

AGENDAS

FOR THE AMARILLO CITY COUNCIL CLOSED SESSION TO BE HELD ON TUESDAY, JUNE 28, 2016 AT 1:30 P.M. AND WORK SESSION AT 3:30 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) Discussion regarding City Manager candidates and process to fill vacancy; and
 - (3) Presentation and discussion on Police Best Practices Assessment;
 - (4) Presentation and discussion on Council Questions for Place 2 vacancy; 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) 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. Discussion regarding City Manager and appointment to fill vacancy.
 - (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. Discussion regarding appointment to vacancy on the City Council, Place 2, including development of interview questions for final candidates.
 - (3) Discuss the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, in accordance with the Texas Open Meetings Act, Section 551.074. Discussion regarding the Council Code of Conduct, and potential violations thereof by a member or members of the City Council.
 - (4) 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. Discussion regarding appointment to fill vacancy to the Board of the Amarillo Local Government Corporation.
 - (5) Discuss the deployment, or specific occasions for implementation, of security personnel or devices, or a security audit, in accordance with the Texas Open Meetings Act, Section 551.076. Discuss Police Best Practices Assessment.

REGULAR MEETING ITEMS

INVOCATION: Burt Palmer, Polk Street United Methodist Church

1. **MINUTES:**
Approval of the City Council minutes of the regular meeting held on June 7, 2016.

2. **RESOLUTION – AUTHORIZING THE CITY TO SEEK AND DISTRIBUTE STATE FUNDS FOR THE 2016 WORKING RANCH COWBOYS ASSOCIATION’S WORLD CHAMPIONSHIP RANCH RODEO:**

This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the qualifying event.

3. **PRESENTATION AND DISCUSSION ON NONEMERGENCY CALL CENTER (311)**

4. **PRESENTATION AND DISCUSSION ON WRECKER ORDINANCE REVISIONS**

5. **DISCUSSION ON LOCAL GOVERNMENT CORPORATION APPOINTMENT**

6. **DISCUSSION ON PUBLIC FORUM POLICY**

7. **DISCUSSION ON COUNCIL CODE OF CONDUCT**

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

Appointment is needed for the following board:

Animal Management & Welfare

04/03/2012 Brooke Reeves 06/06/2016 (resigned)

(This is a Humane Society appointment.)

9. **CONSENT AGENDA:**

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

A. **Purchase: Shelving Units for Evidence Storage**
Awarded on Buy Board to Improve Group -- \$127,377.77

The item is the purchase of commercial grade shelving units to expand our off site evidence storage at our warehouse. The shelving purchase is needed as part of our plan to move half of the evidence from our current storage in the PD basement to the off -site warehouse to provide space for a much needed larger area for a workout facility. The current shelving units are many decades old with many bolts. They would have to be disassembled to move. They have not been as stable when we have done this in the past. Funding for this purchase is available from #2630 Texas Narcotics Seizures Fund (\$75,611) and #2640 Federal APD Seizures Fund (\$51,766.77)

B. **Award -- Transit Building Addition and Office Expansion:**
Awarded to A&S General Contractors Inc. -- \$1,049,890.00

This will be the addition of one new service bay, four (4) new offices, meeting and training room, fire suppression system, new HVAC, and repairs to parking areas.

C. **Award – Asbestos Abatement:**
Vanco Insulation -- \$82,320.00

This item is for abatement of the materials from the Community Center Building (North Branch YMCA) located at 1330 Northwest 18th Avenue.

D. **Award – Storage Building:**
Metal Mart -- \$55,900.00

This item is for purchase and delivery of a 60’ X 100’ Single Slope Metal Storage Building for the Police Department Bomb Squad.

- E. Award -- Property, Regulation, Enforcement, And Billing Information System:
Tyler Technologies, Inc., Plano -- \$3,560,244
- Authorize the City Manager to award the bid and execute a 5 year contract with the best evaluated respondent, Tyler Technologies, Inc. in the amount of \$3,560,244 for the purchase and implementation of a Property, Regulation, Enforcement, and Billing (PREB) Information System:
- \$1,301,436 - Purchase, Implementation, and First Year Subscription Support
 - \$534,605 - Year Two Subscription Support
 - \$554,014 - Year Three Subscription Support
 - \$574,395 - Year Four Subscription Support
 - \$595,794 - Year Five Subscription Support
 - \$3,560,244 - Total
- F. Award – Airport Terminal Advertising Concession Services Contract:
Parties: Corey Airport Services and the City of Amarillo
- This contract provides for the sale and maintenance of in-house advertising opportunities for the Rick Husband Amarillo International Airport. The initial contract terms are 7 years with a 5-year option. The contract requires an initial investment of \$110,650.00 and no less than \$15,000.00 of a midterm refurbishment investment. The contractor is required to employ a local sales manager.
- G. Award – 2015/2016 Microsurfacing of Various Streets:
Viking Construction, Inc. -- \$265,249.50
- This item is to award the contract for the 2015/2016 Microsurfacing of Various Streets. Funding for this project was approved in the 2015/2016 Capital Improvement Program.
- H. Award – Solid Waste Transfer Station Concrete Floor Removal and Replacement:
Anchor Buildings -- \$81,791.55
- This item is to award the base bid contract for the Solid Waste Transfer Station Concrete Floor Removal and Replacement. Funding for this project was approved in the Capital Improvement Project Budget for the Capital Projects & Development Engineering Department.
- I. Approval – Interlocal Agreement – Potter County Fiber Optic Cable:
This item is the approval of an Interlocal Agreement between the City of Amarillo and Potter County, granting the City the right to utilize County-owned fiber that is to be constructed between the Santa Fe building located at 900 South Polk Street and the Potter County Detention Center located at 13100 Northeast 29th Avenue. Under the agreement the City will pay the County \$1,500 per month, representing a total sum of \$360,000 over a term of 20-years.
- J. Approval -- State of Texas, Department of Transportation Grant at Rick Husband Amarillo International Routine Airport Maintenance Program (RAMP) Airport:
This item is the approval of a RAMP Grant from TxDOT. This grant matches funds up to \$50,000 for the general approved maintenance at non-hub primary airports.
- K. Approval – Event Support Contract for the 2016 World Championship Ranch Rodeo:
This item awards the Event Support Contract as required for the City's participation with the State of Texas Special Event Trust Funds. The City of Amarillo participates with the Amarillo Chamber of Commerce Convention and Visitors Council and the Working Ranch Cowboys Association in the program.

- L. Approval -- Interlocal Agreement with City of Plano – Interim Police Chief:
This item is for approval of an Interlocal Agreement with the City of Plano, Texas to secure the services of Ed Drain as Interim Police Chief for the City of Amarillo for an indefinite term, at the contract rate of \$87.00 per hour for hours worked by the Interim Police Chief.

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 23, 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 22nd day of June 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 7th day of June 2016, the Amarillo City Council met at 3:30 p.m. for a work session, and the regular session was 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
BLAIR SNOW	MANAGEMENT ANALYST
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Greg Dowell, Central Church of Christ. Mayor Harpole led the audience in the Pledge of Allegiance.

A proclamation was presented for "World Refugee Day"

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 31, 2016. Motion was made by Councilmember Nair to approve the minutes; motion was seconded by Councilmember Burkett, and unanimously carried to approve the minutes.

Mr. Childers introduced new employees Robert Patrick, Director of Public Works and Russell Grubbs, Director of Utilities.

ITEM 2: Mayor Harpole presented an ordinance of an ordinance rezoning of 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. Cheryl Austin, 116 West Cliffside Drive, inquired if the addresses could be put on these locations. Motion was made by Councilmember Burkett, seconded by Councilmember Eades, that the following captioned ordinance be passed on second and final reading:

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 SOUTHWEST 16TH AVENUE AND SOUTH GEORGIA STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3: Mayor Harpole presented a resolution authorizing the City to extend for one-year the Bank Depositor Contract to June 30, 2017. The original contract executed on

July 13, 2013 and allows for two additional one-year extensions, the first to run from July 1, 2016 through June 30, 2017.

Michelle Bonner, Assistant City Manager, stated in 2013 the City of Amarillo went through the RFP process for the best evaluated responder. This contract was a three-year contract with two one-year extensions. The current three-year contract will expire in June 2016. They intend to go through RFP process in 2017. James Schenck, 6216 Gainsborough Street, inquired if all City funds go through Bank of America. Mr. Childers stated Bank of America was the City's treasury bank and they handle large amounts of funds, but that the City does use other banks. Ms. Bonner further stated they have a secondary depository with Wells Fargo and also use Amarillo National Bank for investments, Amarillo Hospital District and the Amarillo Firemen's Retirement fund. Councilmember Nair stated that the new audit committee has discussed this extension. Mayor Harpole stated as an audit committee member, they will give a report next time to the full Council. Motion was made by Councilmember Nair, seconded by Councilmember Burkett, that the following captioned resolution be passed:

RESOLUTION NO. 06-07-16-1
A RESOLUTION OF THE CITY OF AMARILLO, TEXAS APPROVING A
ONE-YEAR EXTENSION OF THE BANK DEPOSITORY CONTRACT
WITH BANK OF AMERICA, N.A.

Voting AYE were Mayor Harpole, Councilmembers Demerson, Eades, Burkett and Nair; voting NO was Councilmember Demerson; the motion carried by a 5:0 vote of the Council.

ITEM 4: Chief Robert Taylor stated a non-consent wrecker is called when the owner or driver does not have a choice or is unable to make a selection. Councilmember Demerson inquired if there was a consensus between the wrecker companies using light and heavy duty rotations. Chief Taylor stated five of the companies on the current rotation want the rotation to stay the same, four other companies were in attendance and two of those wanted separate rotations for light and heavy towing. David Ferril, 7503 Gainsborough Drive, stated training needs to be mandatory for heavy duty towing. He further stated these training programs should be required, to bring everyone together and set a standard on how to work the scenes, and clean the roads and highways safer and faster. Mr. McKamie stated they have done research on some of this information. Adam Taulbee, 3112 Padron Avenue, stated mandatory training would effectively create the inability to hire new drivers. Councilmember Demerson stated he has received feedback from newer towing services, and he wants to be sure Council is not creating unintended consequences.

Jeff Reese 7001 West Rockwell Road, Cierra Towing, stated heavy towing drivers need to be trained. He further stated heavy towing is completely different than light towing. Paula Hertwig Hopkins stated the City does not tolerate, and is not in the business of playing favorites. Allen Finegold, 2601 North Grand Street, suggested the City invest in the cost of the training. Mayor Harpole stated they may need to have more discussion on these issues. Dick Rogers, 7904 Goodnight Trail, stated the wreck master program was extremely expensive but training is very important. He also asked the Council to consider wrecker services as emergency services so that the drivers could take their vehicles home but wrecker emergency vehicles should be limited to the wreckers on the rotation list. Councilmember Demerson stated the need for more discussion before the first reading of the ordinance. Mr. Childers stated the wrecker committee has meet with the wrecker companies but Council could consider the idea of wreckers as emergency vehicles as part of Community Engagement. Mayor Harpole asked if that could be ready in two weeks. Mr. Demerson stated he would provide Paula Hertwig Hopkins with his feedback.

ITEM 5: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. There were none. Motion was made by Councilmember Eades to approve the consent agenda, seconded by Councilmember Nair.

- A. Award of Contract – Agreement For Audit Services:
Connor, McMillon, Mitchell and Shennum, PLLC -- \$140,885
This agreement for audit services with Connor, McMillon, Mitchell and Shennum, PLLC is for a one-year contract with two one-year extensions.

- B. Award --- Meter Reader Handheld Devices:
 HD Supply Waterworks -- \$86,260.00
 This award is to approve the purchase of meter reader handheld devices for the City of Amarillo Utility Billing Department.
- C. Award -- Inductively Coupled Plasma Mass Spectrometer for Laboratory Administration:
 Awarded to Perkin Elmer LAS Inc. -- \$177,892.60
 This is a replacement for a laboratory instrument which is 18 years old. The instrument is used to analyze low trace metals in Drinking Water, Wastewater, and many City Departments. The instrument is also used to support several State TCEQ Permits.
- D. Purchase – Truck with Dual Rear Wheels and Aerial Manlift:
 Silsbee Ford -- \$59,498.00
 This item is an unscheduled replacement of unit 7309, 2011 Ford 1-ton Aerial Truck that was involved in an accident on 10/27/2015 that has been totaled. Replacement approved in the 2015-2016 budgets. This award will be used by the Traffic Field Operation department for daily operations. This bid represents a 13% increase from the last purchase. Funding for this award is available in the approved FY 2015-2016 Municipal Garage Rolling Stock Budget.
- E. Approval – Amendment #2, Lease Agreement: Rick Husband Amarillo International Airport:
 Lessee: CNS , LLC – Pantex Plant
 Term: 5 year term (final option of original lease agreement)
 Lease Info: Three buildings plus ground lease for total leased premises of 143,244 square feet.
 This item approves Amendment #2 for three buildings and ground lease for leased premises at the Rick Husband Amarillo International Airport. The amendment represents a 5.5% increase in lease revenues to the Airport.

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: Russell Grubbs, Director of Utilities, presented an overview of the water system and water conservation tips. Mr. Nair inquired if the City provided any incentive for using rain barrels. Jesse Pfrimmer, 5723 South Milam Street, stated the City has failed to recognize water conservationists. Allen Finegold, 2601 North Grand Street, urged the City to hold comprehensive discussions on rates and usage. Floyd Hartman stated an upcoming capital budget item would ask for a rate study and comprehensive new rate structures. Mr. Hartman further stated wastewater rates were averaged over the December, January and February months for usage. Cole Camp, 4402 Charlene Avenue, suggested the City look at a drought plan that is not pegged to water but weather conditions. He further stated he hoped the City continued to speak to the top users.

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.

Shawn Fuller, 3801 Paramount, inquired if the City had authority to vacate the people living under the bridge on Fillmore Street if it was TxDot property. Mr. McKamie stated the ordinance covers all governmental owned property. James Schenck, 6216 Gainsborough Street, inquired if Councilmember Eades was going to resign, and if so that Council should move ahead with the selection process. Cheryl Austin, 116 West Cliffside Drive, questioned the building codes and search and seizure warrants.

Laura Street, 5204 Spartanburg Drive, stated public servants serve all the people of the City. She implored Council that whoever they put in this position has the leadership to provide for our City. She further asked the Council to think very strongly about this appointment. Councilmember Burkett stated he had Facebook problems but he turned out to be good councilman. Tammy Bell, 113 Alta Vista, stated Sandra is a great woman with knowledge, and she cannot be bullied by the AGN article.

Brittney Arturo, 6820 Rochelle Lane, asked if it was fair to base a person on their Facebook page. She stated it was because this is how a person represents themselves. Lorene Austin, 3603 South Lamar Street, stated who a person is on social media is who they are in real life. What a person does on social media can make or break a professional career. There were no further comments.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Paul Harpole, Mayor

DRAFT

Amarillo City Council Agenda Transmittal Memo



2

Meeting Date	June 28, 2016	Council Priority	
---------------------	---------------	-------------------------	--

Department	Finance
-------------------	---------

Agenda Caption

RESOLUTION – AUTHORIZING THE CITY TO SEEK AND DISTRIBUTE STATE FUNDS FOR THE 2016 WORKING RANCH COWBOYS ASSOCIATION’S WORLD CHAMPIONSHIP RANCH RODEO:

This resolution authorizes the City to seek and distribute State funds, pursuant to article 5190.14, Section 5C of the Texas Revised Civil Statutes for the qualifying event.

Agenda Item Summary

This item allows the City of Amarillo as the host community to apply for State Funds through the Special Event Trust Fund for the 2016 World Championship Ranch Rodeo.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The City partners with Working Ranch Cowboys Association and the Amarillo Chamber of Commerce Convention and Visitors Council to host this event.

Staff Recommendation

Staff recommendation is to approve the resolution for the World Championship Ranch Rodeo so that the Event Trust Fund application may be submitted.

RESOLUTION NO. _____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO: AUTHORIZING THE CITY MANAGER TO SEEK AND DISTRIBUTE STATE FUNDS, PURSUANT TO ARTICLE 5190.14, SECTION 5C OF THE TEXAS REVISED CIVIL STATUTES, A QUALIFYING EVENT; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, the Working Ranch Cowboy Association has selected Amarillo, Texas as the site for its 2016 World Championship Ranch Rodeo event, despite enticements to take that event to another state; and,

WHEREAS, the City of Amarillo, as the host community of the Working Ranch Cowboy Association event and other eligible events (hereafter "event" whether singular or plural), and

WHEREAS, that event may be eligible to receive some funding as an eligible event from Special Event Trust Funds (hereafter, "Trust Fund") pursuant to Tex. Rev. Civ. Stat., Art. 5190.14, Sec. 5C (hereafter, "Sec. 5C");

WHEREAS, the City of Amarillo and the State of Texas may benefit directly from this state law by utilizing state funds to augment local incentives for the purpose(s) of retaining events in our city and our state that are being courted by other cities located in other states, and by enhancing these events so that they have more prestige and draw more contestants and attendees; and

WHEREAS, Sec. 5C allows for the use of any funds received from state under this law to offset direct expenditures related to the event.

WHEREAS, the City of Amarillo, and the State of Texas may benefit indirectly from this state law by an increase in tourism resulting from the retention or the attraction of events to our city and state that will likely have the effect of:

- An increase in utilized hotel rooms, which has a positive impact on the Hotel Occupancy Tax; and
- An increase in general sales and consumption, which has a positive impact on the local and state sales tax; and
- An increase in the length of time an event is in Amarillo facilities, which increases the local facility rental revenue.

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

SECTION 1. The City Manager is authorized to submit an application to the Office of the Governor's Economic Development & Tourism Division to seek state funds, pursuant to Sec. 5C for the purpose of utilizing any funds received to assist in enhancing the Working Ranch Cowboy Association's World Championship Ranch Rodeo, and other eligible events, with a goal of increasing participation and attendance and benefiting the economy of the City of Amarillo and the State of Texas. Further, the City Manager is authorized to negotiate a contract with the Working Ranch Cowboy Association specifically as to any state funds received through Sec. 5C with the explicit guidance that the application and the contract be developed so as to maximize the state funds coming back to the City to support the Working Ranch Cowboy

Association's World Championship Ranch Rodeo and other eligible events.

SECTION 2. 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 3. 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 4. 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

APPROVED AS TO FORM

William M. McKamie

Amarillo City Council

Agenda Transmittal Memo



4

Meeting Date	June 28 th , 2016	Council Priority	N/A
---------------------	------------------------------	-------------------------	-----

Department	Police
-------------------	--------

Agenda Caption

Purchase: Shelving Units for Evidence Storage
Award to Buy Board Vendor: \$127,377.77
Funding for this purchase is available from #2630 Texas Narcotics Seizures Fund (\$75,611) and #2640 Federal APD Seizures Fund (\$51,766.77)

Agenda Item Summary

The item is the purchase of commercial grade shelving units to expand our off site evidence storage at our warehouse. The shelving purchase is needed as part of our plan to move half of the evidence from our current storage in the PD basement to the off -site warehouse to provide space for a much needed larger area for a workout facility. The current shelving units are many decades old with many bolts. They would have to be disassembled to move. They have not been as stable when we have done this in the past. Funding for this purchase is available from #2630 Texas Narcotics Seizures Fund (\$75,611) and #2640 Federal APD Seizures Fund (\$51,766.77)

Requested Action

Request the Council's approval for the purchase of the shelving.

Funding Summary

#2630 Texas Narcotics Seizures Fund \$75,611; #2640 Federal APD Seizures Fund \$51,766.77
Total Amount: \$127,377.77

Community Engagement Summary

N/A

Staff Recommendation

City Staff recommends approval.

Bid No. 5470 SPACE SAVER STORAGE SYSTEM FOR EVIDENCE ROOM

Opened 4:00 p.m. June 6, 2016

To be awarded as one lot

IMPROVE GROUP

Line 1 Furniture, evidence storage system
spacesaver storage system for evidence
room, delivery and installation, per
specifications

1 ea

Unit Price

\$75,611.000

Extended Price

75,611.00

Line 2 Furniture, evidence storage system
spacesaver storage system for evidence
room, delivery and installation, per
specifications

1 ea

Unit Price

\$51,766.770

Extended Price

51,766.77

Bid Total

127,377.77 

Award by Vendor

127,377.77

Amarillo City Council Agenda Transmittal Memo



Meeting Date	6/28/2016	Council Priority	Infrastructure
--------------	-----------	------------------	----------------

Department	Facilities 1252
------------	-----------------

Agenda Caption

Award -- Transit Building Addition and Office Expansion.
Awarded to A&S General Contractors Inc. in the amount of \$1,049,890.00

Agenda Item Summary

This will be the addition of one new service bay, 4 new offices, meeting and training room, fire suppression system, new HVAC, and repairs to parking areas.

Requested Action

Approval and Award of Bid

Funding Summary

TX90X894 410728.17400.1040
TX90Y020 410936.17400.1040
TX90Y058 410830.17400.1040 Total \$1,263,326.00

Community Engagement Summary

N/A

Staff Recommendation

Transit Building Addition and Office Expansion. This will be the addition of one new service bay, 4 new offices, meeting and training room, fire suppression system, new HVAC, and repairs to parking areas. It is recommended that the construction contract be awarded to A&S General Contractors Inc. in the amount of \$1,049,890.00

Bid No. 5420 City of Amarillo Transit Addition and Office Expansion
 Opened 4:00 p.m., May, 19, 2016

To be awarded as one lot	A & S General Contractors Inc	Tri-State General Contracting Group Inc	Talon LPE
Line 1 Furnish all necessary Superintendence, Labor, Materials, Tools, Equipment, Machinery, Apparatus, and whatever else may be necessary to complete all work, per specifications			
1 ea			
Unit Price	\$1,049,890.000	\$1,169,693.000	\$1,274,000.000
Extended Price		1,049,890.00	1,169,693.00
			1,274,000.00
Bid Total		1,049,890.00	1,169,693.00
			1,274,000.00
Award to Vendor		1,049,890.00	

Amarillo City Council Agenda Transmittal Memo



C

Meeting Date	6/28/2016	Council Priority	Infrastructure
--------------	-----------	------------------	----------------

Department	Facilities 1252
------------	-----------------

Agenda Caption

Award – Asbestos Abatement
Vanco Insulation -- \$82,320.00
This item is for abatement of the materials from the Community Center Building (North Branch YMCA) located at 1330 N.W. 18th Street.

Agenda Item Summary

Requested Action
Approval and Award of Bid

Funding Summary

Account # 411131.17400.1010 Balance \$142,080.84

Community Engagement Summary

N/A

Staff Recommendation

Asbestos Abatement of the materials from the Community Center Building (North Branch YMCA) located at 1330 N.W. 18th Street.
It is recommended that the Abatement Contract be awarded to Vanco Insulation in the amount of \$82,320.00

Bid No. 5426 Community Center Asbestos Abatement Project
 Opened 4:00 p.m., May 26, 2016

To be awarded as one lot	Vanco Insulation inc	Advanced Environmental Services
Line 1 Removal of Asbestos containing materials according to the design specifications provided Furnish all necessary Superintendence, Labor, Materials, Tools, Equipment, Machinery, Apparatus and whatever else may be necessary to complete all work covered by this proposal within the time stated, per specifications		
1 ea		
Unit Price	\$82,320.000	\$92,800.00
Extended Price		
	82,320.00	92,800.00
Bid Total	82,320.00	92,800.00
Awarded to Vendor	82,320.00	

Amarillo City Council Agenda Transmittal Memo



D

Meeting Date	6/28/2016	Council Priority	Infrastructure
Department	Facilities 1252		

Agenda Caption

Award – Storage Building

Metal Mart -- \$55,900.00

This item is for purchase and delivery of a 60' X 100' Single Slope Metal Storage Building for the Police Department Bomb Squad.

Agenda Item Summary

Requested Action

Approval and Award of Bid

Funding Summary

Account # 410703.17400.1040 Balance \$369,971.30

Community Engagement Summary

N/A

Staff Recommendation

Purchase of 60' X 100' Single Slope Metal Storage Building for the Police Department Bomb Squad.

It is recommended that the purchase and delivery of the 60' X 100' Metal Building Package be awarded to Metal Mart in the Amount of \$55,900.00

Bid No. 5429 60' X 100' SINGLE SLOPE METAL STORAGE BUILDING
Opened 4:00 p.m. May 26, 2016

To be awarded as one lot	METAL MART	TRI-STATE GENERAL CONTRACTING
Line 1 Buildings, large, prefabricated, per specifications		
1 ea		
Unit Price	\$55,900.000	\$65,737.450
Extended Price	55,900.00	65,737.45
Bid Total	55,900.00	65,737.45
Award by Vendor	55,900.00	

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	June 28, 2016	Council Priority	Best Practices, Technology Review Initiatives
---------------------	---------------	-------------------------	---

Department	Development Services and Finance Division
-------------------	---

Agenda Caption
 AWARD BID: PROPERTY, REGULATION, ENFORCEMENT, AND BILLING INFORMATION SYSTEM.
 Award to: Tyler Technologies, Inc., Plano, TX - \$3,560,244

Agenda Item Summary

Authorize the City Manager to award the bid and execute a 5 year contract with the best evaluated respondent, Tyler Technologies, Inc. in the amount of \$3,560,244 for the purchase and implementation of a Property, Regulation, Enforcement, and Billing (PREB) Information System:

- \$1,301,436 - Purchase, Implementation, and First Year Subscription Support
- \$534,605 - Year Two Subscription Support
- \$554,014 - Year Three Subscription Support
- \$574,395 - Year Four Subscription Support
- \$595,794 - Year Five Subscription Support
- \$3,560,244 - Total

Property, Regulation, Enforcement, and Billing (PREB) Information System:

- 1) Departments of: Utility Billing, Environmental Health, Planning, Building Safety, and Capital Projects & Development Engineering, and Vital Statistics will have cross department and division connectivity.
- 2) Greater transparency and ease of access to public information.
- 3) Real-time data.
- 4) Enhanced Citizen and Customer interface available 24 hours-a-day, 7 days a week.
- 5) Automated outbound notifications of billing, development review, permit and inspection status.
- 6) Improved effectiveness and efficiencies for City, customers, and our citizens.

The new System will allow greater constituent connectivity, when it is convenient for them. Allowing Utility Billing customers' access to account information, citizens and contractors can track all the steps involved in development review, including online applications, plan submission, electronic plan review, issuance and inspections, dispatch, and staff access through mobile devices. A single system for Capital Projects for engineering, utilities, streets, and external partners. The System will allow customers to track their application status, pay their fees online and enable customers to receive comments, schedule, reschedule, and view inspections online. Additionally, the System will allow the public to monitor project status and provide comments to City staff.

Staff will propose establishing a user based fee to aid in funding PREB annual subscription service. This technology based fee for all users is recommended be set fee of \$10.00 for all applications for license, permit or service through the proposed 16/17 budget. Based on current estimates this would generate approximately \$585,000 in additional revenue.

Amarillo City Council

Agenda Transmittal Memo



Requested Action

Consider approval and award of the City contract for Property, Regulation, Enforcement, and Billing (PREB) Information System agreement. This system replaces obsolete software with a contemporary real-time solution across numerous departments and divisions, interactive to internal and external users.

Funding Summary

Funding for this award is available in the General Construction Fund, the Water and Sewer Fund, and the Drainage Utility Fund.

Community Engagement Summary

The City released a Request for Proposals (RFP) on February 12th 2016 for a Development Services Software solution: Land Use, Permitting, Licensing, Billing, Work Order and Citizen Engagement Software Solution and Implementation Plan. (Utility Billing, Environmental Health, Planning, Building Safety, and Capital Projects & Development Engineering, and Vital Statistics).

An evaluation team comprised of Finance, Information Technology, Parks and Recreation and Development Services staff reviewed the bid responses based on; (a) the completeness and functionality of the proposed solution, and, (b) the cost associated with the proposed solution.

The evaluation team then invited the respondents to conduct in-person demonstrations for City staff. The three Proposers; Acella, Infor Public Sector, and Tyler Technologies were allowed a half day onsite for demonstrating their products capabilities.

Key stakeholders from various City departments were engaged to attend the interactive demonstrations with the three vendors. Vendors were ranked based upon functionality and cost of each of their solutions. All three vendors performed onsite/offsite follow-up to questions of functionality and design.

Staff Recommendation

City staff recommends approval and award of the contract.



Memorandum

SUBJECT: Report on Request for Proposals for Development Services Software Solution.

DATE: June 20, 2016

PREPARED BY: RFP 04-16 Evaluation Team:
Laura Storrs, Finance Director
Rich Gagnon, Information Technology Director
Scott McDonald, Community Safety & Regulatory Services Director
Floyd Hartman, Capital Projects & Development Engineering Director
Rod Tweet, Parks and Recreation Director
Shaun May, Environmental Health Director
Kelley Shaw, Planning Director

SUMMARY:

The City released a Request for Proposals (RFP) on February 12th 2016 for a Development Services Software solution: Land Use, Permitting, Licensing, Billing, Work Order and Citizen Engagement Software Solution and Implementation Plan. (Utility Billing, Environmental Health, Planning, Building Safety, and Capital Projects & Development Engineering, and Vital Statistics).

Anticipated benefits identified for the selection, investment and implementation of City Property, Regulation, Enforcement, and Billing (PREB) Information System include:

- Reduce reliance on inefficient and outdated systems, both manual and electronic.
- Increase reliability of billing data.
- Provide citizen access 24/7
- Enhance “real-time” reporting.
- Improve service and process delivery.
- Increase reporting and forecasting.
- Reduce redundant data entry.
- Enhance customer service.
- Maximize and streamline resources.
- Improve and automate manual process and workflow.
- Reduce paper.
- Provide greater interconnectivity for internal and external users.
- Provide greater access to GIS mapping system.

The City closed the RFP on March 17th 2016 and received three (3) bid responses. The list of vendors who responded:

Accela, Inc.
2633 Camino Drive
Suite 500
San Ramon, CA 94583
(888)722-2352
www.accela.com

Infor Public Sector, Inc.
13500 Morris Road
Suite 4100
Alpharetta, GA 30004
972-754-3098
www.infor.com

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
866-809-2276
www.tylertech.com

An evaluation team comprised of Finance, Information Technology, Parks and Recreation and Development Services staff reviewed the bid responses and based on; (a) the completeness and functionality of the proposed solution, and, (b) the cost associated with the proposed solution.

The evaluation team then invited the Proposers to conduct in-person demonstrations for City staff. The three Proposers; Acella, Infor Public Sector, and Tyler Technologies were allowed a half day onsite for demonstrating their products capabilities.

Key stakeholders from various City departments were engaged to attend the interactive demonstrations with the three vendors. Vendors were ranked based upon functionality and cost of each of their solutions. All three vendors performed onsite/offsite follow-up to questions of functionality and design.

The RFP evaluation process consisted of several components:

Minimum Qualifications: All proposals were responsive and met the initial pass/fail review of the stated minimum qualifications.

Experience: Each respondent's experience was considered including number of years implementing PREB solutions in an environment similar to the City of Amarillo.

Technical/Functional Solution: In this area the team evaluated how well respondent understood the City's requirements, and their proposed solution for meeting those requirements, including: project approach, customer service, implementation plan and methodology, data conversion/migration plan, training, testing and final acceptance procedures, project deliverables, functional capabilities, technical support and maintenance.

On-site Demonstrations: The three respondents, Accela, Infor Public Sector, and Tyler Technologies, were invited to participate in oral presentations to demonstrate their knowledge and understanding of the City's requirements, introduce key personnel who would be assigned to the project, and to present a demonstration of their solution. Respondents were allowed four hours to present/demonstrate product functional overview, utility billing, electronic plan submittal, inspection scheduling, mobile field inspection, online payments, customer interfaces, technical overview and implementation approach and services overview. During this phase, key stakeholders including representatives from the Information Technology, Finance, Utility Billing, Planning, Building Safety, Environmental Health, Utilities, Public Works, and Engineering Departments were invited to participate and observe the product demonstrations and provide feedback to the evaluation team.

Information Technology Meetings: Following the on-site demonstrations, the City's Information Technology Department conducted a teleconference with each of the three respondents to discuss IT specific considerations.

Cost: Upon conclusion of the IT meetings the Purchasing Department requested Best and Final Offer (BAFO) cost proposals submitted to the City from the three finalists. Respondents were required to submit a BAFO cost proposal that included all required software subscription, hosting and related professional services for project management, implementation, configuration, installation, data migration/conversion, interfaces, testing, training, warranty, and maintenance and support.

Cost comparison for the finalist bids - BAFO:

	Bid 1	Bid 2	Bid 3
	<u>Accela Civic Platform</u>	<u>Infor CDR</u>	<u>Tyler EnerGov</u>
Subscription Service ¹	\$268,241 ²	\$129,125 ³	\$418,293 ⁴
Implementation Cost ⁵	\$3,230,022	\$2,408,863	\$899,485
	<u>Accela Utility Billing</u>	<u>Infor CIS Utility Billing</u>	<u>Tyler ERP Utility Billing</u>
Subscription Service ¹	\$211,315	\$51,368	\$146,409
Implementation Cost ⁵	\$408,080	\$1,756,281	\$401,951
Total Year One Cost	\$3,638,102	\$4,165,143	\$1,301,436
Annual Subscription Service ¹	\$479,556 ²	\$180,492 ³	\$564,702 ⁴

¹ Subscription Service average of years 2 through 5
² Accela average includes 7% annual increase.
³ Guaranteed for first three years Unknown percentage of increase each year thereafter.
⁴ Tyler average includes 5% annual increase.
⁵ Includes year one of subscription service.

RECOMMENDATION

(a) Accept the report on the Request for Proposal (RFP) for a Property, Regulation, Enforcement, and Billing (PREB) Information System and adopt a resolution authorizing the City manager to Award the bid and execute a 5 year contract with the with the best evaluated respondent, Tyler Technologies, Inc. in the amount of \$3,560,244 for the purchase and implementation of a Property, Regulation, Enforcement, and Billing (PREB) Information System.

(b) Adopt an ordinance establishing a user based fee to aid in funding PREB annual subscription service. This technology based fee for all users is recommended be set fee of \$10.00 for all applications for license, permit or service. Based on current estimates this would generate approximately \$585,000 in additional revenue.

OUTCOME

Property, Regulation, Enforcement, and Billing (PREB) Information System

- 1) Departments of: Utility Billing, Environmental Health, Planning, Building Safety, and Capital Projects & Development Engineering, and Vital Statistics will have cross department and division connectivity.
- 2) Greater transparency and ease of access to public information.
- 3) Real time data.
- 4) Enhanced Citizen and Customer interface available 24 hours-a-day, 7 days a week.
- 5) Automated outbound notifications of billing, permit and inspection status.
- 6) Improved effectiveness and efficiencies for City, customers, and our citizens.

The new System will allow greater constituent connectivity, when it is convenient for them. Allowing Utility Billing customers' access to account information, citizens and contractors can track all the steps involved in permits, including online applications, plan submission, electronic plan review, issuance and inspections, dispatch, and staff access through mobile devices. The System will allow customers to track their application status, pay their fees online and enable customers to receive comments, schedule, reschedule, and view inspections online. Additionally, the System will allow the public to monitor project status and provide comments to City staff.

BACKGROUND/HISTORY

The mission of the Development Services Group (City) is to manage growth and development within Amarillo in a way that enhances quality of life. The City utilizes Hansen v.7 for Utility Billing, Development Services functions, Licensing, Drainage Utility, and other programs. The City develops, administers, and enforces standards for land use, design, construction, and housing within the City limits. City is also responsible for long-range planning in Amarillo. To carry out these functions, City issues a variety of permits, and executes many diverse business processes.

The current City permitting system – Hansen v.7 – was selected in 2004 to replace a variety of legacy permit tracking/utility billing systems.

Over time, a number of custom-built web applications have been created to fill gaps in Hansen v.7 functionality and offer users an improved experience. A number of trigger-based customizations to Hansen v.7 have also been added with the same purpose.

In replacing Hansen v.7, City hopes to address many of these current gaps, including:

- Out-of-date client-server technology
- Inflexible presentation in the user interface
- Lack of real-time data entry modification/information updates (i.e. water meter payment)
- Functionality/usability gaps that necessitate the creation of numerous custom applications
- Inadequate data architecture for expanded “resource” tracking (including buildings, uses, properties, addresses, and contacts)
- Poor tools for application integration and interfaces
- Use of an internal proprietary coding language for capturing work flows and business rules
- Limited capabilities for code re-use
- Inadequate support for current technology standards
- Lack of easy support for mobile platforms and mobile capabilities
- Inadequate capabilities for support of public-facing “self-service” web applications
- Costly maintenance requiring highly specialized, non-transferable skill sets

While Hansen v.7 has been reliable and stable, and includes tools for our previous needs, the platform will not continue to be a viable choice for the future.

The current system is used extensively for most of Development Services' and Utility Billing business processes, and is considered a mission critical system to numerous departments and divisions. The City processed approximately 58,567 applications and permits during the 2014-2015 fiscal year, almost half of which were Building Permits, with a construction valuation of \$415,600,534 million. The current system also assisted in billing over \$84 million in revenue during the 2014-2015 fiscal year.

Over 200 City staff access this system on a regular basis. In addition, the community accesses the system through the City's IVR system, which interfaces with the Hansen permitting system to provide customers with the ability to apply for schedule inspections, view "status" data that identifies the inspection results.

Amarillo City Council Agenda Transmittal Memo



F

Meeting Date	06/28/2016	Council Priority	
---------------------	------------	-------------------------	--

Department	Aviation
-------------------	----------

Agenda Caption

Award of Airport Terminal Advertising Concession Services Contract between Corey Airport Services, Atlanta, Georgia, and City of Amarillo, Rick Husband Amarillo International Airport.

Agenda Item Summary

Award of Airport Terminal Advertising Concession Services Contract. This contract provides for the sale and maintenance of in house advertising opportunities for the Rick Husband Amarillo International Airport. The initial contract term is 7 years with a 5 year option. The contract requires an initial investment of \$110,650.00 and no less than \$15,000.00 of a midterm refurbishment investment. The contractor is required to employ a local sales manager.

Requested Action

Award Airport Terminal Advertising Concession Services Contract between Corey Airport Services and City of Amarillo, Rick Husband Amarillo International Airport.

Funding Summary

This concession services agreement represents a non-aeronautical revenue stream for the Department of Aviation. The agreement provides for a minimum annual guarantee (MAG) of \$42,000.00/contract year, or percentage of gross receipts (30% static, 25% digital sales) whichever is greater.

Community Engagement Summary

The concession services contract opportunity was a part of a national RFQ process.

Staff Recommendation

Staff recommends the approval of Airport Advertising Concession Services Contract with Corey Airport Services, Atlanta, Georgia.

AIRPORT ADVERTISING CONCESSION AGREEMENT

This Concession Agreement, hereinafter referred to as "Agreement," is made and entered into this ____ day of June, 2016, by and between the City of Amarillo, a governmental body existing under the laws of the State of Texas, hereinafter referred to as the "City", and U.S. Enterprises, Inc. d/b/a Corey Airport Services, a Georgia corporation, which is, or will be, qualified to do business in the State of Texas, hereinafter referred to as the "Concessionaire."

W I T N E S S E T H:

WHEREAS, the City is the authority responsible for oversight of the Rick Husband Amarillo International Airport, hereinafter referred to in its entirety as the "Facility"; and,

WHEREAS, the Concessionaire is a corporation engaged in the business of operating airport display advertising concessions similar in nature to that proposed for the City, and

WHEREAS, the City wishes to grant to Concessionaire the right to operate the City's display advertising concession at the Facility under an agreement containing mutually satisfactory terms and covenants.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, privileges, obligations and agreements herein contained, and intending to be bound hereby, the City and the Concessionaire hereby mutually undertake, promise and agree, each for itself and its successors and assigns, as follows:

Article I.

TERM

- 1.1 The term ("Term") of this Agreement shall commence on March 1, 2017, and continue for seven (7) years thereafter. The City shall have the option to extend the Term of this Agreement for an additional five (5) year increment by giving written notice to Concessionaire at least 60 days prior to the initial Term. City' option shall be deemed automatically exercised by the City provided Concessionaire satisfies during the previous seven (7) years of the Term the following operational standards:
- a. Invest no less than \$110,650 into the initial advertising program at the Facility, and Invest no less than \$15,000 into the midterm refurbishment at the Facility;
 - b. At least 500 telephone sales calls per Agreement year, which calls shall be documented by Concessionaire (subject to availability of displays for sale);
 - c. At least 75% of advertisers at the Facility to be local and regional advertisers;
 - d. Provide national sales force to ensure that the Facility is part of the national advertiser sales effort;
 - e. Provide architect-approved engineering drawings;
 - f. Provide maintenance staff with on site availability within 24 hours upon City or Advertiser request;
 - g. Provide graphic guidance to advertisers and obtain written approval by City of all graphic renditions prior to install; and
 - h. Assist City in public relations efforts including media release support.

The Term may otherwise be extended only by mutual written agreement of the parties.

- 1.2 The transition term shall commence on the date when Concessionaire first occupies the Facility (expected September 1, 2016) and shall end on February 28, 2017. During this transition term, all terms and conditions of this Agreement shall apply except for the privilege fee due to the City which,

during the transition term, will be based on the Percentage Fee only with no Minimum Annual Guarantee (MAG) due.

This Agreement may continue on a month-to-month basis after the expiration of the Term, subject to the terms and conditions hereof, at the mutual written agreement of the parties.

Article II.

PRIVILEGES AND OBLIGATIONS OF THE CONCESSIONAIRE

- 2.1 The City hereby grants to Concessionaire the right to operate, maintain and provide the Facility-wide display advertising concession.
- 2.2 Concessionaire shall develop and maintain a comprehensive advertising program totally integrated and coordinated as to design, quality, and content for the Facility. Under this program, Concessionaire shall have the right to establish, operate, service and maintain prime quality, expertly designed commercial advertising displays, including, but not limited to: floor exhibits, wall and floor back-lit units, product cases, brochure cases, posters, exposition space, car and boat displays, direct telephone line hotel and transportation displays, electronic displays, computer displays, video displays, board advertising, and other forms of advertising relating to an attractive and profitable means for the graphic/digital displays of materials, articles, and services of various manufacturers, industries, companies, and persons.
- 2.3 All installations shall be in good taste, professionally developed, and of such high caliber as to contribute to the establishment of the Facility as a prestige location for commercial advertising media.
- 2.4 The specific locations for backlit displays, product cases, poster boards, telephone boards and all other sites available for advertising use at the Facility ("Assigned Areas") are indicated on Exhibit "A", attached hereto and made a part hereof. Any additional areas made available for advertising at the Facility by the City shall be added to the Assigned Areas and, in such instance, Exhibit "A" shall be substituted to show such additions. Concessionaire shall have the exclusive advertising use of all Assigned Areas.

- 2.5 All Assigned Areas selected are subject to relocation at anytime at the City's discretion in accordance with the provisions for "relocation" provided herein. Should the City and the Concessionaire disagree on any advertising locations, the City's decision shall be final. The City shall make best efforts to keep available for the use of Concessionaire during the term advertising locations of at least equal number, passenger exposure and commercial advertising value as those in the original Exhibit "A".
- 2.6 Concessionaire shall be responsible for the commercial advertising program within the Assigned Areas at the Facility and shall apply to that program the fiscal, marketing and administrative resources of its organization. Through its national and regional organization, Concessionaire shall make best efforts to:
- a. Develop, on a continuing basis, integrated master plans for advertising at the Facility;
 - b. Follow quality criteria that recognize the need for integrity of design and advertising content appropriate to the prestige and dignity of the Facility;
 - c. Practice space utilization planning which will recognize and meet the needs of all advertising classifications and insure maximum revenue return to the City consistent with the scope and integrity of the advertising master plan;
 - d. Provide a sales organization with ability and experience of sufficient scope to solicit and sell local, regional, and national advertising for display at the Facility, with a primary emphasis on local advertising; and
 - e. Provide advertising and display equipment and fixtures that are consistent with the architectural design of the Facility.
- 2.7 Except as provided elsewhere in this Agreement, Concessionaire shall pay all expenses associated with planning, implementing, and operating the display-advertising program provided for in this Agreement, including, without limitation, the cost of electric and telecom/electronic communications wiring within the Assigned Areas.

- 2.8 Upon execution of this Agreement, the Concessionaire shall have rights of ingress and egress to and from the Assigned Areas, including but not limited to common use roadways, subject to any rules or regulations which may have been established or shall be established in the future by the City. Such rights of ingress and egress shall apply to the Concessionaire's employees, customers, agents, contractors, suppliers, and other authorized individuals.
- 2.9 Employees, agents and contractors of Concessionaire shall be permitted to park at the Facility under the same terms and conditions as employees of other concessionaires at the Facility. Visiting service personnel shall be permitted to park in areas designated for temporary vendor parking.
- 2.10 The Concessionaire may utilize additional storage space identified by the City as available for such purposes, at the discretion of the City.
- 2.11 The Concessionaire shall have the right to install and maintain appropriate informational signs in the Assigned Areas, provided, that the design, installation and maintenance of such signs shall be consistent with the graphic standards and policies of the City. All such signage shall be subject to written approval of the City prior to installation.

Article III.

ADVERTISING RATES AND STANDARDS

- 3.1 The Concessionaire agrees to use the Assigned Areas solely for the sale, placement and display of advertising products and shall make good faith efforts in every proper manner to maintain, develop and increase the sales of advertising developed hereunder.
- 3.2 The Concessionaire shall submit to the City, upon request, a schedule of monthly rates to be applied to the advertising locations. Advertising locations may be subject to quantity purchase and other incentive discounts and to standard sales/advertising agency deductions or commissions.
- 3.3 Advertisements, advertising copy, advertising materials and manners of commercial presentation ("Advertisements") shall be subject to the reasonable

approval of the City. The City shall provide written notice to Concessionaire of any disapproval of Advertisements within five (5) days of submission of graphics sample by Concessionaire. Concessionaire shall not display any Advertisements reasonably disapproved by the City. Concessionaire shall immediately remove from the Facility upon written demand of the City, at Concessionaire's sole cost and expense, any reasonably disapproved Advertisements. In the event that any so disapproved Advertisement is not removed promptly upon receipt of written demand, the City may remove and store said Advertisement. The City shall not in any way be held responsible or liable for any damage to any Advertisement so removed.

- 3.4 No Advertisements reasonably considered offensive by the City may be presented to the public. The Concessionaire will promptly remove or modify the presentation of any Advertisement if so directed by the City.
- 3.5 Where any backlit or other graphic display case of Concessionaire does not contain an Advertisement, such display case shall contain filler graphics promoting charitable entities or advertising sales at the Facility.

Article IV.

RESPONSIBILITY OF CITY

- 4.1 The City shall provide finished floors, walls and ceilings for the Assigned Areas.
- 4.2 The City shall be responsible for the providing of, maintenance of, and upkeep of: partitions about the perimeter of the Assigned Areas, structural walls and supports, structural roof construction, structural floor construction, exterior window walls designed about the perimeter of the Assigned Areas, Facility security, any required electric service and electrical connections to the Assigned Areas, any required telecom/electronic communications conduit and wiring to the Assigned Areas. The City shall further be responsible for the general maintenance and upkeep of the Facility outside of Concessionaire's Assigned Areas.

Article V.

WORK BY CONCESSIONAIRE

- 5.1 Concessionaire shall submit plans and specifications for the work to be performed pursuant to this Agreement (“Preliminary Plans”) to the City for review.
- 5.2 The City’s Airport Director shall, within fourteen (14) days of receipt of any such Preliminary Plans, provide notice to Concessionaire of its approval or disapproval of the Preliminary Plans. Review and approval by City shall be based on the conformity of such plans and specifications to the general architectural and aesthetic plan for the Facility and such approval shall not be unreasonably withheld. Any written notice to Concessionaire of disapproval shall include the reason for such rejection with adequate specificity to allow Concessionaire to modify such Preliminary Plans accordingly.
- 5.3 In the event of disapproval of the Preliminary Plans or any portion thereof by the City, the Concessionaire shall have up to fourteen (14) days to submit adequately revised Preliminary Plans for City review. Approval of the revised Preliminary Plans by the City shall not be unreasonably withheld.
- 5.4 Once approved by the City, the Preliminary Plans shall become final (“Final Plans”). No changes or alterations shall be made to the Final Plans after approval by the City, except as may be agreed to in writing by the parties.
- 5.5 The Concessionaire shall, upon request, submit a schedule depicting the estimated time required to complete the construction and installation of the displays and improvements called for in the Final Plans.
- 5.6 Upon written "Notice to Proceed" from the Airport Director, the Concessionaire shall immediately begin construction and installation of the approved displays and improvements in the Assigned Areas and pursue the same to completion. However, any delay in construction and installation due to fire, earthquake, wars, acts of the City or one of the City's contractors, or

other impediment beyond the control of the Concessionaire shall reasonably extend the time within which such construction and installation shall be completed.

- 5.7 Except as otherwise provided herein, all work shall be at Concessionaire's sole cost and expense and Concessionaire shall provide all necessary labor, supervision, materials, supplies and transportation.
- 5.8 All work performed by Concessionaire shall be in accordance with the Final Plans. No structural alterations or improvements shall be made to or upon the Assigned Area without the prior written approval of the City. The determination of the quality and acceptability of the finishes in the Assigned Areas shall be within the reasonable discretion of the Airport Director.
- 5.9 All improvements and displays installed by the Concessionaire in the Assigned Areas shall be of high quality, safe, fire resistant materials and shall be attractive in appearance.
- 5.10 One reproducible final "as built" copy of the Final Plans for all displays and improvements, as may have been revised by the parties during the course of construction and installation, shall, upon request, be signed by the Concessionaire and submitted to the Airport Director within ninety (90) days following completion of the construction and installation.
- 5.11 Upon completion of the work, the Concessionaire shall, upon request, forthwith provide the City with a certification that the improvements and displays have been constructed and installed in accordance with the Final Plans, and in strict compliance with all applicable building codes, laws, statutes, ordinances and regulations.
- 5.12 All permanent improvements made to the Assigned Areas by the Concessionaire shall be and remain the property of the Concessionaire until the expiration or earlier termination of this Agreement, at which time said permanent improvements shall become the property of the City. Notwithstanding anything to the contrary in this Agreement, all non-permanent advertising displays, equipment, trade fixtures, materials and

supplies of Concessionaire, which shall include, without limitation, telephone boards, wall displays and freestanding displays and display cases, are and shall remain the property of Concessionaire unless Concessionaire shall fail within sixty (60) days following the expiration or earlier termination of this Agreement to remove such personal property. In the event of such failure to remove non-permanent property, title to such personal property shall, at the option of the City, vest in City at no cost to City.

- 5.13 All improvements, displays, equipment and interior design and decor constructed or installed by the Concessionaire, its agents, or contractors, including the plans and specifications therefore, shall conform to all applicable statutes, ordinances, building codes, and rules and regulations. Concessionaire shall obtain at its-own expense all necessary building permits.

Article VI.

PRIVILEGE FEES, CHARGES AND ACCOUNTABILITY

- 6.1 "Subject to the terms hereof, Concessionaire agrees to pay to the City Thirty Percent (30%) of the Gross Revenue derived from the sale of static advertising displays and, Twenty-Five Percent (25%) of the Gross Revenue derived from the sale of digital advertising displays at the Facility, or a "Minimum Annual Guarantee" of Forty Two Thousand Dollars (\$42,000.00), whichever is greater."The monthly MAG shall be paid in equal installments of Three Thousand Five Hundred Dollars (\$3,500.00) per month. The foregoing fees shall be referred to jointly and severally herein as the "City Fee". "Gross Revenue", as used herein, shall mean all monies paid to Concessionaire for advertising sales made at or from the Facility, regardless of when or where the order therefore is received, or delivered, whether on a cash basis or credit; provided, however, that:
- a. Gross Revenue shall exclude the following:
 - (1) Any amount paid by advertisers in connection with design, fabrication or installation of any advertiser's specialty or custom

display/graphics (including, without limitation, the printing, distributing or maintaining of any advertiser's brochures) or with the design, fabrication, installation or ongoing service of any new media technologies (including, without limitation, the programming and maintenance charges for computer-operated, plasma screen, video, interactive or motion displays);

- (2) Any amount paid by the advertisers to Concessionaire for data or internet service and connectivity management and/or service;
- (3) Standard 15% sales commission actually paid to bona fide outside advertising agencies;
- (4) Any sales or excise tax imposed by law and separately stated to and paid by an advertiser ("Sales Tax"); and
- (5) Amounts owed which are deemed uncollectible by Concessionaire after prudent collection efforts.

b. In the event Concessionaire is unable to collect amounts due from advertisers upon which Concessionaire had previously based Percentage Fee payments after diligent efforts, such "bad debts" shall be deemed uncollectible and an appropriate adjustment shall be made in Concessionaire's subsequent statements and Percentage Fee submissions. If any "bad debts" are collected by Concessionaire after adjustment, then an appropriate upward adjustment shall be made to a subsequent revenue statement and Percentage Fee submission, excluding collection costs.

c. Quantity purchase and incentive discounts shall be allowed.

6.2 The MAG shall be paid by the Twentieth (20th) day of the month beginning with the first month of the term of this Agreement and for the first year of this agreement, Concessionaire shall pay to the City, \$42,000.00.

In the event any Percentage Fees are due, the Percentage Fee shall be paid by the Twentieth (20th) day of the month following each calendar quarter of

service, beginning with the month following the first calendar quarter in which Concessionaire used the Assigned Areas for display advertising purposes. Such Percentage Fee shall be due for the previous calendar quarters on January 20th, April 20th, July 20th, and October 20th of each calendar year. Notwithstanding the above, any real estate tax, use tax, or other state and local taxes relating to the Assigned Areas or other property of the City and levied or assessed to Concessionaire shall be deducted from the City Fee.

- 6.3 The City Fee shall be: (i) subject to proportional percentage reduction equal to the percentage of passenger traffic decline during any year of the Term when passenger movement at the City shall fall ten percent (10%) or more below those recorded during 2013; and (ii) subject to reduction equal to Concessionaire's share of actual and prospective advertising revenues lost and unearnable where the City requires any removal or relocation of any Assigned Area shown in Exhibit "A", as may be amended, without the contemporaneous assignment to Concessionaire of a replacement location of at least equal passenger exposure and commercial advertising value. Where a display case or other display advertisement in an Assigned Area was visually obstructed or subject to electric supply failure for more than three (3) days without fault to Concessionaire, any amounts refunded to or withheld by affected advertisers shall not count towards Gross Revenues and Concessionaire's share of such lost revenues shall be deducted from the City Fee payment to the City.
- 6.4 Concessionaire shall furnish to the City for each calendar quarter a statement showing total Gross Revenue for the preceding calendar quarter. With each quarterly statement, the Concessionaire shall remit to the City any Percentage Fee due through the end of the last month of the calendar quarter.
- 6.5 The Concessionaire shall keep full and accurate books and records showing all Gross Revenue, and the City shall have the right, through its representatives, and at all reasonable times, to inspect and audit all such records as may be necessary to verify the reported Gross Revenue, including State of Texas sales

tax return records. The Concessionaire agrees that all such books and records shall be made available to City at a location in Amarillo, Texas for at least a two (2) year period following the end of each Agreement year.

- 6.6 No later than one hundred twenty (120) days after the end of Concessionaire's fiscal year, Concessionaire shall furnish to the City the written statement of a Certified Public Accountant stating that the Percentage Fee paid by the Concessionaire to the City pursuant to this Agreement during each of Concessionaire's fiscal years is accurate. Such statement shall also state Gross Revenues as shown on the books and records of Concessionaire that were used to compute the Percentage Fee made to the City during the period covered by the statement.
- 6.7 Without waiving any other right of action available to the City, in the event that Concessionaire is delinquent for a period of fifteen (15) days or more in paying to the City any fees payable to the City pursuant to this Agreement, the Concessionaire shall pay to the City interest thereon at the rate of twelve percent (12%) per annum from the date such amount was due and payable until paid. Such interest shall not accrue with respect to disputed amounts being contested in good faith by Concessionaire.
- 6.8 In the event that any additional City Fee shall be determined to be rightly due and owing by any audit of Concessionaire's books and records as provided in **Article 6.5**, such amount shall forthwith be paid by the Concessionaire to the City with interest thereon at the rate of twelve percent (12%) per annum from the date such additional City Fee became due; provided, however, that the foregoing not be applied to amounts contested in good faith by Concessionaire.

Article VII.

CONCESSION OPERATIONS

- 7.1 The management, maintenance and operation of the Assigned Areas shall at all times be under the supervision and direction of an active, qualified,

competent manager who shall at all times be subject to the direction and control of the Concessionaire.

7.2 The operations of Concessionaire, its employees, agents, suppliers and contractors shall be conducted in an orderly and proper manner.

7.3 The Concessionaire agrees that its employees and contractors shall be of sufficient number so as to properly conduct the Concessionaire's operation.

Article VIII.

MAINTENANCE

8.1 The Concessionaire shall provide at its own expense such janitorial and cleaning services and supplies as may be necessary in the operation and maintenance of the Assigned Areas. The Concessionaire also agrees to keep and maintain the Assigned Areas in a clean, neat and sanitary condition, and attractive in appearance.

8.2 The Concessionaire agrees to maintain and make necessary general repairs to all of the to the improvements, fixtures and equipment placed or installed in the Assigned Areas by Concessionaire, including, without limitation, signs, showcases, displays, and telephone boards. Concessionaire agrees to keep and maintain in good condition the electrical equipment located at or on the Assigned Areas.

8.3 All repairs done by the Concessionaire or on its behalf shall be of first class quality in both materials and workmanship. All repairs shall be made in conformity with the rules and regulations prescribed from time to time by federal, state or local authority having jurisdiction over the work in the Concessionaire's Assigned Areas.

8.4 The Concessionaire shall, in a timely manner, provide for the adequate sanitary handling and removal of all trash, garbage and other refuse caused as a result of the Concessionaire's operations.

8.5 The City shall have the right to construct or install over, in, under or through the Assigned Areas new lines, pipes, mains, wires, conduits and equipment;

provided, however, that such repair, alteration, replacement or construction shall not unreasonably interfere with Concessionaire's use of the Assigned Areas. The City will repair at its sole cost, any damage to Concessionaire's property resulting from such activities.

Article IX.

COMPLIANCE

- 9.1 The Concessionaire, its officers, agents, servants, employees, contractors, and licensees shall in the carrying out of this Agreement comply with all present and future laws, ordinances, orders, directives, rules and regulations of the United States of America, the State of Texas, the County of Potter and the City of Amarillo their respective agencies, departments, authorities or commissions ("Applicable Law").
- 9.2 Except as otherwise provided herein, Concessionaire shall pay, or in good faith contest, on or before their respective due dates, to the appropriate collecting authority, all federal, state, and local taxes and fees which may be levied upon Concessionaire on account of the business being conducted by Concessionaire in the Assigned Areas. It is the expressed intent of the parties that this Agreement not be a lease and that this Agreement grant no real property rights to Concessionaire. Concessionaire's advertising displays and equipment shall not be viewed as the real property of Concessionaire. Concessionaire shall maintain in current status all federal, state, and local licenses and permits required for the operations of the business conducted by Concessionaire.
- 9.3 Concessionaire shall pay wages that are not less than the minimum wages required by law to persons employed in its operations hereunder.
- 9.4 This Agreement is governed by the laws of Texas. Any disputes relating to this Agreement shall be resolved in accordance with the laws of Texas.

Article X.

ASSIGNMENTS AND SUBAGREEMENTS

- 10.1 Concessionaire shall not assign this Agreement or allow same to be assigned by operation of law or otherwise without the prior written consent of City.

Article XI.

INSURANCE AND INDEMNIFICATION

- 11.1 CONCESSIONAIRE SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, EMPLOYEES, BOARDS AND COMMISSIONS, COMPLETELY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DEMANDS, SUITS, CLAIMS, LOSSES, FINES, OR JUDGMENTS ARISING BY REASON OF THE INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY, INCLUDING ALL REASONABLE COSTS FROM INVESTIGATION AND DEFENSE THEREOF (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES, COURT COSTS, INTEREST AND EXPERT FEES), OF ANY NATURE WHATSOEVER TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONCESSIONAIRE, ITS AGENTS, EMPLOYEES, LICENSEES, OR CONTRACTORS, AND ARISING OUT OF OR INCIDENT TO THE OPERATION OF THE FACILITY ADVERTISING PROGRAM PURSUANT TO THIS AGREEMENT BY CONCESSIONAIRE. Concessionaire shall have the right to control the defense of any such claim, suit or other action as mentioned above for which Concessionaire indemnifies the City. Neither this subsection nor any other provision in this Agreement shall create any third party rights and shall not be interpreted as a waiver by the City of any immunities or limitations on damages available to the City pursuant to Applicable Law.
- 11.2 Comprehensive Commercial General Liability The Concessionaire shall provide minimum limits of \$1,000,000 each occurrence, \$2,000,000 annual aggregate combined single limit for bodily injury and property damage

liability. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the City and shall name the City of Amarillo as an additional insured with a waiver of subrogation. The policy of insurance shall be written on an "occurrence" form.

Blanket "XCU"- Explosion, Collapse, & Underground
Independent Contractors
Care, Custody and Control
Contractual Liability

No endorsements excluding these coverages are allowed. 11.3

Umbrella/Excess Liability Concessionaire shall provide umbrella/excess liability with limits of no less than \$1,000,000 excess of Commercial General Liability, Employer's Liability and Auto Liability.

11.4 Workers' Compensation The Concessionaire shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Texas. Employer's Liability insurance shall be provided in amounts not less than \$1,000,000 per accident for bodily injury by accident; \$1,000,000 policy limit by disease; and \$1,000,000 per employee for bodily injury by disease.

In addition, a Waiver of Subrogation Endorsement shall be provided by the Concessionaire naming the City of Amarillo in said policy for Worker's Compensation Insurance. Concessionaire shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

11.5 Deductible Clause Concessionaire shall declare self-insured retention or amounts in excess of \$25,000.

11.6 All insurance carriers shall be rated B+ or better a by the A.M. Best Rating Guide.

11.7 Concessionaire agrees that all insurance policies shall provide that they will not be materially altered or canceled without thirty (30) days advance written

notice to the City. Such insurance must be primary insurance as respects any other valid and collectible insurance, self-insured retention, or deductible the City may possess, with respect to the liabilities assumed by Concessionaire under this Agreement.

Article XII.

TERMINATION BY CITY

12.1 In addition to all other remedies available to the City, this Agreement shall be subject to termination by City should any one or more of the following events occur (“Concessionaire Default”):

- a. If Concessionaire shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and on Concessionaire's part to be performed and observed and if such neglect or failure should continue for a period of thirty (30) days after receipt by Concessionaire of written notice of such neglect or failure or, if more than thirty (30) days shall be required because of the nature of the default, if Concessionaire shall fail within said thirty (30) day period to commence and thereafter diligently proceed to cure such default;
- b. If the concession rights hereby created shall be taken by execution or by other process of law;
- c. The taking by a court of competent jurisdiction of Concessionaire’s assets pursuant to proceedings under the provisions of any federal or state reorganization code or act, insofar as the enumerated remedies for license default are provided for or permitted in such code or act;
- d. If any court of competent jurisdiction shall enter a final order with respect to Concessionaire, providing for modification or alternation of the rights of creditors;
- e. If Concessionaire shall continually after notice fail to abide by any material Applicable Law;

- f. If Concessionaire shall fail to make productive use of the Assigned Areas; or,
- g. If Concessionaire shall abandon the Assigned Areas or shall discontinue the conduct of its operations in the Assigned Areas.

12.2 In the event Concessionaire shall fail to cure a Concessionaire Default within the time herein specified, the City, then, or at any time thereafter, while such breach is continuing, shall have the right, at its election, to terminate this Agreement by giving at least ten (10) days written notice to Concessionaire.

12.3 If City shall terminate this Agreement by reason of a condition of Concessionaire Default, Concessionaire shall forthwith remove its non-permanent improvements, fixtures, displays and equipment from the Assigned Areas at its own expense.

Article XIII.

FINANCIAL GUARANTEE

13.1 CONCESSIONAIRE shall be required to provide a financial guarantee in the amount of \$25,000. That financial guarantee shall be submitted or renewed no later than thirty (30) days after the twelfth (12th) month's payment hereunder.

13.2 If a financial bond is chosen as the method for complying with this Article, all financial bonds must be provided from a surety that has a rating of "A" from AM BEST, MOODY'S, OR STANDARD AND POOR'S, and is licensed to operate in the State of Texas.

13.3 The financial guarantee may be in the form of a bond, letter of credit from CONCESSIONAIRE'S banking institution or a certified cashier's check

payable without recourse to the City of Amarillo. The financial guarantee shall be subject to forfeiture in the event of failure of the CONCESSIONAIRE to fully perform the contract.

Article XIV.

TERMINATION BY CONCESSIONAIRE

- 14.1 In addition to all other remedies available to the Concessionaire, this Agreement shall be subject to termination by the Concessionaire, should any one or more of the following events occur (“City Default”):
- a. The abandonment of the Facility for longer than sixty (60) days;
 - b. The issuance of an order or injunction by any court of competent jurisdiction preventing or restraining the use of the Facility in such a manner as to substantially restrict the Concessionaire from conducting its operation of the Facility display advertising concession where such order or injunction was not caused by any act or omission of the Concessionaire; provided that such order or injunction remain in force of such injunction for at least sixty (60) days;
 - c. The breach by the City of any of the material terms, covenants, or conditions of this Agreement to be kept, performed, and observed by the City, and the failure of the City to remedy such breach, for a period of sixty (60) days after receipt of written notice from the Concessionaire of the existence of such breach;
 - d. The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Facility and its facilities in such a manner as to substantially restrict the Concessionaire from conducting its display advertising concession if such restriction be continued for a period of sixty (60) days or more;
 - e. The destruction of such a significant portion of the Facility due to fire, earthquake or any other causes not the fault of Concessionaire so as to

make continuation of the advertising concession commercially unreasonable.

- 14.2 In lieu of or in addition to other rights granted hereunder, during any of the above events of City Default, there shall be an abatement in Concessionaire's obligations, fees and charges that may otherwise be due City to the extent such obligations or Concessionaire's ability to generate advertising revenues are affected by such events.
- 14.3 In the event of City Default, Concessionaire shall then, or at any time thereafter, have the right, at its election, to terminate this Agreement by giving at least ten (10) days written notice to City. Concessionaire shall upon the passing of the ten (10) days quit and surrender the Assigned Areas and any permanent improvements, as described in **Article 5.12**, to the City. In such event, Concessionaire shall be reimbursed by the City for the undepreciated portion of its actual capital costs (including, without limitation, construction and installation costs) of the permanent and non-permanent improvements, fixtures, displays and equipment used or acquired to be used in the Assigned Areas per a ten year straight-line depreciation schedule.

Article XV.

SECURITY

- 15.1 Concessionaire agrees to observe all security requirements of TSR 1540 & 1542, and the City's security rules and regulations, as the same may be from time to time amended. Concessionaire shall take such steps as may be necessary or directed by the City to ensure that its employees, agents and contractors observe these requirements.

Article XV.

FIRE AND OTHER DAMAGE

- 16.1 In the event that structural or permanent portions of the Assigned Areas shall be partially damaged by fire or other casualty not the fault of Concessionaire,

the Concessionaire shall give immediate notice after discovery thereof to the City and the same shall be repaired at the expense of the City without unreasonable delay unless City determines that the damage is so extensive that repair or rebuilding is not feasible. From the date of such casualty until such area is so repaired (including if such area is not repaired), any fee payments otherwise due hereunder shall abate in amounts proportional to the loss of available advertising space; provided, however, that if an area shall be so slightly injured in any such casualty as not to be rendered unfit for normal usage, the fees related thereto shall not cease or be abated during any repair period. In the event of the area being damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of the City not to rebuild the same, then, at the option of the City or Concessionaire, and upon thirty (30) days written notice to the other, this Agreement as it applies to said area shall cease and come to an end, and the fees payable to the City shall be proportionally adjusted to represent the loss of the use of the area to Concessionaire. If the City elects to rebuild said areas, the City shall notify Concessionaire of such intention within thirty (30) days of the date of the damage.

Article XVII.

AMENDMENT

- 17.1 This Agreement constitutes the entire agreement between the parties. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

Article XVIII.

APPROVALS

- 18.1 Whenever this Agreement calls for approval by the City, such approval shall be evidenced by the written approval of the Airport Director or her designee.

Article XIX.

ENVIRONMENTAL PROTECTION

- 19.1 Concessionaire agrees to comply in the performance of this Agreement with all applicable environmental laws, statutes, ordinances, regulations and orders, including all rules and regulations adopted by City relating to protection of the environment.

Article XX.

GENERAL PROVISIONS

- 20.1 Federal Aviation Act, Section 308 — Nothing herein contained shall be deemed to grant the Concessionaire any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act. Without derogation to the Act and subject to the terms and provisions hereof, the Concessionaire shall have the sole right to use the Assigned Areas for advertising purposes under the provisions of this Agreement.
- 20.2 Subordination to Agreements With the United States Government — This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the City and the United States Government relative to the operation or maintenance of the Facility, the execution of which has been required as a condition precedent to the transfer of federal rights or property to the City for City purposes, or the expenditure of federal funds for the improvement or development of the City, including the expenditure of federal funds for the development of the Facility in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. The City represents that it has no existing agreements with the United States Government in conflict with the express

provisions hereof and covenants that it will not enter into any such agreements with the U.S. Government which would frustrate the purposes of this Agreement.

20.3 Nonwaiver of Rights — No failure by either party to strictly enforce any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

20.4 Notices — All notices, requests and other communications under this Agreement shall be effectively given only if in writing and sent by United States registered or certified mail, return receipt requested, postage prepaid, or by nationally recognized and receipted overnight courier service (e.g. FedEx, DHL or Airborne Express) guaranteeing next business day delivery, addressed as follows:

If to City:

ATTENTION:
Sara Freese, AAE
Director of Aviation
Rick Husband Amarillo International Airport
10801 Airport Blvd
Amarillo, TX 79111-1211
(806) 335-1671
sara.freese@amarillo.gov

If to Concessionaire:

ATTENTION:
Diane McIver, President
U.S. Enterprises, Inc.
225 Corey Center
Atlanta, GA 30312
Phone: 404-419-9728
dmciver@coreycompanies.com

or to such other addresses of which City or Concessionaire shall have provided notice as herein provided.

- 20.5 Captions — The headings of the several articles of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
- 20.6 Severability — If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, the parties hereto agree that the remaining portions of this Agreement or portions thereof shall not be affected thereby, and such remaining provisions or portions thereof shall remain in full force and effect.
- 20.7 Right to Develop Facility — The City reserves the right to engage in further major development and improvement to the Facility as it may see fit, regardless of the desires or view of the Concessionaire and without interference or hindrance.
- 20.8 Nonliability of Officers and Employees — No member, director or officer of any City board or commission or its sponsoring authority, nor any officer, director, employee, elected or appointed official of the City or its sponsoring authority, and no officer, director, employee or agent of Concessionaire, shall be charged personally or held personally contractually liable by or to the other due to any breach of this Agreement or relating to the execution of this Agreement.
- 20.9 Successors and Assigns Bound — This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- 20.10 Right to Amend — In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Facility, or

otherwise, the Concessionaire agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

20.11 Force Majeure — Neither the City nor the Concessionaire shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not within its control.

20.12 Right of Relocation/Removal — The City reserves the general right to relocate or delete portions of the Assigned Area in accordance with the terms of this Agreement. Notice of such required relocation or removal shall be provided to Concessionaire in writing from the City no less than sixty (60) days prior to such requirement. Costs incurred by Concessionaire relating to any City-ordered removal or relocation of an Assigned Area prior to the expiration or earlier termination of this Agreement shall be deducted by Concessionaire from subsequent City Fee payments. In addition to the above, where an Assigned Area is being removed or relocated, any refunds or credits granted to affected advertisers resulting therefrom shall be deducted from the calculation of Gross Revenues.

Article XXI.

DISADVANTAGED BUSINESS ENTERPRISE AND NONDISCRIMINATION

21.1 Concessionaire agrees to submit all information necessary for the City to determine the eligibility of an individual or firm for certification as a Disadvantaged Business Enterprise, or a regional or local suboperator. Concessionaire agrees that it will comply with the City's Disadvantaged Business Enterprise Program, which Program shall be in accordance with 49 CFR Part 23 and shall apply to Concessionaire as a "City Concessionaire."

Concessionaire agrees that participation by Disadvantaged Business Enterprises will be in accordance with the goals and objectives of the City's Program.

- 21.2 Nondiscrimination — The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E.

Article XXII.

ENTIRE AGREEMENT

- 22.1 The parties hereto understand and agree that this instrument contains the entire agreement between the parties hereto. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth. No claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.
- 22.2 The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.
- 22.3 The parties hereto acknowledge that they have thoroughly read and understand this Agreement, including any exhibits or attachments hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the date and year first above written.



Amarillo City Council Agenda Transmittal Memo



Meeting Date	June 28, 2016	Council Priority	Infrastructure Initiative
---------------------	---------------	-------------------------	---------------------------

Department	Capital Projects & Development Engineering
-------------------	--

Agenda Caption

Award – 2015/2016 Microsurfacing of Various Streets

Viking Construction, Inc. - \$264,249.50

This item is to award the contract for the 2015/2016 Microsurfacing of Various Streets. Funding for this project was approved in the 2015/2016 Capital Improvement Program.

Agenda Item Summary

Award of Contract for the 2015/2016 2015/2016 Microsurfacing of Various Streets.

Requested Action

Consider approval and award to Viking Construction, Inc. Bid \$264,249.50

Funding Summary

Funding for this project is available in the Project Budget Job # 420057.

Community Engagement Summary

This project will have a modest impact to the community. City staff will continually update the public with press releases and public announcements through social media before and during the project.

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 5441 2015/2016 Microsurfacing of Various Streets
 Opened 4:00 p.m., June 9, 2016

To be awarded as one lot	Viking Construction Inc	Intermountain Slurry Seal Inc
Line 1 Six inch (6") 3000 psi Concrete curb and gutter, minimum 3000 psi at 28 days, as detailed on plans, (COA 4.09) complete, per specifications		
20 Lin Ft		
Unit Price	\$50.000	\$250.00
Extended Price	1,000.00	5,000.00
Line 2 Remove and replace existing asphaltic concrete pavement and base course adjacent to concrete flatwork and curb and gutter (typical two feet (2') wide or as noted on plans) as necessary, including saw cuts, installed, (COA 4.13) complete, per specifications		
20 Sq Yd		
Unit Price	\$100.000	\$300.00
Extended Price	2,000.00	6,000.00
Line 3 Furnish, haul, prepare and place microsurfacing system, (COA 4.22) complete, per specifications		
71,557 Sq Yd		
Unit Price	\$3.500	\$3.58
Extended Price	250,449.50	256,174.06
Line 4 Furnish, install, and maintain Traffic control Plan, (COA 9.04) complete, per specifications		
1 Lump Sum		
Unit Price	\$3,000.000	\$25,000.00
Extended Price	3,000.00	25,000.00

To be awarded as one lot	Viking Construction Inc	Intermountain Slurry Seal Inc
Line5 Mobilization/Demobilization including Insurance, Payment Bond, Performance Bond, Maintenance Bond, and related Ancillary costs. (Shall not exceed three percent (3%) of the Total Construction cost)(COA 10.01), per specifications		
1 Lump Sum		
Unit Price	\$7,800.000	\$8,500.00
Extended Price	7,800.00	8,500.00
Bid Total	264,249.50	300,674.06
Awarded to Vendor	264,249.50	

CITY OF AMARILLO TEXAS

CAPITAL PROJECTS &
DEVELOPMENT ENGINEERING

PLANS OF PROPOSED 2015/2016 MICROSURFACING OF VARIOUS STREETS

JOB NO. 420057

DESCRIPTION:
Microsurface Application on
Multiple Roadways in the Downtown Area



JUNE 09, 2016

BID OPENING

BID # 5441

Amarillo City Council Agenda Transmittal Memo



Meeting Date	June 28, 2016	Council Priority	Infrastructure Initiative
---------------------	---------------	-------------------------	---------------------------

Department	Capital Projects & Development Engineering
-------------------	--

Agenda Caption

Award –Solid Waste Transfer Station Concrete Floor Removal and Replacement :
Anchor Builders Base Bid \$81,791.55

This item is to award the base bid contract for the Solid Waste Transfer Station Concrete Floor Removal and Replacement. Funding for this project was approved in the Capital Improvement Project Budget for the Capital Projects & Development Engineering Department.

Agenda Item Summary

Award of Base Bid Contract for the Solid Waste Transfer Station Concrete Floor Removal and Replacement

Requested Action

Consider approval and award to Anchor Builders \$81,791.55

Funding Summary

Funding for this project is available in the Project Budget Job # 430050

Community Engagement Summary

This project will have no impact to the community.

Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 5415 Solid Waste Transfer Station Concrete Floor Removal and Replacement
 Opened 4:00 p.m., May 26, 2016

To be awarded as one lot	Anchor Builders	Tri-State General Contracting Group Inc
Base Bid for Job # 430050		
Line 1 Concrete Slab removal including walks, drives, valleys, etc and saw cuts		
9,190 Sq Ft		
Unit Price	\$2.900	\$3.40
Extended Price	26,651.00	31,246.00
Line 2 Eight inch (8") concrete flatwork with #4 steel reinforcing bars, 12" O.C.		
9,190 Sq Ft		
Unit Price	\$6.000	\$12.00
Extended Price	55,140.00	110,280.00
Line 3 Mobilization / Demobilization including insurance, payment bond,		
1 Lump Sum		
Unit Price	\$0.450	\$6,800.00
Extended Price	0.45	6,800.00
Line 4 Level-up course of Epoxy Mortar up to three (3") inches thick at the		
1	1	
Unit Price	\$0.100	\$3,100.00
Extended Price	0.10	3,100.00
Base Bid Total	81,791.55	151,426.00

To be awarded as one lot	Anchor Builders	Tri-State General Contracting Group Inc	
Alternate Bid for Job # 430050			
Line 1 Concrete slab removal including walks, drives, valleys, etc and saw cuts			
7,280 Sq Ft			
Unit Price	\$2.900	\$3.40	
Extended Price		21,112.00	24,752.00
Line 2 Eight inch (8") concrete flatwork with #4 steel reinforcing bars, 12" O>C>			
7,280 Sq Ft			
Unit Price	\$6.000	\$12.50	
Extended Price		43,680.00	91,000.00
Line 3 Mobilization / Demobilization including insurance, payment bond,			
1 Lump Sum			
Unit Price	\$0.100	\$5,700.00	
Extended Price		0.10	5,700.00
Alternate Bid Total		64,792.10	121,452.00
Awarded Base Bid to Vendor		81,791.55	

Amarillo City Council Agenda Transmittal Memo



I

Meeting Date	June 28, 2016	Council Priority	N/A
---------------------	---------------	-------------------------	-----

Department	Information Technology
-------------------	------------------------

Agenda Caption

Approval – Interlocal Agreement – Potter County Fiber Optic Cable:

This item is the approval of an Interlocal Agreement between the City of Amarillo and Potter County, granting the City the right to utilize County-owned fiber that is to be constructed between the Santa Fe building located at 900 S. Polk and the Potter County Detention Center located at 13100 N.E. 29th Ave. Under the agreement the City will pay the County \$1,500 per month, representing a total sum of \$360,000 over a term of 20 years.

Agenda Item Summary

Potter County is constructing a disaster recovery site at their detention center, which is in proximity to Rick Husband Amarillo International Airport. This agreement will grant the City access to excess capacity on the County's fiber optic line, which they are constructing to connect their downtown offices to the detention center. The City's access to the fiber will provide a future avenue for high speed network connectivity for City departments located East of City Hall. Most notably this includes the Airport, Service Center, Animal Management and Welfare, and the Osage Water Treatment Plant.

Requested Action

Approval of the Interlocal Agreement.

Funding Summary

Funding is available in Information Technology account 62110.61100. The available funding is the result of savings realized from recently renegotiated Internet contracts.

Community Engagement Summary

N/A

Staff Recommendation

Information Technology staff recommend approval of the agreement.

INTERLOCAL AGREEMENT BETWEEN
POTTER COUNTY, TEXAS
AND
THE CITY OF AMARILLO, TEXAS
(Fiber Optic Cabling)

This Agreement is made between POTTER COUNTY, TEXAS (hereafter, "County") and the CITY OF AMARILLO, TEXAS (hereafter, "City"). 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, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

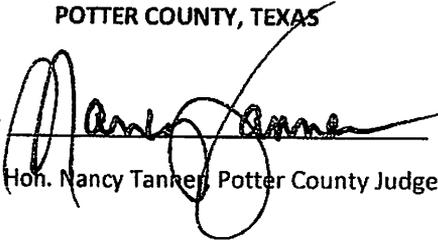
1. **Entity.** Each party is a local government within the State of Texas.
2. **Public Benefit and Purpose.** The respective governing body of each part finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function which is the subject matter of this Agreement; and, that the division of cost fairly compensates the performing party under this Agreement; and, the performance of this Agreement is in the common interest of both parties.
3. **Current Revenues.** Both the party promising to perform and the party paying for the performance shall, respectively, render performance and make payment from then-current revenues legally available to each party.
4. **County Obligation.** County now promised to perform and provide to City certain access to fiber optic cabling and collocation facilities in accordance with Exhibit A.
5. **City Obligation.** City 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 state therein, (c) including timely payment.
6. **Effective Date and Term; Renewal.**
 - a. This Agreement shall become effective on the first day after it has received approval of both governing bodies. The twenty (20) years period of use on shall commence on the first date the fiber optic cabling becomes available for City use.
 - b. This Agreement may be terminated at any time prior to its expiration by mutual agreement of the Parties. However, after the fiber optic cabling becomes available for City use, neither party may unilaterally cancel this Agreement until the fifteenth (15th) year after use begins. After that period, either Party may terminate the Agreement upon giving two (2) years prior written notice to the other Party.
 - c. At the end of the 20th year of the initial term, the parties may negotiate to extend the Agreement for a mutually acceptable additional term of years and consideration.

7. **Exhibit Incorporated.** The provisions of Exhibit A are incorporated herein by this reference as though stated herein verbatim.
8. **Delegated Authority.** 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. with regard to the matters contained in Exhibit A, in order 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, and are allowed by the laws applicable to the entity acting.
9. **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.
10. **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.
11. **Contacts.** The point of contact for each Party shall be as specified in Exhibit A.
12. **No Joint Venture or Third Party Beneficiary.** Nothing herein shall be deemed to create a joint venture. This Agreement has no third-party beneficiaries.
13. **Severance and 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.
14. **Amendments.** This Agreement, including Exhibit A and any other attachment, 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 provision of this Agreement. This Agreement, including Exhibit A and any other attachment, may be amended or modified only 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.

POTTER COUNTY, TEXAS

By:


Hoh. Nancy Tanner, Potter County Judge

Date:

5-23-16

CITY OF AMARILLO, TEXAS

By: _____

Bob Cowell, Deputy City Manager

Date: _____

EXHIBIT A – Shared Access to Fiber Optic Cabling

The purpose of this Exhibit A and the Interlocal Agreement (Agreement) to which it is attached is to state the terms, conditions, and consideration by which Potter County (COUNTY) will share its fiber optic cabling with the City of Amarillo (CITY) for data and voice communications necessary for the performance of governmental functions for a specified term of years, and by which the City of Amarillo will pay installments for such shared access to the fiber optic cabling, as more fully described herein. To the extent of any conflict between the Interlocal Agreement and this Exhibit A, this exhibit controls.

1. **Shared Access to Fiber Optic Cabling.**

- (a) COUNTY is planning to construct a fiber optic network between the Santa Fe building located at 900 South Polk, Amarillo, Texas, 79101 and the Potter County Detention Center located at 13100 N.E. 29th Avenue, Amarillo, Texas, 79111. Because the routing of this fiber network is also convenient to several CITY facilities, the parties now agree to share access to such cabling as provided in this Agreement. Beginning on the day that the fiber network construction is completed, CITY shall have exclusive access to and the use of forty-eight (48) strands of fiber consisting of four (4) buffer tubes of twelve (12) strands of fiber each.
- (b) CITY shall bear all construction costs deemed necessary to connect COUNTY's fiber network to CITY's facilities.
- (c) The process for connecting to the fiber network shall be as follows:
 - a. Any connection points made to the fiber network shall be made in the form of splices into service loops at existing COUNTY-owned hand-holes/vaults. CITY shall install, at its own expense, hand-holes/cabling vaults adjacent to COUNTY hand-holes/vaults. All connections made to the fiber network shall happen in CITY-owned hand-holes/vaults.
 - b. CITY shall inform COUNTY a minimum of ten (10) days' notice in writing when there will be new connection points made to the fiber network.
 - c. In the event that, during a construction/splicing event that there are outages caused by CITY or CITY's contractors, CITY is solely responsible for restoration of service and repair to COUNTY's fiber network.

2. **Consideration.** For and in consideration for this Agreement, CITY agrees to pay and COUNTY agrees to accept \$360,000.00 as full and final consideration for the Term of this Agreement. This sum is payable and due as follows:

- \$1,500.00 upon the 1st day of each month, beginning with the completion of construction of the fiber network project as determined by Final Acceptance of Potter County

3. **No Subleasing, Assignment, Etc.** CITY has no right to assign, sublease, collateralize, pledge, or otherwise delegate or encumber this Agreement, the rights granted by it, or the performance of this Agreement.

4. **Allocation of Risk Between the Parties.** Whereas CITY has no command or control over the COUNTY's employees or agents, or the design, operation, and maintenance of the fiber optic network, COUNTY accepts all liability, risk, and legal responsibility that arises out of or relates to torts, civil rights, and other causes of action, damages, attorney fees, and costs arising out of acts or omissions regarding the design, construction, operation, and maintenance of the fiber optic network.

Whereas COUNTY has no command or control over CITY's employees, officials, or agents who might use the fiber optic network, CITY accepts all liability, risk, and legal responsibility that arises out of or relates to torts, civil rights, other causes of action, damages, attorney fees, and costs arising out of acts or omissions regard use of the fiber network by CITY employees, officials, and agents.

5. **Contacts.** The point of contact for each party is:

For the County:	Jason Patrick	For the City:	Rich Gagnon
	IT Director		IT Director
	900 S. Polk, Ste. 626		509 S.E. 7 th Ave.
	Amarillo, TX 79101		Amarillo, TX 79101
	(806) 349-4853		(806) 378-3071

Amarillo City Council Agenda Transmittal Memo



J

Meeting Date	06/28/2016	Council Priority	Infrastructure
--------------	------------	------------------	----------------

Department	Aviation
------------	----------

Agenda Caption

Approval of State of Texas, Department of Transportation RAMP Grant, TxDOT CSJ No.: M1604AMARI, Rick Husband Amarillo International Airport.

Agenda Item Summary

Approval of Routine Airport Maintenance Program (RAMP) Grant from TxDOT. This Grant matches funds up to \$50,000 for the general approved maintenance at non-hub primary airports.

Requested Action

Approve State of Texas, Department of Transportation RAMP Grant, TxDOT CSJ No.: M1604AMRI

Funding Summary

Current projects have been identified and budgeted through FY15/16 budget. Project include runway rubber removal and ramp striping (painting) for lead in lines at jet bridges to accommodate larger aircraft.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends the approval of TxDOT CSJ No. M1604AMARI.



10801 Airport Boulevard
Tel: (806) 335-1671

Amarillo, TX 79111-1211
Fax (806) 335-1672

TO: Bob Cowell, Jr.
Deputy City Manager

FROM: Sara Freese, AAE 
Director of Aviation

REFERENCE: State of Texas, Department of Transportation
RAMP Grant, TxDOT CSJ No.: M1604AMRI

DATE: June 13, 2016

The Airport is in receipt of a grant application from Texas Department of Transportation. The Airport is eligible for the grant due to its classification of a non-hub primary airport. The scope of the grant is to aid airports in funding needed operation/maintenance tasks throughout the year.

Two projects have been identified for this grant. The first project is rubber removal on airport runways. The second project is the re-striping of the 't' lines at each jet bridge in order to accommodate larger aircraft as all 6 jet bridges.

The grant will pay 50% of approved services, up to \$50,000. Initial estimates show that the airport will request approximately \$20,000 from TxDOT.

Your consideration and prompt placement on City Council Agenda for approval of this grant will be appreciated.

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT CSJ No.: M1604AMRI

Part I - Identification of the Project

TO: The City of Amarillo, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Amarillo, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the Rick Husband Amarillo International Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2016, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
 - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
 - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and

- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and
 - j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
 - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
 - l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the

project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these

remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Amarillo, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20__.

The City of Amarillo, Texas
Sponsor

Witness Signature

Sponsor Signature

Witness Title

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the City of Amarillo, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20__.

Witness Signature

Attorney's Signature

Witness Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

**Attachment A
Scope of Services
TxDOT CSJ No.:M1604AMRI**

Eligible Scope Item:	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$100,000.00	\$50,000.00	\$50,000.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
Special Project	\$0.00	\$0.00	\$0.00
TOTAL	\$100,000.00	\$50,000.00	\$50,000.00

Accepted by: The City of Amarillo, Texas

Signature

Title: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M1604AMRI

The City of Amarillo does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

The City of Amarillo, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

Certification of State Single Audit Requirements

I, _____, do certify that the City of Amarillo will comply with all
(Designated Representative)
requirements of the State of Texas Single Audit Act if the City of Amarillo spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Amarillo will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M1604AMRI

The City of Amarillo designates, _____
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

The City of Amarillo, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____



AVIATION DIVISION
125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4510

March 1, 2016

Ms. Sara Freese, AAE
Director of Aviation
The City of Amarillo
P.O. Box 1971
Amarillo, Texas 79105

TxDOT CSJ No.: M1604AMRI
Fund Source:

Dear Ms. Freese:

A FY2016 Routine Airport Maintenance Grant is enclosed for the Rick Husband Amarillo International Airport.

The TxDOT CSJ No. M1604AMRI grant for airport maintenance between the City of Amarillo, as airport sponsor, and the Texas Department of Transportation is attached as an Adobe Acrobat document.

An airport General Maintenance description has been included on Attachment-A Scope of Services so that grant funds can be used for these types of items without having to amend the grant as projects come up. Amendments can be done at your request any time after execution to add special projects.

Please print out the grant and however many additional copies the City of Amarillo may need for retained paper records and execute the Agreement, complete the Certifications, and return the accepted grant as soon as possible. It will be necessary for your attorney to endorse your acceptance of the Agreement to assure that it has been accepted in accordance with local laws. The Grant Agreement and Certifications should have original signatures for acceptance.

TxDOT will be retaining the grant file electronically and will not retain a paper record copy of your executed grant.

If you do not need a paper copy of the executed grant returned to you, please scan the fully signed and witnessed grant document and e-mail it to me at megan.caffall@txdot.gov. I will have the grant executed by the state and return an electronic copy of the executed grant to you by e-mail.

Ms. Sara Freese, AAE
Page 2

If you need a paper copy(ies) of the executed grant, please return all copies of the fully signed and witnessed documents to:

Mailing Address - TxDOT Aviation Division
125 E. 11th Street
Austin, Texas 78701-2483.

Overnight Address - TxDOT Aviation Division
200 E. Riverside Drive
Austin TX 78704

If you have any questions, or need additional information please contact me at 1-800-687-4568 or megan.caffall@txdot.gov. The Texas Department of Transportation Aviation Division appreciates your participation in preserving and improving the Texas Airport System, and looks forward to working with you at the Rick Husband Amarillo International Airport.

Sincerely,



Megan Caffall
RAMP Program Manager

cc:
Enclosures



10801 Airport Boulevard
Tel: (806) 335-1671

Amarillo, TX 79111-1211
Fax (806) 335-1672

TO: Bob Cowell, Jr.
Deputy City Manager

FROM: Sara Freese, AAE 
Director of Aviation

REFERENCE: State of Texas, Department of Transportation
RAMP Grant, TxDOT CSJ No.: M1604AMRI

DATE: June 13, 2016

The Airport is in receipt of a grant application from Texas Department of Transportation. The Airport is eligible for the grant due to its classification of a non-hub primary airport. The scope of the grant is to aid airports in funding needed operation/maintenance tasks throughout the year.

Two projects have been identified for this grant. The first project is rubber removal on airport runways. The second project is the re-striping of the 't' lines at each jet bridge in order to accommodate larger aircraft as all 6 jet bridges.

The grant will pay 50% of approved services, up to \$50,000. Initial estimates show that the airport will request approximately \$20,000 from TxDOT.

Your consideration and prompt placement on City Council Agenda for approval of this grant will be appreciated.

Amarillo City Council Agenda Transmittal Memo



Meeting Date	June 28, 2016	Council Priority	
Department	Finance		

Agenda Caption

Approval – Event Support Contract for the 2016 World Championship Ranch Rodeo
This item awards the Event Support Contract as required for the City’s participation with the State of Texas Special Event Trust Funds. The City of Amarillo participates with the Amarillo Chamber of Commerce Convention and Visitors Council and the Working Ranch Cowboys Association in the program.

Agenda Item Summary

Requested Action

Council consideration and approval of the contract.

Funding Summary

N/A

Community Engagement Summary

The City partners with Working Ranch Cowboys Association and the Amarillo Chamber of Commerce Convention and Visitors Council to host this event.

Staff Recommendation

Staff recommendation is to approve contract.

EVENT SUPPORT CONTRACT FOR 2016 WORLD CHAMPIONSHIP RANCH RODEO

WHEREAS, the Working Ranch Cowboys Association has selected Amarillo, Texas as the site for its 2016 World Championship Ranch Rodeo, despite enticements to take that event to another state; and,

WHEREAS, that event has been approved and certified by the State of Texas Comptroller of Public Accounts as eligible for Special Event Trust Funds (hereafter, "Trust Fund") pursuant to Tex. Rev. Civ. Stat., Art. 5190.14, Sec. 5C (hereafter, "Sec. 5C");

NOW THEREFORE, the parties execute this Contract for and in consideration of the promises contained herein and to comply with Sec. 5C:

Commitments.

1. The Site Selection Organization, Working Ranch Cowboys Association (hereafter "WRCA"), agrees to hold the 2016 World Championship Ranch Rodeo (hereafter, "Event") in Amarillo, Texas from **November 10 to November 13, 2016**.
2. The Endorsing Municipality, City of Amarillo together with the Amarillo Convention and Visitors Council (hereafter collectively, "City") agree to reimburse the WRCA for (i) the cost to acquire facilities for the Event; (ii) the cost of conducting the Event; and/or (ii) the cost of preparations necessary or desirable for the conduct of the Event. These costs are intended to include, but not be limited to the following:
 - a. Hosting Fees and Rental of the Amarillo Civic Center Complex (includes but is not limited to, arena and all public concourses, exhibit halls, meeting rooms, auditorium, parking lots, and ticket office).
 - b. Set up/take down; dirt preparation and maintenance, lighting, HVAC, temporary animal stalls, ice removal and reinstallation for hockey, livestock, vehicle rental and equipment rental.
 - c. Personnel, including but not limited to police, stagehands, temporary labor, ushers, ticket takers, emergency medical technicians, security, and rodeo personnel; embroidery and dry cleaning; catering; prizes; advertising; marketing materials and signs; entertainment, audio/visual equipment; other services and personnel needed to produce the World Championship Ranch Rodeo.
 - d. Improvements and facilities renovations.
3. The reimbursements described in Paragraph 2 above are limited to the maximum amount available from and approved for eventual distribution from the Trust Fund established for the Event. Under no circumstance shall the City be obligated for more than that maximum sum from the Trust Fund, when and if received from the Trust Fund.

Procedure.

1. City will perform the duties of fiscal agent and administrator.
2. The party seeking reimbursement shall, within 90 days after the last day of the Event, submit to City (to the attention of: Ms. Michelle Bonner) a copy of each lease, invoice, receipt, and any other documentation requested by City, along with proof of payment (cancelled check or affidavit), and a description of how the expense pertains to the Event and qualifies, per paragraph 2 *Commitments above*, for reimbursement in accordance with this Contract and the laws and regulations applicable to the Trust Fund.

3. City will review such documentation to determine eligibility for reimbursement from the Trust Fund.
4. City will submit its local share (per Section 5C) to the State Comptroller no later than 90 days after the Event.
5. City shall submit eligible requests for disbursement from the Event Trust Fund to the State Comptroller no later than the 180th day after the last day of the Event. Event receipts that are ineligible per Sec. 5C, incomplete, or submitted to City after 90 days following the last day of the Event will not be submitted to the Texas Comptroller's Office for reimbursement. The parties agree that that reimbursement from the Trust Fund shall be on a pro rata basis in accordance with Section 5C.
6. Upon receipt of the Comptroller's disbursement from the Trust Fund, City shall reimburse the WRCA up to the amount of the Comptroller's disbursement. If the City is reimbursed by the Trust Fund for the local tax revenue associated with the Event separate from the payment described in the sentence just above, then City shall pay that sum to the WRCA, up to the amount of that reimbursement.

General Terms.

1. Each party agrees to fully cooperate with the other. WCRA must provide records and information necessary for the City to comply with its obligation under Sec. 5C to document attendance and the economic impact of the Event.
2. Should any portion or aspect of this Contract be determined by a court of competent jurisdiction or the Comptroller's office, to be invalid, then such invalidity shall not affect any other part or severable portion(s) of this Contract, it being the intent of the parties to obtain the maximum benefit possible from the remaining unaffected portion(s).
3. This Contract is made subject to the laws of the State of Texas.
4. Each signatory represents that he/she is duly authorized to execute this Contract on behalf of and to bind the party for which he/she signs.
5. This Contract may only be modified or amended upon mutual written agreement of all of the parties.
6. This agreement is effective upon the date of latest signature.

CITY OF AMARILLO, TEXAS

By: _____
Michelle Bonner, Assistant City Manager

Date: _____

ATTEST:

By: _____
Frances Hibbs, City Secretary

**AMARILLO CHAMBER OF COMMERCE
dba/ AMARILLO CONVENTION & VISITORS COUNCIL**

By: _____
Dan Quandt, Vice President

Date: _____

WORKING RANCH COWBOYS ASSOCIATION

By: _____
Amanda Morton, Manager

Date: _____

2


**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF PLANO, TEXAS AND THE CITY OF AMARILLO, TEXAS
FOR INTERIM POLICE CHIEF**

THIS AGREEMENT, (the “Agreement”), is made and entered into by and between the City of Plano, Texas a home-rule municipal corporation located in Collin and Denton Counties, Texas (hereinafter referred to as “Plano”) and the City of Amarillo, Texas, a home-rule municipal corporation located in Potter and Randall Counties, Texas (hereinafter referred to as “Amarillo”)

WHEREAS, this Agreement is being entered into pursuant to the Interlocal Cooperation Act, V.T.C.A., Government Code, Section 791.001, et seq. (the “Act”); and

WHEREAS, Plano and Amarillo are both local governments as defined by Section 791.003(a) of the Act engaged in the provision of governmental functions and services to their citizens; and

WHEREAS, Amarillo’s Police Chief, Robert Taylor, is retiring June 30, 2016. Amarillo desires to have an Interim Police Chief while it conducts a search to hire a full-time Police Chief and has requested Plano to allow Assistant Chief Ed Drain (hereinafter referred to as “Chief Drain”) to serve as Interim Police Chief for the City of Amarillo in return for compensation for services rendered; and

WHEREAS, Amarillo has current revenues available to satisfy the fees and/or expenses incurred pursuant to this Agreement; and

WHEREAS, Plano and Amarillo mutually desire to be subject to the provisions of V.T.C.A. Government Code §791.001, et. seq., the Interlocal Cooperation Act, and other applicable sections, statutes and contracts pursuant thereto;

NOW THEREFORE, for mutual consideration hereinafter stated, Plano and Amarillo agree as follows:

**I.
TERM AND TERMINATION**

This Agreement shall be week-to-week and commence on or after July 1, 2016, and shall automatically renew each week unless terminated sooner by any one or more of the following terms:

- A. This Agreement may be terminated by either party for any reason or no reason by giving at least fourteen (14) days written notice to the other party.
- B. Amarillo may terminate this Agreement immediately and without notice upon the conviction of Chief Drain in any felony, or of any misdemeanor involving theft, or the failure of Chief Drain to diligently or properly perform Chief Drain’s duties under this Agreement.

**II.
OPERATING STANDARDS**

Chief Drain will determine the method, details, and means of performing Interim Police Chief Services under this Agreement to the satisfaction of Amarillo and under Amarillo's direct oversight. Plano and Amarillo mutually agree to fully adhere to all ethical and other operating standards, practices, and policies of Amarillo, as defined from time to time by Amarillo.

**III.
COMPENSATION FOR SERVICES**

Amarillo shall compensate Plano under this Agreement at a rate of \$87.00 per hour for hours worked by Chief Drain. Chief Drain will continue to draw the current salary being received by Plano. Chief Drain will not be on paid leave from Plano during this assignment, nor will this assignment create a vacancy at the Plano Police Department. Chief Drain will typically work five (5) days per week, forty (40) hours per week, unless otherwise authorized by Amarillo. Any hours worked in excess of forty (40) hours per week, will be paid at the standard contract rate of \$87.00 per hour. Plano is only paid for hours worked by Chief Drain and is not paid for Chief Drain's commute time, holidays, or any type of leave (vacation, sick, personal, etc.) that Chief Drain may take.

Chief Drain will submit a weekly time sheet to Amarillo for payment of services performed for Amarillo. The time sheet must be submitted no later than Monday each week for hours worked the preceding week. Amarillo will pay Plano within fourteen (14) days of each submittal by Chief Drain.

**IV.
CONTRACTUAL RELATIONSHIP ONLY**

In performing services under this Agreement, Plano and/or Chief Drain will not be considered employee, agent, or servant of Amarillo, and Amarillo shall have no obligation to withhold federal income taxes, FICA taxes, or otherwise. Plano and Chief Drain will be solely responsible for compliance with any tax requirements, including without limitation, federal income tax and FICA taxes. None of the benefits provided by Amarillo to full-time employees shall be made available to Plano or Chief Drain under this Agreement. Amarillo and Plano acknowledge and agree that each will solely be responsible for its actions and those acts of its employees, including acts of omission, taken in connection with the performance of this Agreement. Neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party. Neither Plano nor Chief Drain shall have any right to obligate Amarillo to make any payments or provide any consideration to any person or organization.

**V.
COMPLIANCE WITH LAW**

Plano and Chief Drain shall abide by and comply with all laws, federal, state and local, including all ordinances, rules and regulations of Amarillo. It is agreed and understood that, if Amarillo calls to the attention of Plano and Chief Drain any such violation on the part of Plano and/or Chief Drain that Plano and/or Chief Drain shall immediately desist from and correct such violation.

**VI.
NON-DISCRIMINATION**

In the execution, performance, or attempted performance of this Agreement, Plano and Chief Drain will not discriminate against any person or persons because of disability, age, familial status, sex, race, religion, color, national origin, or sexual orientation.

**VII.
GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the state of Texas. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, or attempted performance of this Agreement, venue for said action shall lie in Collin County, Texas.

**VIII.
DISCLOSURE OF CONFLICTS**

Plano hereby warrants to Amarillo that Plano has made full disclosure in writing of any existing or potential conflicts of interest related to Chief Drain's provision of the services. In the event that any conflicts of interest arise after the execution of this Agreement, Plano hereby agrees to make full disclosure to Amarillo in writing immediately upon learning of such conflict.

Chief Drain will not accept other employment or consulting work during the term of this Agreement without prior written consent of Amarillo.

**IX.
INDEMNIFICATION**

Each party does hereby agree to waive all claims against, release, and hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss

of, damage to, or loss of use of any property arising out of or in connection with this contract.

To the extent allowed by law, Amarillo does hereby agree to defend, hold harmless, and indemnify the designated Interim Police Chief, Plano, and its respective officers, agents and employees, from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against them as a result of action taken in the Interim's individual or official capacity as a contractor and as Interim Police Chief, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Interim Police Chief as a contractor of Amarillo acting within the course and scope of the Interim Police Chief's assignment with Amarillo, excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for those claims or any causes of action where it is determined that the Interim Police Chief committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting negligence, or acted in bad faith. In the case of such indemnified demand, claim, suit, action, or judgment, the selection of the Interim Police Chief's legal counsel shall be with the mutual agreement of the Interim Police Chief and Amarillo if such legal counsel is not also Amarillo's legal counsel. The provisions of this paragraph shall survive the termination, expiration, or other end of this Agreement and/or the Interim Police Chief's assignment with Amarillo.

X.

NO THIRD PARTY BENEFICIARIES; NO JOINT VENTURE

This Agreement has no third-party beneficiaries. This Agreement shall not be deemed to create, and does not create, a joint venture.

XI.

ENTIRE AGREEMENT

This Agreement represents the full and complete agreement between Amarillo and Plano and supersedes all prior written or verbal agreements. This Agreement may be modified or amended only by a written instrument signed by the parties.

XII.

NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the parties named below:

PLANO

Bruce D. Glasscock
City Manager
City of Plano

AMARILLO

Terry L. Childers
Interim City Manager
City of Amarillo

P. O. Box 860358
Plano, Texas 75086-0358

509 E. 7TH Room 301
Amarillo, Texas 79105

XIII.
AUTHORITY TO SIGN / CITY COUNCIL AUTHORIZATION

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto. Plano has executed this Agreement pursuant to duly authorized action of the Plano City Council. Amarillo has executed this Agreement pursuant to the authority granted by its Home Rule Charter and City Council. Each of the parties shall provide written documentation evidencing the grant of approval by its respective governing body.

(Signature Pages to Follow)

EXECUTED in duplicate originals this ____ day of June, 2016.

CITY OF AMARILLO, TEXAS

BY: _____
Terry L. Childers
INTERIM CITY MANAGER

APPROVED AS TO FORM:

William M. McKamie
CITY ATTORNEY

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of June, 2016 by **TERRY L. CHILDERS**, Interim City Manager of the **CITY OF AMARILLO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

EXECUTED in duplicate originals this ____ day of June, 2016.

CITY OF PLANO, TEXAS

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of June, 2016 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



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

On the 23rd 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	113	93
Dean Bedwell	Y	180	169
Mike Good, Vice-Chairman	Y	95	69
Rob Parker	Y	48	39
Jessie Phifer	N	18	10
Rick Thomason	N	18	15
Bowden Jones	Y	9	7

PLANNING DEPARTMENT STAFF:
 Laura Bergey, Planner I
 Jan Sanders, Recording Secretary
 David Soto, Planner I

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

ITEM 1: Approval of the minutes of the May 9, 2016 meeting

A motion to approve the minutes of the May 9, 2016 meeting was made by Commissioner Good, seconded by Commissioner Parker, and carried unanimously.

ITEM 2: Z-16-19 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. (Vicinity: SW 15th Ave & S Georgia)
 APPLICANT: St Andrews Episcopal School of Amarillo

Ms. Bergey stated the applicant is requesting an amendment to the zoning to construct a gymnasium on the school's property. The proposed gymnasium will be adjacent to the Georgia Street frontage and a new parking lot will be located between the development and the residential uses to the east. Ms. Bergey advised staff feels the proposed request is in character with the intent of the original development, does not create any negative impacts on the area, and would recommend approval pending the submittal of the revised site plan.

A motion to approve Z-16-19, pending the submittal of the revised site plan, was made by Commissioner Bedwell, seconded by Commissioner Bowden, and carried unanimously.

ITEM 3: P-16-34 Osborn Addition Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land out of Section 46, Block 9, BS&F Survey, Potter County, Texas. (Vicinity: Tascosa Rd & Soncy Rd)
 APPLICANT: Bill Osborn

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

ITEM 4: P-16-35 Canode-Com Park Unit No. 47, an addition to the City of Amarillo, being a replat of a portion of Lot 9C, Block 4, Canode-Com Park Unit No. 29 and a portion of Lot 1D, Block 2, Canode-Com Park Unit No. 41, in Section 42, Block 9, BS&F Survey, Potter County, Texas. (Vicinity: W IH 40 & Cinema Dr)
APPLICANT: Ethan Prescott

Ms. Bergey 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 5: P-16-36 E. H. Petty Subdivision Unit No. 3, an addition to the City of Amarillo, being a replat of a portion of Tract 4, and all of Tracts 5 & 6, E.H. Petty Subdivision, all in Section 164, Block 2, AB&M Survey, Potter County, Texas. (Vicinity: Dumas Dr & River Rd)
APPLICANT: Rosemarie & Tony Spohn

Ms. Bergey 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 6: P-16-37 Maple Fields Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 61, Block 1, TTRR Co, Survey, Randall County, Texas. (Vicinity: Lair Rd & Helium Rd)
APPLICANT: Josh Howell

Ms. Bergey 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: 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

Chairman Craig advised this item was tabled at the May 9th Planning and Zoning Commission meeting, and would be heard on the June 13, 2016 Planning and Zoning Commission meeting.

CARRY OVERS:

ITEM 8: 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

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

ITEM 9: 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

Chairman Craig stated that the plat was signed by the Deputy City Manager on May 12, 2016.

PENDING ITEMS

ITEMS 10-20: P-12-45 Redstone Addition 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.

No action was taken on these plats.

ITEM 21: P-15-22 Hillside Terrace Estates Unit No. 24, an addition to the City of Amarillo, being an unplatted tract of land situated in Section 64, Block 9, BS&F Survey, Randall County, Texas. (4.22 acres) (Vicinity: Saxon Way & Digby Ln.)
DEVELOPER(S): Perry Williams
SURVEYOR: Daryl Furman

A motion to approve P-15-22 was made by Commissioner Bedwell, seconded by Commissioner Good, and carried unanimously.

ITEMS 22-26: 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, P-16-15 Mathes Acres Unit No. 3, P-16-29 Ray-Mac Addition Unit No. 1.

No action was taken on these plats.

ITEM 27: 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

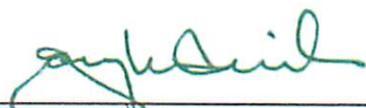
Chairman Craig stated that the plat was signed by the Deputy City Manager on May 9, 2016.

ITEM 28: 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 29: Discuss Items for Future Agendas.

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



Gary Holwick, Secretary
Planning & Zoning Commission

BOARDS AND COMMISSIONS – VACANCIES



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

04/03/2012 Brooke Reeves 01/06/2017 – (resigned)

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)

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