be up to eight months. Considering this lead time, the City's desire to have these improvements in service by June 1, 2017 and the necessary design and bidding schedule for construction documents, it will be necessary to pre-purchase the pumps and motors for the water wells and pump station. Bidding phase services for these pumps and motors will include the following:

- 1) Prepare addenda as needed (to be distributed by the City)
- 2) Conduct pre-bid meeting
- 3) Attend bid opening
- 4) Review bids for completeness and accuracy
- 5) Prepare bid tabulation and bid summary letter (submit four hard copies and one electronic copy)
- 6) This scope does not include publication of notices and distribution of bid documents to contractors. It is assumed that those services will be provided by the City's Purchasing Department.

Bidding – Water Wells, Pipelines and Pump Station Improvements

Bidding phase services for the project (other than the well pumps and motors) will include the following:

- 1) Prepare addenda as needed (to be distributed by the City)
- 2) Conduct pre-bid meeting
- 3) Attend bid opening
- 4) Review bids for completeness and accuracy
- 5) Prepare bid tabulation and bid summary letter (submit four hard copies and one electronic copy)
- 6) Conduct pre-construction conference
- 7) This scope does not include publication of notices and distribution of bid documents to contractors. It is assumed that those services will be provided by the City's Purchasing Department.

It is anticipated that only one construction contract will be awarded.

Construction Administration

- 1) Conduct up to six site visits to observe construction and attempt to determine if work is progressing in general conformance with the design
- 2) Respond to Requests for Information from the contractor
- 3) Review and respond to submittals
- 4) Evaluate and recommend pay applications
- 5) Conduct a punchlist walkthrough and prepare a written punchlist
- 6) Prepare record drawings based on markups from the contractor and the City's inspector
- 7) A full-time Resident Project Representative is not included in this scope but that can be provided as an additional service.

Well Construction, Development and Testing Oversight and Evaluation

While daily observation of construction will be provided by the City, this scope of services includes observation of well drilling and testing by a member of the design team experienced in this specialized construction. In addition, it includes review of submittals related to the well construction, observation of the final video inspections and producing pumping test hydrographs and step-drawdown test analysis for well efficiency.

Schedule and Fee

We would propose the following schedule and fees for the services included in this scope:

<u>Task</u>	<u>Schedule</u>	<u>Fee</u>
<u>Basic Services</u>		
PER (per TWDB requirements)	75 calendar days	\$67,000 (lump sum)
Design	135 calendar days	\$158,500 (lump sum)
Bidding –Pumps & Motors	³	\$5,000 (lump sum)
Bidding – Construction	60 calendar days	\$26,000 (lump sum)
Construction Admin	150 calendar days	\$36,500 (lump sum)
Total Basic Services		\$293,000
<u>Additional Services</u>		
Boundary Survey	¹	\$27,000 (hourly and reimbursable ²)
Easement Survey	³	\$23,000 (hourly and reimbursable ²)
Topographic Survey	³	\$11,500 (hourly and reimbursable ²)
Test Holes	¹	\$81,000 (hourly and reimbursable ²)
Environmental and Archeological Investigations and Reports	¹	\$50,000 (hourly and reimbursable ²)
GW District Permit Application	³	\$43,000 (hourly and reimbursable ²)
Well Construction Observation	⁴	\$52,000 (hourly and reimbursable ²)
Total Additional Services		\$287,500

¹ Boundary survey, test holes and environmental and archeological investigations and reports will proceed concurrently with the Preliminary Engineering Report.

² Fees shown are only estimates and not a guaranteed maximum price. Rates will be in accordance with the attached Schedule.

³ Easement and topographic survey, the permit application to PGCD and the bidding phase for the pumps and motors will proceed concurrently with the Design Phase.

⁴ Observation of well construction will proceed concurrently with other construction activities.

Closing

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

Sincerely,

Clayton A.
Scales, P.E.

Digitally signed by Clayton A. Scales,
P.E.
Date: 2016.04.01 16:12:30 -0500

Clayton A. Scales, P.E.
Principal



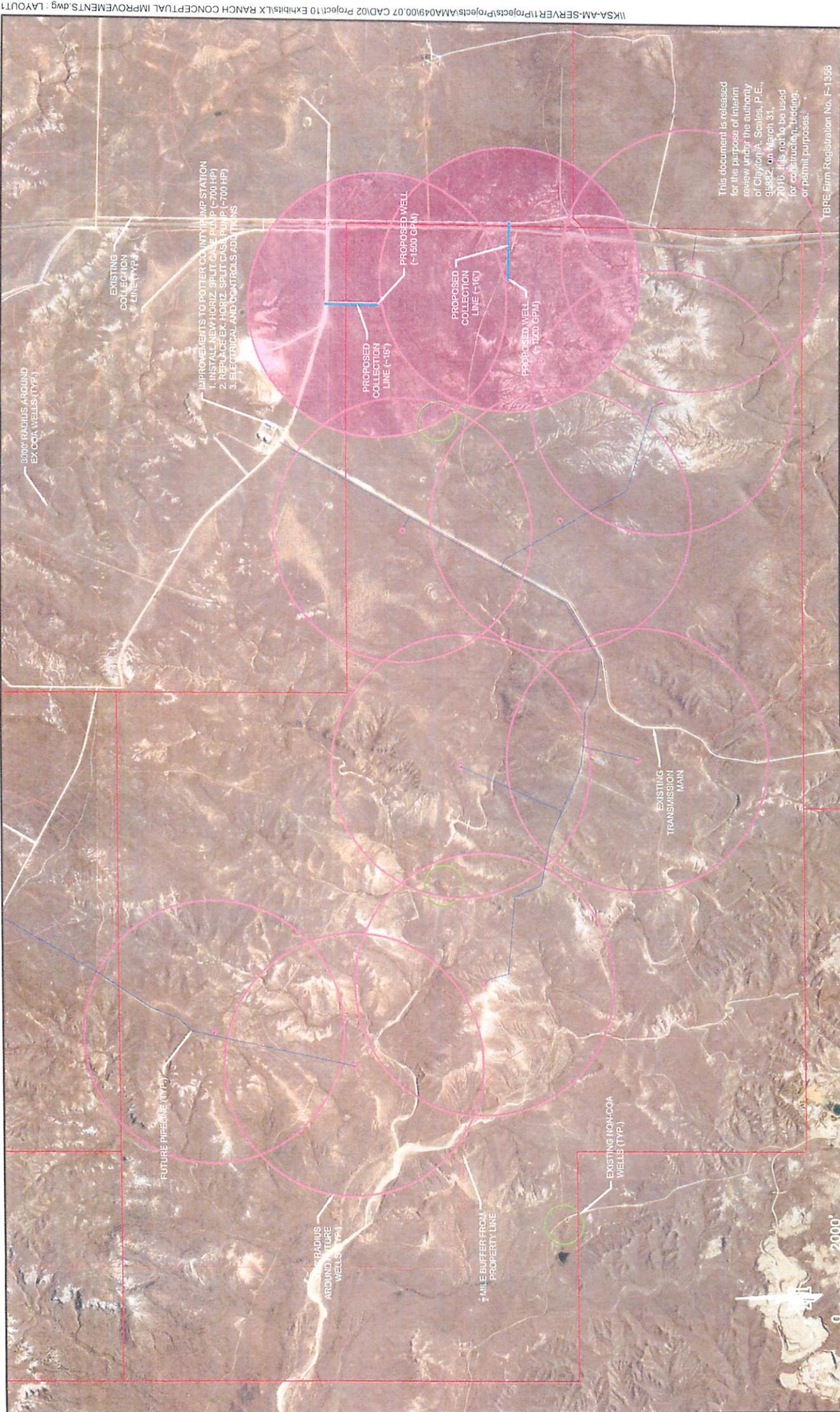
2016 SCHEDULE OF HOURLY FEES

Principal	\$205.00/hour
Senior Environmental Planner	\$200.00/hour
Environmental Planner	\$160.00/hour
Senior Aviation Planner	\$190.00/hour
Aviation Planner	\$150.00/hour
Urban Design Planner	\$175.00/hour
Electrical Engineer	\$170.00/hour
Mechanical Engineer	\$160.00/hour
Senior Project Manager	\$165.00/hour
Project Manager	\$140.00/hour
Senior Project Engineer	\$130.00/hour
Project Engineer	\$120.00/hour
Senior Design Engineer	\$110.00/hour
Design Engineer	\$100.00/hour
Senior Project Architect	\$140.00/hour
Project Architect	\$120.00/hour
Design Architect	\$100.00/hour
GIS Analyst	\$130.00/hour
GIS Specialist	\$110.00/hour
Senior Engineering Technician	\$110.00/hour
Engineering Technician	\$ 95.00/hour
Senior Design Technician	\$ 90.00/hour
Design Technician	\$ 85.00/hour
Safety Specialist	\$ 75.00/hour
Project Assistant	\$ 70.00/hour
Senior CAD Technician	\$ 85.00/hour
CAD Technician	\$ 75.00/hour
Senior Project Representative	\$ 75.00/hour
Project Representative	\$ 70.00/hour
Graphic Designer	\$ 60.00/hour
Administrative Assistant	\$ 55.00/hour
Secretary	\$ 45.00/hour
Four-Man Survey Crew	\$175.00/hour
Three-Man Survey Crew	\$150.00/hour
Two-Man Survey Crew	\$125.00/hour
Registered Surveyor	\$125.00/hour
Survey Technician	\$ 90.00/hour
Mileage	\$ 0.58/mile
ATV (4-Wheeler)	\$100.00/day

Reimbursable Expenses (Air Travel, Lodging,
Copies, Printing) Actual Cost

Outside Consultants Cost + 15%

*Subject to adjustments on annual basis.



This document is released for the purpose of interim review under the authority of Clayton A. Scates, P.E., 99892, on March 31, 2016. It is not to be used for construction, bidding, or permit purposes.

TBPE Firm Registration No. F-1356

 <p>KSA 4805 S. Tyler St., Suite 1403 Tulsa, OK 74116 1-800-333-6662 / 405-235-1402 www.ksaeng.com</p>	<p>DATE 3/31/2016</p>	<p>PROJECT LX RANCH CONCEPTUAL LAYOUT</p>
	<p>REVISION NUMBER</p>	<p>KSA JOB NUMBER AMA.043</p>

Amarillo City Council Agenda Transmittal Memo



Meeting Date	5/17/2016	Council Priority	Infrastructure Initiative
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Department	Municipal Garage
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Agenda Caption

Purchase – Mowers, Carts and Various Equipment

Award to low bidders meeting specifications below:

Western Equipment LLC.-Lines 1, 4,7 & 14	\$147,552.00
James Bros. Implement Co. – Line 2	\$49,776.00
Medley Material Handling Inc - Line 3	\$58,291.18
Professional Turf Products Inc. – Lines 5,6, 11 &15	\$208,067.67
JBR Farmer’s Equipment LLC – Line 13	\$12,097.00
C & M Golf and Grounds Equipment – Lines 9, 10 & 16	\$138,186.00
Austin Turf & Tractor -8	\$54,126.84
Total Award - \$668,096.69	

This item is for scheduled replacement of Mowers, Carts and Various equipment that have reached or exceeded usable life and additional equipment approved in the 2015-2016 budget. The award consists of equipment that will be used by the following departments: Park Maintenance, Animal Management & Welfare, Comanche Trail Golf Course, Ross Rogers Golf Course, and Surface Water Treatment. This bid represents an overall .05% increase from the last purchase. Funding for this award is available in the approved FY 2015-2016 Municipal Garage Machinery General Budget.

Agenda Item Summary

Scheduled replacement and budget approved departmental additions to Fleet of Mowers, Carts and Various equipment used by various departments thru-out the City of Amarillo. Proposed award includes Various Mowers, Floor Scrubber, Various Utility Carts, Grounds Groomers, and Soil Reliever that will be used by Park Maintenance, Animal Management & Welfare, Comanche Trail Golf Course, Ross Rogers Golf Course, and Surface Water Treatment for daily operations.
Recommended award based on competitive bid evaluation.

Requested Action

Approval

Funding Summary

Municipal Garage Machinery General , account 61120.84200
beginning \$1,418,113.00 remaining account balance \$750,017.00

Amarillo City Council Agenda Transmittal Memo



Community Engagement Summary

Local vendors were solicited for bid proposals.

City Manager Recommendation

City Staff recommends approval

Bid No. 5400 MOWERS, CARTS & VARIOUS EQUIPMENT
 Opened 4:00 p.m. April 21, 2016

To be awarded by line	WESTERN EQUIPMENT LLC	JAMES BROS IMPLEMENT CO INC	MEDLEY MATERIAL	PROFESSIONAL TURF PRODUCTS	JBR FARMERS EQUIPMENT LLC	C&M GOLF & GROUNDS	AUSTIN TURF & TRACTOR	KRETCHMAR DISTRIBUTING INC	PANHANDLE IMPLEMENT	GREEN COUNTRY EQUIPMENT
Line 1 Mowers, rotary, single, 5ft. Non-powered, per specifications 4 ea										
Unit Price	\$2,125.000	5,043.00 ✓	\$0.000	\$0.00	\$0.00	\$0.00	\$1,919.18	7,676.72	\$0.00	\$0.00
Extended Price		8,500.00	12,172.00							
										DID NOT MEET SPEC
Line 2 Lawn Mowers, riding type riding lawn mowers, per specifications 3 ea										
Unit Price	\$16,500.000	\$16,492.00 ✓	\$0.000	\$18,572.58	\$0.00	\$17,272.00	\$20,407.03	\$14,275.14	\$0.00	\$0.00
Extended Price		49,500.00	49,476.00 ✓			55,717.74	51,816.00	61,221.09	42,825.42	
										DID NOT MEET SPEC
Line 3, Vacuum Machines, per specifications 1 ea										
Unit Price	\$0.000	\$0.00	\$58,291.180	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extended Price			58,291.18 ✓							
Line 4, Motorscooters and trucksters, 4x4 utility vehicle, per specifications 7 ea										
Unit Price	\$15,995.000	\$0.00 ✓	\$0.000	\$0.00	\$0.00	\$0.00	\$21,843.53	\$0.00	\$0.00	\$16,991.53
Extended Price		111,965.00 ✓					152,904.71			118,940.71
Line 5, Motorscooters and trucksters, diesel engine utility cart with spreader, per specifications 2 ea										
Unit Price	\$0.000	\$0.00	\$0.000	\$31,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extended Price				62,900.00 ✓						
Line 6, Mower-Tractor unit or self-propelled mower, for slope mowing, self propeled groomer, per specifications 2 ea										
Unit Price	\$0.000	\$0.00	\$0.000	\$28,941.95	\$0.00	\$21,842.30	\$0.00	\$0.00	\$0.00	\$0.00
Extended Price				57,883.90 ✓		43,684.60				
										DID NOT MEET SPEC
Line 7, Motorscooters and trucksters, per specifications 1 ea										
Unit Price	\$13,995.000	\$0.00 ✓	\$0.000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extended Price		13,995.00 ✓								
Line 8, Mower-tractor unit or self-propelled mower, for slope mowing, industrial our-front riding lawnmower, per specifications 1 ea										
Unit Price	\$0.000	\$0.00	\$0.000	\$55,732.14	\$0.00	\$48,569.00	\$54,126.84	\$0.00	\$0.00	\$0.00
Extended Price				55,732.14		48,569.00	54,126.84 ✓			
										DID NOT MEET SPEC
Line 9, Mower-tractor unit or self-propelled mower, for slope mowing, Industrial fairway mower, CT-39 per specifications 1 ea										
Unit Price	\$0.000	\$0.00	\$0.000	\$50,401.86	\$0.00	\$44,045.00	\$48,276.59	\$0.00	\$0.00	\$0.00
Extended Price				50,401.86		44,045.00	48,276.59 ✓			

To be awarded by line	WESTERN EQUIPMENT LLC	JAMES BROS IMPLEMENT CO INC	MEDLEY MATERIAL	PROFESSIONAL TURF PRODUCTS	JBR FARMERS EQUIPMENT LLC	C&M GOLF & GROUNDS	AUSTIN TURF & TRACTOR	KRETCHMAR DISTRIBUTING INC	PANHANDLE IMPLEMENT	GREEN COUNTRY EQUIPMENT
Line 10, Mower-tractor unit or self-propelled mower, for slope mowing, industrial fairway mower, ROSS-14 per specifications										
1 ea										
Unit Price	\$0.000	\$0.00	\$0.000	\$50,401.86	\$0.00	\$46,217.00	\$51,406.40	\$0.00	\$0.00	\$0.00
Extended Price				50,401.86		46,217.00	51,406.40			
Line 11, Mowers, lawn, riding type front mounted rotary mower, CT-21 per specifications										
1 ea										
Unit Price	\$0.000	\$0.00	\$0.000	\$31,746.56	\$0.00	\$0.00	\$30,109.60	\$0.00	\$0.00	\$0.00
Extended Price				31,746.56			30,109.60			
DID NOT MEET SPEC										
Line 12, Mowers, lawn, riding type front mounted rotary mower, ROSS-6 per specifications										
1 ea										
Unit Price	\$0.000	\$0.00	\$0.000	\$31,746.56	\$0.00	\$0.00	\$30,109.60	\$0.00	\$0.00	\$0.00
Extended Price				31,746.56			30,109.60			
DID NOT MEET SPEC										
Line 13, Cutters and shredders, industrial 12 foot pull behind, per specifications										
1 ea										
Unit Price	\$0.000	\$14,270.00	\$0.000	\$0.00	\$12,097.00	\$16,514.00	\$16,310.57	\$0.00	\$12,163.00	\$0.00
Extended Price		14,270.00			12,097.00	16,514.00	16,310.57		12,163.00	
Line 14, Cutters and shredders, industrial 15 foot pull behind, per specifications										
1 ea										
Unit Price	\$13,092.000	\$16,788.00	\$0.000	\$0.00	\$13,267.00	\$18,055.00	\$16,887.19	\$0.00	\$13,349.00	\$0.00
Extended Price	13,092.00	16,788.00			13,267.00	18,055.00	16,887.19		13,349.00	
Line 15, Cultivating equipment, farm: go-devils, row type shovel cult, p&r-133 per specifications										
1 ea										
Unit Price	\$0.000	\$0.00	\$0.000	\$23,790.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extended Price				23,790.65						
Line 16, Cultivating equipment, farm: go-devils, row type shovel cult, p&r-159, per specifications										
1 ea										
Unit Price	\$54,765.000	\$0.00	\$0.000	\$53,701.93	\$0.00	\$47,924.00	\$52,795.82	\$0.00	\$0.00	\$0.00
Extended Price	54,765.00			53,701.93		47,924.00	52,795.82			
Bid Total	251,817.00	92,706.00	58,291.18	474,023.20	25,364.00	316,824.60	521,825.13	42,825.42	25,512.00	118,940.71
Award by Vendor	147,552.00	49,776.00	58,291.18	208,067.67	12,097.00	138,186.00	54,126.84			

Amarillo City Council

Agenda Transmittal Memo



E

Meeting Date	05/31/2016	Council Priority	N/A
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Department	1232 – Office of Emergency Management
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Agenda Caption
Approval – Emergency Management Interlocal Assistance Agreement between the City of Amarillo and Armstrong County

Agenda Item Summary
The Emergency Management Interlocal Assistance Agreement is for the City’s Office of Emergency Management to provide Armstrong County with emergency management support as outlined in the agreement. Both the City of Amarillo and Armstrong County participate in the Pantex Plant Agreement-In-Principle (AIP) grant program. The City’s Technical Hazards Coordinator, funded through the AIP grant program, will be assigned to provide the requested emergency management support to Armstrong County, on an as needed basis.

Requested Action
Consider approval of the Emergency Management Interlocal Assistance Agreement between the City of Amarillo and Armstrong County.

Funding Summary
26710: Agreement-In-Principle Grant – For services provided under this agreement, Armstrong County shall reimburse the City of Amarillo from the revenue it receives from Federal and State funding for emergency management services.

Community Engagement Summary
The approval of the agreement represents a modest impact on the whole community. Community engagement through informing citizens of the agreement to provide emergency management support to a partner jurisdiction is encouraged to gain community support.

Staff Recommendation
It is recommended that the agreement be approved and that the Mayor/City Management be authorized to execute all documents necessary.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AMARILLO, TEXAS
AND ARMSTRONG COUNTY, TEXAS**

This Agreement is made between the City of Amarillo, Texas (hereafter, "City") and Armstrong County, Texas (hereafter, "County"). Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791, Texas Government Code, as amended, providing for the cooperation between local governmental bodies and state agencies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

- 1. Entity.** Each party is a local government or state agency within the State of Texas.
- 2. Public Benefit & Purpose.** The respective governing body of each party finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and, that the division of cost fairly compensates the performing party for the services performed under this Agreement; and, the performance of this Agreement is in the common interest of both parties.
- 3. Current revenues.** Both the party performing a service and the party paying for the performance of governmental functions or services shall, respectively, render performance and make payments from current revenues legally available to the party.
- 4. Obligations.** City now promises to perform and provide to County certain *emergency management services* in accordance with Exhibit A. Each party hereby (a) accepts the duties, terms, conditions, limitations, procedures, fees, and scope of services stated in Exhibit A and, (b) agrees to perform its obligations stated therein, (c) including timely payment.
- 6. Exhibit incorporated.** The provisions of Exhibit A are incorporated herein by this reference as though stated verbatim. The governing body of each Party hereby authorizes its point-of-contact official (named elsewhere herein) to mutually agree (without the need of further approval by either governing body) to make minor adjustments in the operational procedures, allocated duties, rights, etc. described in Exhibit A to facilitate greater efficiencies, reduce opportunity for errors, and better serve the public, so long as such adjustments do not require or constitute a change in fees or costs, or creates a material change in the performance required of a party.
- 7. Liability.** The purpose of this Agreement is only to set forth the rights and duties of the Parties with regard to the governmental function or services described. This agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each Party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

8. Venue. Each Party agrees that if legal action is brought under this Agreement, then exclusive venue shall lie in the county in which the defendant Party is located and, if located in more than one county, in the county in which the principal offices of the defendant Party are located.

9. Effective date & Term. This Agreement shall become effective on the first day after it has received approval of both governing bodies. This Agreement shall remain in full force and effect until a Party cancels it by giving thirty (30) days written notice to the other Party.

10. Contacts. The point of contact for each Party shall be as specified in Exhibit A.

11. Severance & Survival. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any request, such invalidity, illegality, or unenforceability shall not affect any other provision contained herein and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained. The provisions of paragraphs 5(c) through 8, inclusive, shall survive termination, cancellation, expiration or non-renewal of this Agreement.

12. Amendments. This Agreement contains all the commitments and the agreements of the Parties and any oral or written commitments not contained herein shall have no force or affect to alter any term or condition of this Agreement. This Agreement may be amended or modified in writing by the mutual agreement of the Parties. In the event of a conflict between the terms of this agreement and Exhibit A, then the terms of Exhibit A shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year written below.

ARMSTRONG COUNTY, TEXAS

CITY OF AMARILLO, TEXAS

By: Hugh Reed

By: _____

Title: Hugh Reed, Armstrong County Judge

Title: Paul Harpole, Mayor

Date: 16 May 2016

Date: _____

EXHIBIT A

EMERGENCY MANAGEMENT INTERLOCAL ASSISTANCE AGREEMENT

WHEREAS, pursuant to the powers granted under the Texas Government Code, Chapter 791, and the authority of a home-rule city, the City of Amarillo, Texas ("City") whose address is PO Box 1971, Amarillo, Texas 79105-1971, and Armstrong County, Texas ("County") whose address is PO Box 189, Claude, Texas 79019, desire to enter into an agreement for the City to provide emergency management assistance to County when needed:

NOW, THEREFORE, it is mutually agreed by the parties that:

I.

In consideration of the funding to be provided by County to the City's Emergency Management Department for expenses the city shall provide the County with the following emergency management support, on an as needed basis:

(a) Assist with all aspects of County's emergency management program, as requested, to aid County in planning and preparedness from any hazards that threaten the County.

(b) Assist the County in submitting applications to Federal and State agencies for emergency management grants, supplies and equipment.

(c) Assist in updating and maintaining the County's emergency operation plan and other emergency planning documents.

(d) Assist in scheduling and participating in meetings, training and emergency management exercises.

II.

County will designate a liaison officer to facilitate City's assistance to the County's emergency management agency.

III.

Any request for assistance under this agreement by County should be in writing and include a statement of the type of assistance requested, and shall specify the location to which the City personnel are to be dispatched, but the number of personnel actually furnished by City shall be determined by the City's emergency management coordinator.

IV.

For the services to be provided to County under this Agreement County shall reimburse City, from the revenue it receives from Federal and State funding for emergency management services, for all expenses not otherwise reimbursed by Federal and State funding incurred by City in aiding County's emergency management agency. City shall invoice County monthly for its expenses. County shall pay said invoices within 30 days after receipt.

V.

The parties agree that the City's relationship to the County will be that of independent contractor and that no employer-employee relationship is created by this Agreement.

VI.

It is understood by the County that the City, in its sole discretion, may at any time withdraw personnel or discontinue participation in any activity initiated pursuant to this Agreement.

VII.

This Agreement is subject to all laws, rules, regulations, orders, and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over the subject matter of this Agreement.

VIII.

Each party to this agreement expressly waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement. Each party shall be solely responsible for any loss, damage, injury or death arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

IX.

It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of government power and functions.

X.

Each party to this agreement agrees that if legal action is brought under this agreement, exclusive venue shall lie in the county in which the defendant member is located, and if located in more than one county, in the county in which the principal offices of the defendant member is located.

XI.

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

XII.

This agreement may be amended or modified by the mutual agreement of the parties hereto in writing.

XVIII.

In time of a declared natural disaster or civil emergency, and in the event any term in this agreement conflicts with other emergency management agreements or statutes, those other agreements or statutes shall prevail over this agreement.



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

On the 9th day of May 2016, the Amarillo Planning and Zoning Commission met in a work session in Room 206, second floor of City Hall, at 2:45 PM to review agenda items, then convened in regular session at 3:00 PM in the City Council Chamber on the third floor of City Hall, 509 East 7th Avenue, Amarillo, Texas, with the following members present:

VOTING MEMBERS	PRESENT	NO. MEETINGS HELD	NO. MEETINGS ATTENDED
David Craig, Chairman	Y	112	92
Dean Bedwell	Y	179	168
Mike Good, Vice-Chairman	N	94	68
Rob Parker	Y	47	38
Jessie Phifer	N	17	10
Rick Thomason	Y	17	15
Bowden Jones	Y	8	6

PLANNING DEPARTMENT STAFF
 Kelley Shaw, Planning Director
 Laura Bergey, Planner I

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

ITEM 1: Approval of the minutes of the April 25, 2016 meeting

A motion to approve the minutes of the April 25, 2016 meeting was made by Commissioner Parker, seconded by Commissioner Thomason, and carried unanimously.

ITEM 2: 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.(Vicinity: Farmers Ave & Explorer Trl)
 APPLICANT: Amarillo Willow Grove Development

Mr. Shaw advised the request is in order to develop the next phase of the South Georgia Place residential subdivision. The applicant is proposing single-family detached homes, which is similar to those developed west of the site. Mr Shaw stated staff feels the request is appropriate and recommends approval as submitted.

A motion to approve Z-16-16 was made by Commissioner Bedwell, seconded by Commissioner Thomason, and carried unanimously.

ITEM 3: 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.(Vicinity: Vineyards Blvd & Broadway Dr.)
 APPLICANT Thomas Neilsen

Mr. Shaw commented the request is in order to develop the next phase of single-family detached home construction within the Vineyards subdivision. The request would allow similar size homes to those currently existing. Mr. Shaw stated staff feels the request is appropriate and recommends approval as submitted.

A motion to approve Z-16-17 was made by Commissioner Parker, seconded by Commissioner Bedwell, and carried unanimously.

ITEM 4: Z-16-18 Rezoning of Lot 5, Block 1, Westway Addition Unit No. 4 and Lot 6, Block 1, Westway Addition Unit No. 5, all in Section 6, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 91A to Amended Planned Development, for additional storage and covered Recreational Vehicle parking. (Vicinity: SW 53rd Ave and Western St)
APPLICANT: Jonathan Martindale

Mr. Shaw stated the applicant is requesting a zoning change in order to add additional storage and covered recreational vehicle storage on the site. The proposed plans exceed 3,000 square feet and 35% or more of the gross floor area of building on the site, and trigger landscape requirements. Mr. Shaw advised as of this date, the proposed plan does not meet the landscaping requirements and that the applicant needed more time to address staff's concerns.

A motion to table Z-16-18 until the June 13, 2016 Planning & Zoning Commission meeting, was made by Commissioner Thomason, seconded by Commissioner Parker, and carried unanimously.

ITEM 5: P-16-31 Heritage Hills Unit No. 6, an addition to the City of Amarillo, being a replat of Lots 12 thru 40, Block 2, Heritage Hills Unit No. 2 in Section 65, Block 9, BS&F Survey, Randall County, Texas. (Vicinity: Zoe Dr & Legacy Pkwy)
DEVELOPER(S): Real Property Resources
SURVEYOR: Matt Thomas

A motion to approve P-16-31 was made by Commissioner Bedwell, seconded by Commissioner Parker, and carried unanimously.

ITEM 6: P-16-32 Wilkinson Park Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 100, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Tipton St & Willow Crk.)
DEVELOPER(S): Alexis Nichols & Rusty Wilkinson
SURVEYOR: J D Keller

Mr. Shaw stated the plat is not ready for consideration today, but the applicant had submitted a waiver of 30 day action request. This plat will be given an additional 30 days before consideration.

ITEM 7: P-16-33 Hollywood Addition Unit No. 19, an addition to the City of Amarillo, being a replat of all of Hollywood Addition Unit No. 16, lying in Section 4, Block 9, BS&F Survey, Randall County, Texas. (Vicinity: Scotty Dr & Bell St)
DEVELOPER(S): Richie Brown
SURVEYOR: Kevin Brown

Mr. Shaw advised the plat is a short form plat, is ready for approval, and will be approved by the Designated City Official.

CARRY OVERS:

ITEM 8: P-16-28 Heritage Hills Unit No. 5, an addition to the City of Amarillo, being an unplatted Tract of land situated in Section 65, Block 9, BS&F Survey, Randall County, Texas. (Vicinity: Soncy Rd & Heritage Hills PKWY)
DEVELOPER(S): Perry Williams
SURVEYOR: Daryl Furman

Chairman Craig stated that the plat was signed by the Deputy City Manager on April 27, 2016.

ITEM 9: P-16-29 Ray-Mac Addition Unit No. 1.

No action was taken on this plat.

ITEM 10: P-16-30 Eberstadt and Brock Subdivision Unit No. 11, an addition to the City of Amarillo, being a replat of a portion of Lot 16, Block 4-B, Eberstadt and Brock Subdivision and all of Lot 16-B, Block 4-B, Eberstadt and Brock Subdivision Unit No. 10, all in Section 185, Block 2, AB&M Survey, Randall County, Texas. (Vicinity: SW 40TH Ave & Bowie St.)
DEVELOPER(S): Amarillo Montessori Academy
SURVEYOR: Matt Thomas

Chairman Craig stated that the plat was signed by the Deputy City Manager on May 9, 2016.

PENDING ITEMS:

ITEMS 11-27: P-11-31 Sundown Acres Unit No. 6, P-12-45 Redstone Addition Unit No. 1, P-12-52 Bownds Industrial Park Unit No. 1, P-13-72 Park Hills Unit No. 2, P-14-25 Arrowhead Addition Unit No. 8, P-14-28 Silverpointe Addition Conceptual Development Plan, P-14-41 Skyline Terrace Unit No. 12, P-14-72 The Colonies Unit No. 59, P-14-75 Madden Addition Unit No. 6, P-14-91 Coulter Acres Unit No. 16, P-14-96 Lonesome Dove Estates Unit No. 7, P-15-07 Canode-Com Park Unit No. 45, P-15-10 Reed's Unit No. 1, P-15-22 Hillside Terrace Estates Unit No. 24, P-15-38 Tull Addition Unit No. 2, P-15-43 Highland Park Village Unit No. 3, P-15-49 City View Estates Unit No. 16.

No action was taken on these plats

ITEM 28: P-16-27 Sunset Park Addition Unit No. 13, an addition to the City of Amarillo, being a replat of Lots 23, 24, and 1, revised plat of Sunset Park Addition, in Section 226, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: SW 10th Ave & Georgia St)
DEVELOPER(S) Laura and Jeffery Taylor
SURVEYOR: Cindy Beyer

Chairman Craig stated that the plat was signed by the Deputy City Manager on April 27, 2016.

ITEM 29: P-16-15 Mathes Acres Unit No. 3.

No action was taken on this plat.

ITEM 30: P-16-18 Sunset Substation Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 59, Block 9, BS&F Survey, Potter County, Texas. (Vicinity: W 9th Ave & Soncy Rd)
DEVELOPER(S) Sean Fredriksen
SURVEYOR: Daryl Furman

Chairman Craig stated that the plat was signed by the Deputy City Manager on March 25, 2016.

ITEM 31: P-16-20 South Georgia Place 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. (Vicinity: Farmers Ave & Gemini Trl)
DEVELOPER(S): Royce Barnett
SURVEYOR: Matt Thomas

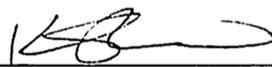
A motion to approve P-16-20 was made by Commissioner Parker, seconded by Commissioner Bedwell, and carried unanimously.

ITEM 32: Public Forum: Time is reserved for any citizen to comment on City zoning or planning concerns, however, the Commission can take no action on any issue raised.

No comments were made.

ITEM 33: Discuss Items for Future Agendas.

No further comments were made and the meeting was adjourned at 3:20 P.M.



Kelley Shaw, Secretary
Planning & Zoning Commission

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)

Emergency Care Advisory Board (3-year terms)

10/01/2013	Stephen Neumann	04/21/2018 (resigned)
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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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