

**AGENDAS**

**FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, JULY 12, 2016 AT 9:00 A.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7<sup>th</sup> AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.**

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

**WORK SESSION**

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Interview Applicants for City Council Place 2;
  - (2) Review agenda items for regular meeting and attachments;
  - (3) Presentation and discussion City Council Place 2 vacancy;
  - (4) Presentation on the Open Meetings Act by Mick McKamie;
  - (5) Presentation and discussion on Community Investment Program
  - (6) Presentation and discussion Compensation and Classification Plan;
  - (7) Presentation Mission Mosquito; and
  - (8) 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.
  - (3) Consult with Attorney about economic development; in accordance with the Texas Open Meetings Act, Texas Government Code, Section 551.071 and Section 551.0087.
  - (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.

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**REGULAR MEETING ITEMS**

**INVOCATION:** Davlyn Duesterhaus, Baptist St. Anthony's

1. **MINUTES:**  
Approval of the City Council minutes of the regular meeting held on July 5, 2016.
2. **RECOGNITION – TIRE RECYCLING PROGRAM**
3. **CONSIDER COUNCIL CONFIRMATION OF THE APPOINTMENT OF CHIEF ED DRAIN AS INTERIM POLICE CHIEF FOR THE CITY OF AMARILLO, EFFECTIVE JULY 1, 2016:**  
This item provides the opportunity for the City Council to exercise its statutory authority to confirm the appointment of the Chief of Police under Texas Local Government Code Sec. 143.013: APPOINTMENT AND REMOVAL OF DEPARTMENT HEAD. (a) Unless elected, each department head is: (1) appointed by the municipality's chief executive and confirmed by the municipality's governing body.

4. **ORDINANCE NO. 7606:**  
This is the second and final reading of an ordinance amending Section 10-3-116, Participation, Maximum Fee Schedule and Terms, of Article VII regarding non-consent towing and police rotation towing.
5. **ORDINANCE NO. 7607:**  
This is the second and final reading of an ordinance rezoning Lots 15-16, Beckwith Addition, in Section 166, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit for the placement of a Type A Manufactured Home. (Address: 159 West Colorado Avenue.)
6. **RESOLUTION – APPROVING AMARILLO LOCAL GOVERNMENT CORPORATION BYLAWS AMENDMENT:**  
This resolution approves an amendment to the Bylaws of the Amarillo Local Government Corporation. This amendment creates Article II, Section 10 relating to the attendance of the Board members. The Amarillo Local Government Corporation Board of Directors unanimously approved this change at their May 18, 2016 meeting and they are presented here for final City Council approval.
7. **RESOLUTION – ESTABLISHING A PEDESTRIAN AND BICYCLE SAFETY ADVISORY COMMITTEE:**  
This resolution establishes a Pedestrian and Bicycle Safety Advisory Committee charged to identify and evaluate safety concerns and solutions for pedestrians and cyclists in the community.
8. **RESOLUTION – ESTABLISHING AN ENVIRONMENTAL TASK FORCE:**  
This resolution establishes an Environmental Task Force charged with research and evaluating recycling options for the community and to identify a potential list of other environmental concerns that may be similarly researched and evaluated and brought to the City's attention.
9. **CONSIDER APPOINTMENT OF COUNCILMEMBER, PLACE 2, TO COMPLETE AN UNEXPIRED TERM, EFFECTIVE AUGUST 2, 2016.**
10. **CONSENT AGENDA:**  
It is recommended that the following items be approved and that the City Manager be authorized to execute all documents necessary for each transaction:
  - A. **Award – Simms Municipal Building 808 South Buchanan Parking Lot Demo and New Parking Lot Replacement with Streetscape on 9<sup>th</sup> Avenue:**  
This item recommends that the construction contract be awarded to A&S General Contractors, Inc. in the amount of \$228,114.00.
  - B. **Award – Amarillo Police Department Storage Facility Site Work, Foundation and Building Floor Slab located at 2401 Prairie Dog Lane:**  
This item recommends that the construction contract be awarded to Tri-State General Contracting, Inc. in the amount of \$169,000.00.
  - C. **Award – Hillside Terrace Estates 30" Sewer Replacement Contract 1 – Soney Road to Arden Road Project:**  
Condie Construction Company, Inc. -- \$986,565.00  
This item is to approve the contract for construction services for Condie Construction Company, Inc. to replace and install 30-inch sewer line along Soney Road to Arden Road.
  - D. **Award – Southeast 3<sup>rd</sup> Avenue Lift Station Storm Sewer Force Main Replacement:**  
Amarillo Utility contractors -- \$238,000.00  
This item is to approve the contract for the Emergency Repair of Southeast 3<sup>rd</sup> Avenue Lift Station Storm Sewer Force Main Replacement. This project will replace damaged storm sewer force main in Southeast 3<sup>rd</sup> Avenue and repairs damage to infrastructure due to failed force main. Funding for this project was approved utilizing the Draining Utility Fund.

- E. Approval – Addendum Four (4) – Job#521941: 24<sup>th</sup> Pipeline 48” Well Water Transfer Line:  
Original Contract: \$1,525,054.00  
Previous Addendums: (\$236,500.00)  
Current Addendum: \$9,679.00  
Total Addendums: (\$226,821.00)  
Revised Contract: \$1,298,233.00

This item approves Addendum Four (4) to the Professional Service Agreement with HDR Engineering, Inc. to allow for additional construction observation services lump sum fee outlined in the addendum.

- F. Acceptance – Continuum of Care Grant for Shelter Plus Program:  
This item is through the continuum of Care Grant from the Department of Housing and Urban Development, the Community Development Department administers rental assistance to homeless person with disabilities who receive mental health services as Texas Panhandle Centers.

### **PUBLIC FORUM**

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

### **MISCELLANEOUS**

1. Boards and Commissions – appointments as listed on attached.

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

Posted this 8th day of July 2016.

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



STATE OF TEXAS  
 COUNTIES OF POTTER  
 AND RANDALL  
 CITY OF AMARILLO

On the 5th day of July 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  
 ELISHA L. DEMERSON  
 BRIAN EADES  
 RANDY BURKETT  
 MARK NAIR

MAYOR  
 COUNCILMEMBER NO. 1  
 COUNCILMEMBER NO. 2  
 COUNCILMEMBER NO. 3  
 COUNCILMEMBER NO. 4

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

TERRY CHILDERS  
 MICK MCKAMIE  
 BLAIR SNOW  
 FRANCES HIBBS

INTERIM CITY MANAGER  
 CITY ATTORNEY  
 MANAGEMENT ANALYST  
 CITY SECRETARY

The invocation was given by Leah Fort, Worship Pastor at Amarillo First Nazarene Church. Mayor Harpole led the audience in the Pledge of Allegiance.

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

ITEM 1: Mayor Harpole presented the minutes for June 28, 2016 and June 29, 2016, respectively. Motion was made by Councilmember Burkett to approve the minutes; motion was seconded by Councilmember Nair, and unanimously carried to approve the minutes.

ITEM 2: Mr. Childers introduced Ed Drain, Interim Chief, Amarillo Police Department.

ITEM 3: Motion was made by Councilmember Nair, seconded by Councilmember Demerson to accept the resignation of Brian J. Eades, M.D. and declare a vacancy in City Council Place 2, effective August 1, 2016. Councilmember Eades thanked the citizens of Amarillo and stated he believed the Council would choose wisely for a replacement.

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

ITEM 4: Mayor Harpole presented an ordinance considering amending the Amarillo Municipal Code, Chapter 4-2, Signs, to provide revisions of sign definitions and temporary sign regulations. Motion was made by Councilmember Burkett to table this item for two weeks, seconded by Councilmember Nair, that the following captioned ordinance be tabled for two weeks:

**ORDINANCE NO. 7604**

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

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

**ITEM 5:** Mayor Harpole presented an ordinance amending Section 10-3-116, Participation, Maximum Fee Schedule and Terms, of Article VII regarding non-consent towing and police rotation towing.

Richardo Cantu, 2400 Parker Street, stated the wrecker companies have not been able to provide input only listen to the changes. Councilmember Eades stated this item has recently been discussed on previous agendas. Mr. McKamie stated the Legal Department has reviewed the contract and there are no additional licensing requirements other than what is required by the state and federal. Mr. Childers stated the changes are minor adjustments as a result of the Outback Steakhouse incident. Motion was made by Councilmember Nair, seconded by Councilmember Eades, that the following captioned ordinance be passed on first reading:

**ORDINANCE NO. 7606**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, TO AMEND SECTION 10-3-116, "PARTICIPATION, MAXIMUM FEE SCHEDULE AND TERMS," OF ARTICLE VII REGARDING NON-CONSENT TOWING AND POLICE ROTATION TOWING; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

**ITEM 6:** Mayor Harpole presented an ordinance rezoning Lots 15-16, Beckwith Addition, in Section 166, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit for the placement of a Type A Manufactured Home. (Address: 159 West Colorado Avenue.)

Mr. Cowell stated there are a number of manufactured homes in the area (six) with two being located within the same block. Mayor Harpole stated the City cannot completely ban manufactured homes from the City, but must stay within the zoning regulations. Councilmember Demerson stated he believed the manufactured homes caused the community to be further deteriorated. Mr. McKamie stated manufactured homes could be entitled to be placed where there is single-family residences. The City of Amarillo uses a special use process and aesthetics cannot be used. Motion was made by Councilmember Eades, seconded by Councilmember Nair, that the following captioned ordinance be passed on first reading:

**ORDINANCE NO. 7607**

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 COLORADO AVENUE AND BUCK STREET, POTTER COUNT, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Harpole, Councilmembers Eades and Nair; Voting NO were Councilmembers Demerson and Burkett; the motion carried by a 3:2 vote of the Council.

**ITEM 7:** Mayor Harpole presented a resolution conducts a public hearing and establishes a public improvement district to be located in the subdivision know as "Heritage Hills" in the vicinity of Helium Road, Arden Road and Soncy Rd./Loop 335. This petition was submitted by Perry Williams d/b/a P Dub Land Holdings Ltd. and Seth Williams d/b/a Pega Development LLC for residential and commercial/retail uses. This Public Improvement District is created to fund the construction and maintenance of certain right-of-way improvements such as landscaping, green areas and entry features throughout the subdivision.

Becky Beckham, Planner II, stated public improvement districts (PIDs) were a development tool used to finance special amenities and property owners pay assessments for the costs and improvements. The Heritage Hills PID would be assessed at a rate of \$.08 per square foot. She further stated there were no comments from the property owners who were notified. Mr. Cowell stated the county will get the assessments out but the PID would be managed by City staff. As the area develops, it will be annexed within the City limits. Mayor Harpole opened the public hearing, asked for public comments, there were none, and then closed the public hearing. Motion was made by Councilmember Burkett, seconded by Councilmember Eades, that the following captioned resolution be passed:

RESOLUTION NO. 07-05-16-1

A RESOLUTION CONDUCTING A PUBLIC HEARING ON A PETITION REQUESTING ESTABLISHMENT OF A PUBLIC IMPROVEMENT DISTRICT TO BE KNOWN AS THE "HERITAGE HILLS PUBLIC IMPROVEMENT DISTRICT," IN THE VICINITY OF HELIUM ROAD, ARDEN ROAD AND SONCY ROAD/LOOP 335; CONCERNING ADVISABILITY OF CREATING SUCH DISTRICT; NATURE OF IMPROVEMENTS; ESTIMATED COST; METHOD AND APPORTIONING OF ASSESSMENTS; BOUNDARIES OF SUCH DISTRICT; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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 8: Mayor Harpole advised that this Local Government Corporation appointment be tabled until the Place 2 position is filled.

ITEM 9: Mr. McKamie stated this item was regarding the City Manager Candidates and process to fill vacancy has been placed for an executive session. Mayor Harpole stated they would discuss this item in executive session.

ITEM 10: Mayor Harpole inquired about the procedure for the candidate selection and what to do in case of a 2 to 2 vote. Councilmember Nair stated there was a good chance there would be a tie. Mayor Harpole inquired about publishing the votes. Councilmember Burkett stated publishing the vote was not part of the initial process. Councilmember Demerson stated the Council mentioned that there are times when things stated are personal or of a private nature. Mr. McKamie stated there could be no votes in executive session but that ranking the candidates would be used as a tool for Council to determine the top ranking candidate. Mayor Harpole stated he was not willing to hide who he would be voting for. Councilmember Nair stated he had no problem making the vote public, but that the people who volunteer for public service would be exposed to insults and it would not be fair to the other four people.

Councilmember Demerson called for a point of order stating the agenda asked for discussion on questions and setting the schedule. Councilmember Nair suggested a place different from Council Chamber which would not be as intimidating. Mayor Harpole stated the media and citizens would be invited but the five candidates would not be able to hear what the others had to say. It was decided that interviews would be Tuesday, July 12 at 9:00 a.m. for approximately three hours.

Tom Warren, Council Applicant, stated the sooner the better and he did not believe the candidates needed to see the questions in advance. John Ingerson, Council Applicant, stated he trusted whatever decisions the Council makes but Applicants approaching the Council after the fact would be out of order. Councilmember Burkett inquired if the Council could make a decision by Tuesday, July 19.

ITEM 11: Councilmember Nair stated he has asked for this item because of safety concerns. Mr. Cowell stated this would be a permanent Committee charged to identify and evaluate safety concerns and solutions for pedestrians and cyclists in the community. This Committee would also include the Chair of the Traffic Advisory Board and one Council liaison. Councilmember Burkett asked if there was a way to address busy streets like Coulter.

ITEM 12: Mr. Nair stated this item would address recycling with supporting data and other environmental issues. Mr. Cowell stated this Ad Hoc Committee would be charged with research and evaluating recycling options for the community and to identify a potential list of other environmental concerns that may be similarly researched and evaluated and brought to the City's attention. Mayor Harpole inquired if they would also give guidance to the salvage yards. Councilmember Nair stated this also goes parallel with community appearance.

ITEM 13: Mr. Childers stated they were developing additional information and would bring it forward to the Council on creating a East Gateway Tax Increment Reinvestment Zone (TIRZ).

ITEM 14: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. There were none. Floyd Hartman, CIP Director, presented a history of this item. Motion was made by Councilmember Nair to approve the consent agenda, seconded by Councilmember Eades.

A. Approval – Release of Covenant and Water Rights

E. Naslund Family Trust

Effective upon the execution of this release, subject to approval by the Council, all their rights, title and interest in and to any reclaimed water, effluent water, discharge water, and/or water of any kind from the Hollywood Treatment Plant (hereinafter "reclaimed water") owned by the City of Amarillo. The release shall include, but not be limited to, all covenants and agreements within the Release of Covenant and Water Rights. E. Naslund Family Trust will sell, transfer, and convey back all such rights to the water to the City of Amarillo.

ITEM 15: Russell Grubbs, Director of Utilities, presented an overview of the water system and water conservation tips. Mayor Harpole inquired about the school parks and the watering in these parks. Councilmember Demerson stated he too had legitimate concerns about the watering at school parks.

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

Robert Goodrich, 4111 Stony Point, suggested Roberts Rules of Order in case of ties in the ranking of applicants. He stated to increase public turnout they should provide snacks and drinks. He further stated they should keep the City Manager and Mayor away on the Wise Program presentations. He stated the need to ask citizens what they needed, and what they needed to stop doing or continuing doing. Jesse Pfrimmer, 5723 South Milan Street, stated he liked the 311 idea. He further stated the citizens were not offered a chance to comment on Item 15. James Schenck, 6216 Gainsborough Street, inquired about the point of order for the public comments. Mayor Harpole stated as a statement of fact it was a security issue. Mr. Schenck further cautioned increasing taxes to increase debt that could be used to purchase more. He stated the past Council may be going through inquires on the AEDC projects. He inquired about the Council whispering to each other and the Freedom of Information Act. He stated the City Council audio could not be heard on television. He further inquired about the regulation on trimming trees in parks and that the water fountains did not work. Councilmember Nair asked for a report on audio problems. Mr. Childers stated equipment was ordered and has now been installed and apparently there are still problems. Lila Ford Mitchell, 3124 Redwood Street, stated the northside parks need help and there has not been much change since 1967. There is nothing for children to do, no trash cans, grills, splash pads, etc. She also stated crossing Amarillo Boulevard is also hard because of the heavy traffic. Councilmember Burkett inquired about restrictions on Amarillo Boulevard. Mayor Harpole stated he would ask for a traffic study. There were no further comments.

Mayor Harpole advised that the meeting was adjourned and the Council would return to Executive Session and then adjourn.

ATTEST:

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

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

DRAFT

# Amarillo City Council Agenda Transmittal Memo



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<b>Meeting Date</b>	July 12, 2016	<b>Council Priority</b>	Best Practices
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<b>Department</b>	City Manager
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## Agenda Caption

Consider Council confirmation of the appointment of Chief Ed Drain as Interim Police Chief for the City of Amarillo, effective July 1, 2016.

## Agenda Item Summary

This item provides the opportunity for the City Council to exercise its statutory authority to confirm the appointment of the Chief of Police under Texas Local Government Code Sec. 143.013: APPOINTMENT AND REMOVAL OF DEPARTMENT HEAD. (a) Unless elected, each department head is: (1) appointed by the municipality's chief executive and confirmed by the municipality's governing body.

Also, Charter Section 21 (b) City Manager appoints department heads, with advice and consent of the Council.

## Requested Action

Confirm the appointment of Chief Ed Drain as Interim Police Chief for the City of Amarillo, effective July 1, 2016.

## Funding Summary

The City has entered into an Interlocal Agreement with the City of Plano, previously approved by the City Council.

## Community Engagement Summary

## City Manager Recommendation

The City Manager wholeheartedly recommends that the Council confirm this important appointment.

# Amarillo City Council

## Agenda Transmittal Memo



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<b>Meeting Date</b>	July 5, 2016	<b>Council Priority</b>	Best Practices – Community Engagement
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<b>Department</b>	Police Department
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### Agenda Caption

City of Amarillo Police Department's Rotation Contract

### Agenda Item Summary

In the aftermath of the November 29, 2015 Outback Steakhouse accident involving a semi-truck where multiple vehicles were towed by one wrecker service, complaints were received from various wrecker services that the Amarillo Police Department "favored" one wrecker. Police and City Manager staff met with all current wrecker contractors including one not on the list. In light of the complaints Police initiated an investigation and per the City Manager, a Work Group convened to review the current Contract for compliance, operability of the Rotation List, and other possible updates.

### Requested Action

Take and receive additional comment (s) particularly from wreckers services in attendance at the Council meeting (s), review and consider adoption of the proposed ordinance, and approve the updated City of Amarillo Police Department's Rotation Contract with the following proposed changes:

- 1) Add an AECC Representative to the Wrecker Contract Review Board giving the Police Chief authority to cast the deciding vote in the event of a tie.
- 2) Wrecker Contractors will complete and submit to City copies of all required training and equipment certifications.
- 3) Appropriate to current fuel rates, adjust the Fuel Surcharge.
- 4) Change the annual period during which time Wrecker Contractors can apply for a position on the Rotation List.
- 5) Other minor word or grammar changes.

### Funding Summary

Raise current city fee for each compensated tow from \$16.25 to \$17.50.

### Community Engagement Summary

Per Council, a widely publicized community engagement meeting was held and among the feedback was the general feeling that one Rotation List was best and satisfied with requiring tow truck certification and equipment experience. Some preferred "capping" Rotation List to six (6) wrecker services.

### Staff Recommendation

Adopt the proposed ordinance and approve the updated and revised Rotation Contract.

ORDINANCE NO. 7606

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, TO AMEND SECTION 10-3-116, "PARTICIPATION, MAXIMUM FEE SCHEDULE AND TERMS," OF ARTICLE VII REGARDING NON-CONSENT TOWING AND POLICE ROTATION TOWING; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR CONTINUATION OF PRIOR LAW; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Citizens of Amarillo have an expectation that at scenes or in circumstances where the required services and assistance of wrecker services are needed, rules, regulations, and best practice public safety and traffic protocols will be delivered in a safe and expeditious manner; and

WHEREAS, State law authorizes municipalities to establish and regulate fees for nonconsent tows from private property and tows initiated by a police officer investigating a traffic accident; and

WHEREAS, the City deems it prudent and appropriate that wrecker operators are well trained, proficient, and have all the required equipment; and

WHEREAS, it is necessary and appropriate to establish minimum acceptable standards, training, and criteria for the provision of wrecker services and operators; and

WHEREAS, the Municipal Code for the City of Amarillo currently establishes the maximum fees for categories of non-consent tows and authorizes the City Council to review and adjust said fees; and

WHEREAS, the Municipal Code for the City of Amarillo currently establishes the requirements for and time period for acceptance of applications for the annual City of Amarillo Police Department's Rotation Contract; and

WHEREAS, the City deems it necessary to adjust the time period of annual application for participation in the Rotation Contract.

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

SECTION 1. That the Amarillo Municipal Code of Ordinances be and is hereby amended to amend Title 10, Chapter 10-3, Article VII to read as follows:

**ARTICLE VII. NON-CONSENSUAL TOWING OF MOTOR VEHICLES**

...

**DIVISION II. POLICE DEPARTMENT ROTATION LOG CONTRACT**

**Sec. 10-3-116. Participation, Maximum fee schedule and Terms.**

- (a) Application for participation on the City of Amarillo Police Department's Rotation Contract will be limited to July 1 to July 15 (excluding weekends) of each year unless two or more tow companies participating on the Rotation Contract cease participation during any contract year in which case the City of Amarillo may, but is not required to, open applications to replace the lost participants.

....

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

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

SECTION 4. Continuation. That nothing in this ordinance or any code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing under any act or ordinance hereby repealed by this ordinance.

SECTION 5. Penalty. It is an offense to violate the portion of Section 1 of this ordinance that is identified as Article VII, Division 1, punishable upon conviction in accordance with the fine established herein.

SECTION 6. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CONTRACT FOR PARTICIPATION IN CITY OF AMARILLO ROTATION LOG  
FOR WRECKER SERVICES FOR ABANDONED, IMPOUNDED,  
JUNKED AND DISABLED VEHICLES**

This Contract is entered into by and between the City of Amarillo, a municipal corporation situated in Potter and Randall Counties, Texas, hereinafter referred to as "CITY" and \_\_\_\_\_, hereinafter referred to as "OPERATOR," upon the following terms and conditions performable in Potter and Randall Counties, Texas:

**1. TERM AND DEFINITIONS.**

a. This Contract shall be effective upon execution by the CITY and will remain in effect until such time as the parties enter into a new contract, unless sooner terminated as herein provided.

b. For the purposes of this Contract, the following terms and words are defined as follows:

- i. "Normal Business Hours" shall mean the hours of 8 a.m. to 6 p.m., Monday through Friday.
- ii. "OPERATOR" ~~shall exclusively refer to means~~ a towing company that has executed this rotation list Contract and maintains equipment and tow trucks designed for light-duty tows and heavy towing services for tows of vehicles with a Gross Vehicle Weight Rating (GVWR) of over 10,000 pounds that are designed to tow or transport buses, trucks, recreational vehicles, trailers and heavy equipment.
- iii. "Time on scene" means more than 15 minutes at a scene. Time-in begins when OPERATOR arrives on-scene, and ends when OPERATOR has secured the vehicle, cleaned debris, and finished an environmental cleanup if needed.

- iv. “*Department*” means the Amarillo Police Department, its chief or representative.
- v. “*Rotation Log*” means a sequential list, as maintained by the Amarillo Emergency Communications Center (“AECC”), of those OPERATORS duly qualified, ~~and~~ authorized, ~~and equipped to provide towing services~~ pursuant to the provisions of this Contract to receive and respond to calls from the AECC, when the vehicle owner/operator has not or cannot express a preference or consent for such services from a specific towing company. The Rotation Log will also be used for wrecker services in regard to abandoned, impounded, disabled and junk vehicles.
- vi. “Board” means a “*Wrecker Service Contract Review Board*” consisting of a representative of the Department, a representative of the City’s Purchasing Department, a representative of the AECC, and a representative of the local wrecker industry appointed by an Assistant City Manager. In the event of a vote resulting in a tie the representative of the Department shall cast the deciding vote.

**2. PURPOSE/PARTICIPATION**

- a. The purpose of this contract is to establish minimum acceptable standards and criteria for the provision of wrecker services by OPERATORS participating on the CITY’S Rotation Log; provided, however, nothing herein shall obligate the CITY to the use of OPERATORS on the Rotation Log as the sole or exclusive means of providing wrecker services, and the CITY reserves the right to control, independently of the provisions of this Contract, wrecker services

for any particular situation as CITY may deem appropriate.

b. Wrecker services pursuant to the provisions of this Contract shall be administered by the Department through the Department's representative, who shall have authority to promulgate reasonable rules and regulations in furtherance and implementation of this Contract so long as they do not conflict with any provision hereof.

c. **This Contract and participation in the Rotation Log system is ~~p~~-personal to the OPERATOR and shall constitute authorization only to OPERATOR. OPERATOR'S inclusion on the rotation list is a license only and constitutes no present or future property interest. Participation by any company or individual interrelated to OPERATOR in any direct or indirect manner will not be permitted nor is such interrelated entity or person entitled to enter into a contract to be on the Rotation Log or to respond on behalf of an OPERATOR on the rotation list. Notwithstanding anything in this Contract to the contrary, each OPERATOR by executing this Contract certifies and represents to CITY that OPERATOR is an independent entity and has its own primary place of business, equipment, wreckers, employees, vehicle storage facility, offstreet parking for wreckers and equipment, dispatcher, office, permits and licenses and does not share, own or lease same with or to any other OPERATOR that is or will execute this Contract. Discovery by CITY of any arrangement prohibited by this Section 2. c. will result in immediate termination of all interrelated OPERATOR Contracts and debarment from all CITY vendor/contractor eligibility for 5 years.**

d. Nothing contained in this Contract will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his/her own choice, or requesting that his/her

vehicle be towed to a place other than OPERATOR'S storage facility.

**3. OPERATION**

The following conditions shall govern the conduct of OPERATORS on the Rotation Log:

- a. No OPERATOR shall solicit business at the scene of an accident or other incident requiring wrecker services.
- b. No OPERATOR shall proceed to a location requiring wrecker service without being dispatched to do so by the AECC, except when an OPERATOR is specifically requested/contacted by a vehicle owner/driver.
- c. All OPERATORS and their drivers shall at all time conduct themselves and wrecker services in a reasonable and safe manner.
- d. Each wrecker driver shall obey all state and municipal traffic laws when responding to a dispatch for wrecker service, and the directions of police and Amarillo Emergency Services Volunteers while at the scene.
- e. Each OPERATOR shall furnish the Department with one telephone number to be used for all dispatches. No pagers or answering machines are permitted as call out numbers.
- f. Each OPERATOR shall maintain and be fully capable of and willing to provide twenty-four-hour, seven-day-a-week wrecker service during the term of this Contract.
- g. The OPERATOR will respond to a dispatch with its own wreckers and will not send or allow any other wrecker service to respond to a Rotation Log dispatch. If it appears to the OPERATOR or the CITY'S representative on scene, that the OPERATOR is not willing or capable to perform the required services or needs assistance, the OPERATOR may request that another OPERATOR be dispatched. Under such circumstances, the OPERATOR on-scene

may designate such other OPERATOR to be called for assistance; otherwise the next OPERATOR on the log will be dispatched.

h. Each OPERATORS shall provide drivers who are proficient and competent in the operation of such wrecker, the securing and movement of towed vehicles, and environmental cleanup, as evidenced by an appropriate valid commercial driver's license and an Incident Management Tow Operator License issued by the Texas Department of Licensing & Regulation.

i. At all times, each OPERATOR'S drivers shall wear reflective vests, coats or shirts while on the scene and shall be identified by the use of a name tag worn above the waist. FAILURE TO COMPLY WITH ANY OF THE REQUIREMENT OF a-i ABOVE IS CONSIDERED A VIOLATION FOR PURPOSES OF SECTION 5.

**4. ROTATION LOG.**

a. An OPERATOR shall promptly respond to a dispatch and arrive with a wrecker on the scene in accordance with Section 10 below. Requests from AECC dispatch will have priority over all other OPERATOR'S calls for service. If an OPERATOR is not willing or capable at the time of dispatch to respond, it shall immediately tell the AECC. The OPERATOR will be passed over for that call and that dispatch will go to the next OPERATOR on the Rotation Log. No violation will be attributable to OPERATOR under Section 5, however this will be considered as a turn on the rotation list.

b. When an OPERATOR responds to a dispatch, but renders no wrecker services, the response will be considered as a turn on the rotation list.

c. Any OPERATOR that is late in responding to dispatches for wrecker service without

an acceptable reason will be credited with a turn in addition to the penalties provided in Section 10 below.

d. When unusual or emergency conditions necessitate, the CITY reserves the right to request the services of a specific OPERATOR regardless of position on the rotation list, or any other towing company who, in the CITY'S sole opinion, is best able to handle the situation and/or can reach the scene most expeditiously. If a dispatch is made under these circumstances, the OPERATOR who would have otherwise received the call does not forfeit its respective position on the Rotation Log.

e. The Department's representative has the right at any time to inspect any wrecker or equipment of an OPERATOR to ascertain that it is being properly maintained, that all required equipment is on the wrecker, and that it is in proper operating order. OPERATOR will be notified in writing of any deficiencies found by Department. OPERATOR will immediately upon receipt of notice remove any wrecker or equipment found to be deficient from service until such time as the deficiency has been corrected and re-inspected by Department and found to be in proper operating order. **It is the duty and burden of OPERATOR to call for a re-inspection after correcting the deficiency. In the event the deficiency causes OPERATOR to be in breach of Section 11 of the Agreement, the OPERATOR will have 30 calendar days from receipt of notice to correct the deficiency of the out of service wrecker or equipment and have a re-inspection before the suspension provided in Section 11 takes effect. The continued use of suspended, deficient equipment after being notified by the Department will constitute a violation under Section 5 of the contract.**

5. PENALTIES.

a. OPERATOR by execution of this Contract acknowledges that its violation of any provisions of this Contract (as specifically provided herein) during the initial term or any renewal term will subject OPERATOR to the following penalties:

First Violation:	Written Warning
Second Violation:	Written Warning
Third Violation:	Thirty-Day Suspension
Fourth Violation:	Ninety -Day Suspension
Fifth Violation:	Four Year Suspension

b. The Department shall notify the OPERATOR in writing of the violation and the applicable penalty. OPERATOR may dispute the Department's finding and penalty in the following manner:

- i. Upon receipt of notification, the OPERATOR may, within 15 calendar days thereof, deliver a written request to the Department's representative for a hearing to be held before the Board. The request must set forth each particular defense, explanation, excuse, and error that OPERATOR will rely upon at the hearing. The receipt of a timely written request by the Department shall stay the penalty pending final disposition unless it is determined by the Chief of the Department that it would endanger public safety or welfare or further an alleged crime to allow said OPERATOR to continue on the Rotation Log. The Chief's decision is final and not subject to a Board hearing.
- ii. A hearing shall be held within 7 business days after the filing of a written

request unless it is infeasible to convene the Board whereupon the hearing shall occur at the earliest feasible date, but in no event longer than 30-days after Department receives the request for a hearing. The Department shall notify the OPERATOR of the time, date, and place of the hearing. At the hearing, the OPERATOR shall be provided an opportunity to be heard. The Board may hear from CITY representatives and others who have relevant information material to the allegation.

- iii. The Board shall render a written decision within 2 business days from the date of such hearing, setting forth the reasons for the same. The Board may affirm, modify or overrule a finding or penalty.
- c. The Department will reinstate an OPERATOR suspended pursuant to this Section 5 to the Rotation Log upon written application after the period of suspension has elapsed and after the department has determined that such OPERATOR is in compliance with all regulations of this Contract. Reinstatement to the Rotation Log by the suspended OPERATOR shall be conditioned upon prior payment to City of a reinstatement fee of \$1,000.00. This fee is not required if the Board overrules the suspension or reverses.
- d. Notwithstanding any other provision in this Contract to the contrary, OPERATOR Class C or above violations (non-enhanced by previous Class A or B violations) of the Texas Department of Licensing and Regulation (TDLR) regulations will subject OPERATOR to a mandatory 90 day suspension under this Contract that is not reviewable by the Board. Violations resulting in the suspension, revocation, or denial of OPERATOR'S TDLR license/permit to operate a towing business or storage lot will result in the automatic

suspension of this Contract for a like period.

e. Notwithstanding any other provision of this Contract, if OPERATOR is charged with a crime that arises out of or relates to OPERATOR'S business of towing or storage business or the performance of this Contract, CITY may immediately suspend OPERATOR until the outcome of the investigation or trial, whichever occurs later. Upon completion of the investigation or trial City may further suspend or reinstate OPERATOR to this Contract as appropriate to public safety and welfare.

6. **CONSIDERATION.** In consideration of CITY'S agreement to place OPERATOR on the CITY'S rotation list, the CITY's agreement to limit the right to apply for inclusion on its rotation list to ~~July 1~~ ~~March 15~~ to ~~July~~ ~~April~~ 15 (excluding weekends) for contract year ~~2016~~ ~~011~~ to ~~2017~~ ~~012~~ and ~~April 1 to April 15~~ and ~~(excluding weekends)~~ of each contract year thereafter ~~(excluding weekends)~~ unless two or more OPERATORS terminate the contract for any reason, and the revenue to be derived there from by OPERATOR, OPERATOR agrees to pay the CITY a fee of \$500.00. In consideration of CITY'S administration, regulation, operation of the rotation system and the use of City streets, roadways and alleyways OPERATOR agrees to pay to CITY a fee of \$1 ~~76.50~~ ~~25~~ per compensated tow payable monthly as provided in Section 7. The City Fee cannot be added to increase the charge to the towing customer.

All payments by OPERATOR to CITY under this contract **MUST** be delivered to 509 SE 7<sup>th</sup>, Room 301, Amarillo, Texas 79101, **MUST** state on the face of the check, cashier's check, or money order: "WRECKER SERVICE FOR [month]" and **MUST** be accompanied by copies of all tow tickets and receipts for payment issued by OPERATOR as a result of this Contract.

7. **LATE PAYMENT FEE.** OPERATOR shall pay a late fee of 25% for any month if CITY has

not received: (a) the full amount of OPERATOR'S monthly payment by the 15th day of the month following the month in which the compensated tows were performed; (b) if the payment is misdirected or requires staff research due to OPERATOR not identifying the payment as required above; or, (c) if required documentation is not attached. The Late Payment Fee must be made within 3 days after receipt of written notice from CITY of the reason for the assessment and the amount of the Late Payment Fee, delivered in the same manner required for a regular monthly payment and must be identified as a Late Payment Fee. **Failure or refusal to pay the Late Payment Fee within 3 days after receipt of notice in the manner required and/or failure to provide the requisite supporting documentation within said 3 day period will constitute a violation of the Contract for purposes of Section 5, and each day such failure or refusal to comply continues will constitute a separate violation of the Contract.** This remedy is cumulative of all other remedies available to CITY for breach of this Contract. Nothing in this paragraph is intended to authorize the collection of any interest for the use, forbearance or detention of money loaned; it is a penal or liquidated sum for breach of contract.

**8. CONTRACT TERMINATION.**

a. The City can terminate this contract for its convenience at any time by giving OPERATOR written notice of termination at least five 5 business days before the effective date of such termination.

b. OPERATOR can terminate this contract at any time by giving CITY written notice of termination together with a closing statement of any fees payable to the CITY. Payment of any fees due CITY must be made within 3 business days after CITY's receipt of written notice to

terminate.

9. **AUTHORIZED PERSONS.** OPERATOR hereby agrees to provide wrecker services when requested by the Department on behalf of other CITY departments that need the towing and storage of junked, abandoned, impounded and disabled vehicles. Only response to requests for wrecker services received from AECC are authorized under this Contract.

10. **RESPONSE TIME.** OPERATOR agrees to respond to any scene within the Amarillo city limits **within 20 minutes between the hours of 8:00 a.m. and 8:00 p.m. and 30 minutes between the hours of 8:01 p.m. and 7:59 a.m.;** provided, however, if the OPERATOR notifies the CITY'S communication center of a delay not attributable to OPERATOR (e.g. traffic near the scene, weather etc.) and of a reasonable expected time of arrival, then OPERATOR will be allowed **fifteen (15) additional minutes to arrive and the late response will not be considered a violation of the Contract for purposes of Section 5.** All times run from the time the call is made by AECC to OPERATOR. In the event OPERATOR has an unexcused tardy response more than 2 times during any calendar month OPERATOR shall pay City, as liquidated damages, the sum of \$200.00 for each such tardy response as compensation to CITY for the extra time its employees were required to remain with the vehicle to be towed as a result of OPERATOR'S tardiness. **Such payment is in addition to and is not a substitute for the penalty that will be assessed against OPERATOR pursuant to Section 5 for each late response.** When the OPERATOR is called AECC will make the call time part of the Rotation Log.

11. **EQUIPMENT AND PERSONNEL.** OPERATOR must own or lease adequate equipment and vehicles to perform all requirements of this Contract. **OPERATOR must own or lease and have**

available for use at all times during this Contract the following minimum vehicles: 2 Light Duty Tow Trucks with a towing capacity of 10,000 pounds; 1 tandem axle Heavy Duty Tow Trucks with a manufacturers gross vehicle weight rating of at least 33,000 pounds and a boom capacity of 25 tons; and 1 Tandem Axle Lowboy Trailer or a 48' tilt bed trailer and a tractor to pull the trailer. The City reserves the right to insure that OPERATOR has required personnel, proper equipment, vehicles, qualifications and licenses, permits and training required by this Contract including all training and certifications required and by state and federal law, both at inception of this Contract and at any time during the term or any renewal term of this Contract. OPERATOR shall be responsible for and in sole control of the acts and omissions of OPERATOR'S personnel in the performance of this Contract. All OPERATOR personnel shall obtain a certification for heavy-duty towing services. The OPERATOR shall provide to the CITY all training certifications obtained by the OPERATOR'S personnel. Training certifications for the OPERATOR'S personnel must be provided to the CITY upon request by the CITY. OPERATOR affirms that all personnel assisting with and operating a tow truck for the OPERATOR have obtained all applicable towing certifications and provided a copy of the same to the CITY. OPERATOR must have adequate off-street parking for all of OPERATOR'S equipment. **Except as provided in Section 4. e. above, if OPERATOR fails or refuses to conform to any of the requirements of this Section 11 OPERATOR will be immediately suspended from participation under this contract until the deficiency is remedied.**

**12. SUPERVISORY RELEASE WITHOUT COST.** OPERATOR will release any vehicle hooked or towed pursuant to this Contract without charge if requested to do so in writing by any Department officer with the rank of Sergeant or higher and any CITY Division Director or Department

Head.

13. **VEHICLE STORAGE FACILITY.** OPERATOR shall provide its own licensed storage facilities and have its primary place of business **within the City limits**. The vehicle storage facility must meet the requirements of both state law and the applicable CITY zoning and building regulations regarding vehicle storage facilities. Every storage facility must be adequately secured against theft and vandalism and have security fencing. The OPERATOR will be responsible for each vehicle and its contents while in its care, custody and control. The storage facility premises and office area must be kept clean, safe and orderly. All vehicles in the storage facility shall be stored in such a manner that there exists a minimum of two feet on the side of each vehicle to allow access to check the vehicle's identification numbers. All vehicles towed by OPERATOR pursuant to this Contract shall be taken to OPERATOR'S storage facility, unless the vehicle owner or driver requests in writing that the vehicle be taken to another location specified by the owner or driver. (It is sufficient that the instruction is written by the owner or driver on the OPERATOR'S towing receipt or ticket at the scene and signed by the owner or driver.)

14. **RECORDS.** OPERATOR shall maintain during the term of this Contract, and for 4 calendar years following the expiration or termination of this Contract, complete and accurate copies of all books records, receipts and tickets generated under this Contract. OPERATOR agrees to make its books and records, regarding the performance of this Contract, available to CITY'S duly authorized representatives at OPERATOR'S place of business during Normal Business Hours for inspection, copying and auditing. Failure to maintain the records described above or to provide access will result in immediate suspension of OPERATOR under this Contract until such time as the records are

produced and access is provided. **Audits may be performed by the City on an as-needed or random basis to insure compliance with the fees established by this Contract. If an audit reveals that the fees charged are not in compliance with Exhibit A then OPERATOR will be notified by the CITY and required to refund the overcharged amount to the customer and OPERATOR may be charged for a violation of the Contract under Section 5 if the audit evidences a pattern of overcharging by OPERATOR.**

**15. NOTICES AND AUCTION.** Vehicles which are left at OPERATOR'S storage facility for more than 10 days after OPERATOR sends notice by registered or certified mail, return receipt requested, to the owner to pick up the vehicle in accordance with Chapter 683, Texas Transportation Code as amended ("Chapter 683") shall be disposed of according to the provisions of such statute. 683. Public auctions will be held at such times and places as may be scheduled by the CITY. Notices to owners, lien holders and others required by State law shall be given by the OPERATOR or Department, as required by Chapter 683. Costs and proceeds of the auction shall be allocated as required by Chapter 683.

**16. CITY EXEMPT.** Except for City vehicles over ten thousand (10,000) pounds and as provided in Section 18.23 of the Texas Code of Criminal Procedure with respect to vehicles impounded by CITY for evidentiary or examination purposes, CITY shall never be held responsible for any wrecker or towing fees, storage fees or any other charges incurred by OPERATOR as a result of this Contract. OPERATOR'S sole source of revenue and recourse for services performed under this Contract, in every case, shall be from and against title owner or operator of vehicles or a third party in privity with those. Additionally and as further consideration to CITY, OPERATOR will not charge CITY for the

towing and/or storage of any CITY owned vehicles of ten thousand (10,000) pounds or less, and will only charge CITY for the towing and/or storage of vehicles over ten thousand (10,000) pounds at the rates provided in Exhibit A.

**17. INDEMNITY.** OPERATOR, (IN THIS SECTION IT MEANS AND INCLUDES ITS OFFICERS, PARTNERS, MEMBERS, DRIVERS, EMPLOYEES, CONTRACTORS, ASSIGNS, AND SUCCESSORS AND ALL OTHERS USED BY OPERATOR OR UNDER OPERATOR'S DIRECTION IN FURTHERANCE OF PERFORMING THIS CONTRACT) AGREES TO HOLD CITY HARMLESS FROM AND INDEMNIFY CITY, ITS OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, DAMAGES, CAUSES OF ACTION, COSTS, INCLUDING ATTORNEY'S FEES, AND INTEREST RELATING TO ANY AND ALL PERSONAL INJURIES, DEATHS AND/OR PROPERTY DAMAGE OR LOSS BY WHOMSOEVER SUFFERED, (INCLUDING, BUT NOT LIMITED TO CITY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES), ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH ANY ACT OR OMISSION BY OPERATOR.

**18. FEES.** OPERATOR shall neither charge nor attempt to collect any charge of any kind or character for the towing, waiting, debris removal, storage, security, or release of any vehicle except those authorized by this Contract or by State law. Any additional services and their associated fees specifically authorized in writing by the scene commander or the on-scene supervisor will be considered as an authorized fee. Storage charges shall cease when a properly completed request for release is made. The maximum fees OPERATOR can charge for towing any vehicle and for service

rendered under this Contract are shown in Exhibit A attached to this Contract and by this reference made a part of this Contract.

19. "FUEL SURCHARGE. OPERATOR will be permitted to charge a fuel surcharge in addition to the contractual fees approved in the Contract. The Base Price for calculating this surcharge will be the rack average price per gallon for No. 2 Gross Ultra Low Sulfur Distillate ("No. 2 Distillate") in Amarillo, Texas as set by the Oil Price Information Service ("OPIS") on June 3, 2016.

The fuel surcharge will be determined monthly by a formula based on the cost increase of No. 2 Distillate. When the OPIS rack average price for a gallon of No. 2 Distillate in Amarillo, Texas increases by fifty cents (\$0.50) over the Base Price, the OPERATOR will be permitted to charge three dollars (\$3.00) per tow as an additional fuel surcharge to the towing fees. For every fifty cents (\$0.50) increase thereafter the OPERATOR may increase the fuel surcharge by an additional three dollars (\$3.00). Example: Base Price \$3.20 on June 3, 2016, No. 2 Distillate has increased to \$4.20 (increase of \$1.00) on July 3, 2016, OPERATOR entitled to collect a six dollar (\$6.00) fuel surcharge after notification from CITY.

The same methodology shall also be used to reduce or eliminate the fuel surcharge when fuel prices decline.

Whenever the fuel surcharge fees are in effect for tows, all customers will be provided with an itemized explanation of the fuel surcharge fee.

The fuel surcharge, if implemented, will apply only to the actual towing fees and shall not apply towards storage or any other fees. No fuel surcharge fees shall be permitted if the rack average price per gallon of No. 2 Distillate remains below the Base Price plus forty-nine cents (\$0.49). The CITY will not be responsible for any fuel surcharge fees.

The CITY shall advise each OPERATOR by regular first class mail (sent to the address provided in this Contract) of the fuel surcharge calculation and the effective date of any surcharge (increase or decrease) on or about the 15<sup>th</sup> of each month and such calculation shall be and remain in effect until the next monthly review and adjustment."

**2019. INQUIRIES.** On all bills, invoices, receipts, tickets, etc. issued by OPERATOR for service rendered under this Contract, OPERATOR shall notify customers in writing of the fees specified in Exhibit A and, the mailing address (200 S.E. 3<sup>rd</sup>, Amarillo TX 79101) and telephone number (806-378-4269) of the Amarillo Police Department for purpose of directing questions regarding those fees or services. **OPERATOR shall give customers an itemized receipt that reflects the services and fees specified in Exhibit A.** This notice must be pre-printed on the forms used by OPERATOR or a

legible sticker or rubber stamp may be used to convey the required information. The required information must be in a sans serif font of not less than ten (10) points. A sign containing this same information shall also be prominently displayed to the public at the place of payment, in letters at least one inch high, with a contrasting background. **This sign shall be posted within 10 business days after this Contract is signed by the CITY.** Failure to comply with any requirement of this Section 19 will constitute a violation for purposes of Section 5 and each day that OPERATOR fails or refuses to remedy the violation after receiving notice thereof shall constitute a separate violation under Section 5.

**210. LEGAL COMPLIANCE.** OPERATOR shall comply with all provisions of Federal and Texas laws and regulations (specifically including but not limited to, Title 16, Part 4, Chapter 85 "Vehicle Storage Facilities" and Chapter 86 "Vehicle Towing and Booting" of the Texas Administrative Code; Chapters 2303 and 2308 of the Texas Occupation Code; and Chapter 683 Texas Transportation Code) and the Amarillo Municipal Code regarding the operation, licensing and registration of tow vehicles, tow truck operators and vehicle storage facilities. **Failure or refusal to comply with any such federal, state or local law and regulation will result in immediate written notice of suspension under this contract until such time as Operator provides CITY with satisfactory evidence of compliance.**

**221. SCENE CLEANUP.** When removing a vehicle from a location OPERATOR MUST pick up and remove all broken glass and debris from the street and properly dispose of it at the storage facility. **Failure or refusal to comply with this Section will constitute a violation of the contract under Section 5.**

**232. COMPLAINTS AND OVERCHARGES.** Complaints concerning OPERATOR'S performance under this contract received by the CITY shall be promptly reported to and investigated by OPERATOR. A satisfactory written explanation shall be made to CITY within 5 business days of the time OPERATOR is notified in writing of the complaint by CITY. OPERATOR agrees to promptly and without delay take whatever action is necessary to correct any and all complaints. **OPERATOR'S failure or refusal to fully investigate complaints, to correct errors, to refund overcharges, or to provide CITY a written explanation within the required period will constitute a violation and authorize CITY to penalize OPERATOR as provided in Section 5, and each day thereafter that OPERATOR fails or refuses to take the required action will constitute a separate violation for purposes of Section 5. When a complaint is initiated all charges by OPERATOR on the complaining party will stop until such time as the complaint has been resolved in writing and signed by all parties involved, a satisfactory written explanation, acceptable to the CITY, as to why the complaint cannot be resolved is received or a hearing before the Justice of the Peace to dispute overcharges or if there is no probable cause for the tow in accordance with Texas Occupations Code 2308.**

**243. VEHICLE RELEASE.** OPERATOR shall release vehicles in its custody 24 hours a day or as otherwise provided by law. Vehicles must be released within 1 hour of a request. OPERATOR shall promptly release personal property during Normal Business Hours without fee to the authorized owner or operator of the vehicle.

**254. POLICE HOLD.** OPERATOR must provide a uniquely numbered receipt (a card stub) to the CITY on impounded vehicles that describes the vehicle and designates whether or not there is a police

hold on the vehicle. Before releasing a vehicle with a police hold marked on the stub, the OPERATOR will ensure that the police hold has been canceled. Before having the receipt printed for use, the OPERATOR must confer with and obtain Department approval of the receipt form. **For purposes of this paragraph, a “police hold” includes a hold placed by the Fire Marshall’s office or other law enforcement agency with whom the Department is cooperating. The OPERATOR must notify the Department front desk, on a daily basis, of all vehicles it has released for which it issued an impound receipt/stub. Failure to comply with the requirements of this Section 24 will constitute a violation for Section 5 purposes.**

**265. INSURANCE.** In addition to any insurance required by Texas law, at inception of this Contract OPERATOR shall provide satisfactory proof of insurance coverage as listed below and maintain such coverage, without interruption for the full Term of this Contract and any renewal term. All policies shall be issued by an insurer with a Best Rating of B+ or better, authorized to write such coverage in Texas. A certificate of insurance must be filed with the CITY prior to the execution of this Contract.

<u>TYPE OF COVERAGE</u>	<u>MINIMUM RATES</u>
<u>WORKERS COMPENSATION</u>	STATUTORY
OR	
THE APPROVED EQUIVLENT OF AN ACCIDENT MEDICAL EXPENSE, WEEKLY ACCIDENT INDEMNITY AND ACCIDENTAL D & D POLICY	
<u>COMMERCIAL GENERAL LIABILITY</u>	
COVERAGE A - Each Occurrence	\$500,000
COVERAGE B - Personal & Advertising Injury	\$500,000
General Aggregate other than Products/ Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

NOTES:

- 1) Contractual liability coverage cannot be excluded.
- 2) OPERATOR will assume all liability for independent suboperators.

AUTOMOBILE LIABILITY

Bodily Injury Liability - Per Person	\$250,000
Bodily Injury Liability - Per Occurrence	\$500,000
Property Damage Liability - Per Occurrence	\$100,000
Garage Liability - Aggregate	\$500,000

NOTE:

Coverage must include all owned, scheduled, hired, and non-owned vehicles.

OTHER:

Garage keepers Legal Liability	\$200,000
On Hooks including Cargo Limit - Light/Medium Trucks	\$50,000
On Hooks including Cargo Limit - Heavy Trucks	\$300,000

The policy must list the City of Amarillo as an "additional insured" and require the company to give CITY 45 days advance notice of non-renewal, cancellation or other material changes by the carrier.

**Failure to maintain the required insurance will result in immediate suspension of OPERATOR from the Rotation Log until such time as proof of the required insurance is provided to CITY.**

**276. TRAINING VEHICLES.** In further consideration to CITY for this Contract, OPERATOR will provide OPERATOR'S proportionate share (on a rotation basis) of a maximum of one hundred (100) junked vehicles required by the Department and the CITY Fire Department for training purposes and shall deliver same to the location designated by the Department or CITY Fire Department. When training exercises have been completed OPERATOR will promptly remove the vehicle(s).

**287. SAVINGS.** In case of any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if

such invalid, illegal or unenforceable provision had never been contained herein.

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**298. NOTICES.** Notice required by this Contract shall be complete upon actual receipt by the party to whom notice is sent. All notices required hereunder shall be hand delivered or mailed certified return receipt requested as follows:

CITY:

Purchasing Agent  
City of Amarillo  
P. O. Box 1971  
509 East 7th Avenue, Room 303  
Amarillo TX 79105-1971

With Copy to:  
Cpt. Brad Lancaster  
Amarillo Police Department

OPERATOR:

Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State & Zip Code \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

or such other address as may be specified by notice in writing.

**3029. WAIVER OR AMENDMENT AND ESTOPPEL.** Waiver, alteration, or modification of any of the provisions of this Contract shall not be binding unless such waiver, alteration, or modification is in writing and signed by an authorized representative of the parties. Failure by either party to enforce a breach of this Contract on one or more occasions shall not constitute a waiver of further breaches or estoppel enforcement on the subsequent occasions.

**310. INDEPENDENT CONTRACTOR.** The relationship created between the parties by this Contract is that of CITY and independent contractor. No agent, employee, or suboperator of OPERATOR is or will be deemed to be the employee, agent or servant of CITY. CITY is interested only in the results obtained under this Contract. The manner and means of conducting the work are

under the sole control of OPERATOR. None of the benefits provided by CITY to its employees, including, but not limited to compensation insurance, hospitalization insurance, or unemployment insurance are available from CITY to the employees, agents, servants or suboperators of OPERATOR.

**321. LABELS.** The titles for each section are for convenience only and are non-substantive, and do not expand or limit the text of the section.

**332. COUNCIL APPROVAL.** Execution of this Contract by CITY is subject to approval by the Amarillo City Council.

**343. NONDISCRIMINATION.** OPERATOR will comply with all federal and state antidiscrimination and civil rights laws in performing services under this Contract.

**354. ASSIGNMENT/TRANSFER.** This Contract cannot be assigned or transferred without CITY'S prior written approval.

**365. COSTS AND ATTORNEYS' FEES.** If either party commences any legal action in a court of law against the other party arising out of this Contract, the prevailing party may recover its litigation expenses, including court costs, expert witness fees, discovery expenses and attorneys' fees.

**376. PRIOR AGREEMENT.** This Agreement supersedes and terminates any prior oral or written understandings or agreements between the parties.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20164.

CITY OF AMARILLO

By: \_\_\_\_\_  
Terry Childers-W. Jarrett Atkinson, Interim City

Manager

ATTEST:

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

OPERATOR

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**EXHIBIT A FEES**

<b>ITEM</b>	<b>10,000 POUNDS OR LESS, FEES NOT TO EXCEED. . .</b>	<b>FOR CITY OF AMARILLO VEHICLES OVER 10,000 POUNDS, FEES NOT TO EXCEED. . .**</b>	<b>NOTES:</b>
Towing charge	\$150.00 for accident tow \$135.00 for non-accident tow	\$150.00 per necessary tow vehicle	There is no mileage allowance for a point-to-point tow within the City.
Clean-up	Included in Tow Charge.	Included in tow charge	At every accident, must pick up glass, metal, plastic debris and properly dispose of such at storage facility.
Dolly	\$25.00 flat fee	-----	-----
Environmental Clean-up	\$25.00 per 15 minute increments. (This is in addition to any fee for time on scene below.)	\$25.00 per 15 minute increments. (This is in addition to any fee for time on scene below.)	Only upon request by police or fire officials at the scene. In addition to removal and disposal of debris (glass, metal, plastic etc.) OPERATOR will clean up of motor vehicle fluids spilled at scene and properly dispose of same in a manner authorized by the EPA and TNRCC. All associated costs in excess of amount paid under this Contract shall be borne by OPERATOR unless authorized by the vehicle owner. OPERATOR must note on tow ticket name of authorizing official, nature and amount of spill.
Storage Fee	If charged not less than \$5 nor more than \$20.00 per day (Vehicles that are 25 feet or less in length)	\$35.00 per day (Vehicles that exceed 25 feet in length)	Shall not charge in excess of one day's storage for a vehicle, which remains in storage less than twelve (12) hours notwithstanding the passage of midnight.
Mileage fee	\$2.00 per mile	\$2.50 per mile	Starts and ends at City limits outbound/inbound.
Time on scene over 15 minutes	\$30.00 per 15 minute increments	\$50.00 per 15 minute increment per necessary tow vehicle	For authorized time at scene in excess of 15 minutes.
Impoundment Fee	\$20.00	\$20.00	
Certified Letter Fee	Not to exceed State Allowable	Not to exceed State Allowable	
After Hours Vehicle/Personal Property Release	\$25.00	\$25.00	

**\*\* ALL TOWS OF NON CITY VEHICLES OVER 10,000 POUNDS WILL BE CHARGED IN ACCORDANCE WITH OPERATOR'S POSTED TDLR RATES.**

**ADDENDUM NO. 1  
TO CONTRACT FOR PARTICIPATION IN CITY OF AMARILLO  
ROTATION LOG FOR WRECKER SERVICES FOR ABANDONED, IMPOUNDED, JUNKED  
AND DISABLED VEHICLES**

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This Addendum is attached to and made a part of that certain Contract for Participation in City of Amarillo Rotation Log for Abandoned, Impounded, Junked and Disabled Vehicles of even date herewith and by and between the City of Amarillo ("CITY") and \_\_\_\_\_ ("OPERATOR"). CITY and OPERATOR hereby agree to add the following "Fuel Surcharge" provision to Exhibit A of said Contract:

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~~\_\_\_\_\_ "FUEL SURCHARGE. \_\_\_\_\_ OPERATOR will be permitted to charge a fuel surcharge in addition to the contractual fees approved in the Contract. The Base Price for calculating this surcharge will be the rack average price per gallon for No. 2 Gross Ultra Low Sulfur Distillate ("No. 2 Distillate") in Amarillo, Texas as set by the Oil Price Information Service ("OPIS") on the March 15, 2011.~~

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~~\_\_\_\_\_ The fuel surcharge will be determined monthly by a formula based on the cost increase of No. 2 Distillate. When the OPIS rack average price for a gallon of No. 2 Distillate in Amarillo, Texas increases by fifty cents (\$0.50) over the Base Price, the OPERATOR will be permitted to charge three dollars (\$3.00) per tow as an additional fuel surcharge to the towing fees. For every fifty cents (\$0.50) increase thereafter the OPERATOR may increase the fuel surcharge by an additional three dollars (\$3.00). Example: Base Price \$3.20 on March 15, 2011, No. 2 Distillate has increased to \$4.20 (increase of \$1.00) on April 15, 2011, OPERATOR entitled to collect a six dollar (\$6.00) fuel surcharge after notification from CITY.~~

~~\_\_\_\_\_ The same methodology shall also be used to reduce or eliminate the fuel surcharge when fuel prices decline.~~

~~\_\_\_\_\_ Whenever the fuel surcharge fees are in effect for tows, all customers will be provided with an itemized explanation of the fuel surcharge fee.~~

~~\_\_\_\_\_ The fuel surcharge, if implemented, will apply only to the actual towing fees and shall not apply towards storage or any other fees. No fuel surcharge fees shall be permitted if the rack average price per gallon of No. 2 Distillate remains below the Base Price plus forty-nine cents (\$0.49). The CITY will not be responsible for any fuel surcharge fees.~~

~~\_\_\_\_\_ The CITY shall advise each OPERATOR by regular first class mail (sent to the address provided in this Contract) of the fuel surcharge calculation and the effective date of any surcharge (increase or decrease) on or about the 15<sup>th</sup> of each month and such calculation shall be and remain in effect until the next monthly review and adjustment."~~

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All terms, conditions, obligations, rights, and provisions of the above-described Contract remain in full force and effect.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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ATTEST: \_\_\_\_\_ CITY OF AMARILLO

\_\_\_\_\_  
By: \_\_\_\_\_  
Frances Hibbs, City Secretary W. Jarrett Atkinson, City Manager

ATTEST: \_\_\_\_\_ OPERATOR

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_

# Amarillo City Council

## Agenda Transmittal Memo



5

<b>Meeting Date</b>	July 5, 2016	<b>Council Priority</b>	Community Appearance
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<b>Department</b>	Planning Department
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### Agenda Caption

Address: 159 West Colorado Ave

This is an ordinance rezoning Lots 15-16, Beckwith Addition, in Section 166, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit for the placement of a Type A Manufactured Home.

### Agenda Item Summary

Homes in the neighborhood appear to be average in both construction and maintenance, with a few which could be considered below average in condition. In a one-block radius, there are several singlewide manufactured homes as well as others beyond a one-block radius. Of these six singlewide manufactured homes, two are located within the same block as the applicant's tract. One of the singlewide manufactured home within the block is associated with Specific Use Permit 105 which allowed for a placement of a singlewide manufactured type A home.

Planning Department staff has reviewed photos of the applicant's singlewide manufactured home and although the proposed manufactured home is not ideal, it is comparable in condition to some area homes. It is worth noting that if approved and prior to a permit being issued, a pre-inspection review to determine overall livability of the home is necessary. Given the area as a whole and that the purpose of this SUP is to place a singlewide manufactured home, staff is in agreement with the market analysis and believes placement of a new Type A Manufactured Home will not have any detrimental impacts on the surrounding area.

### Requested Action

The applicant is requesting a specific use permit for the placement of a Type A (built between 1976 and the current year) Manufactured Home on property zoned Residential District 1.

### Funding Summary

N/A

### Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has not received any comments regarding this request

The item was recommended for approval by the Planning and Zoning Commission at its June 13, 2016

# Amarillo City Council Agenda Transmittal Memo



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Public Meeting.

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### **City Manager Recommendation**

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

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ORDINANCE NO. 7607

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 COLORADO AVENUE & BUCK STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of Lots 15-16, Beckwith Addition, in Section 166, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit for the placement of a Type A Manufactured Home.

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

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

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

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

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

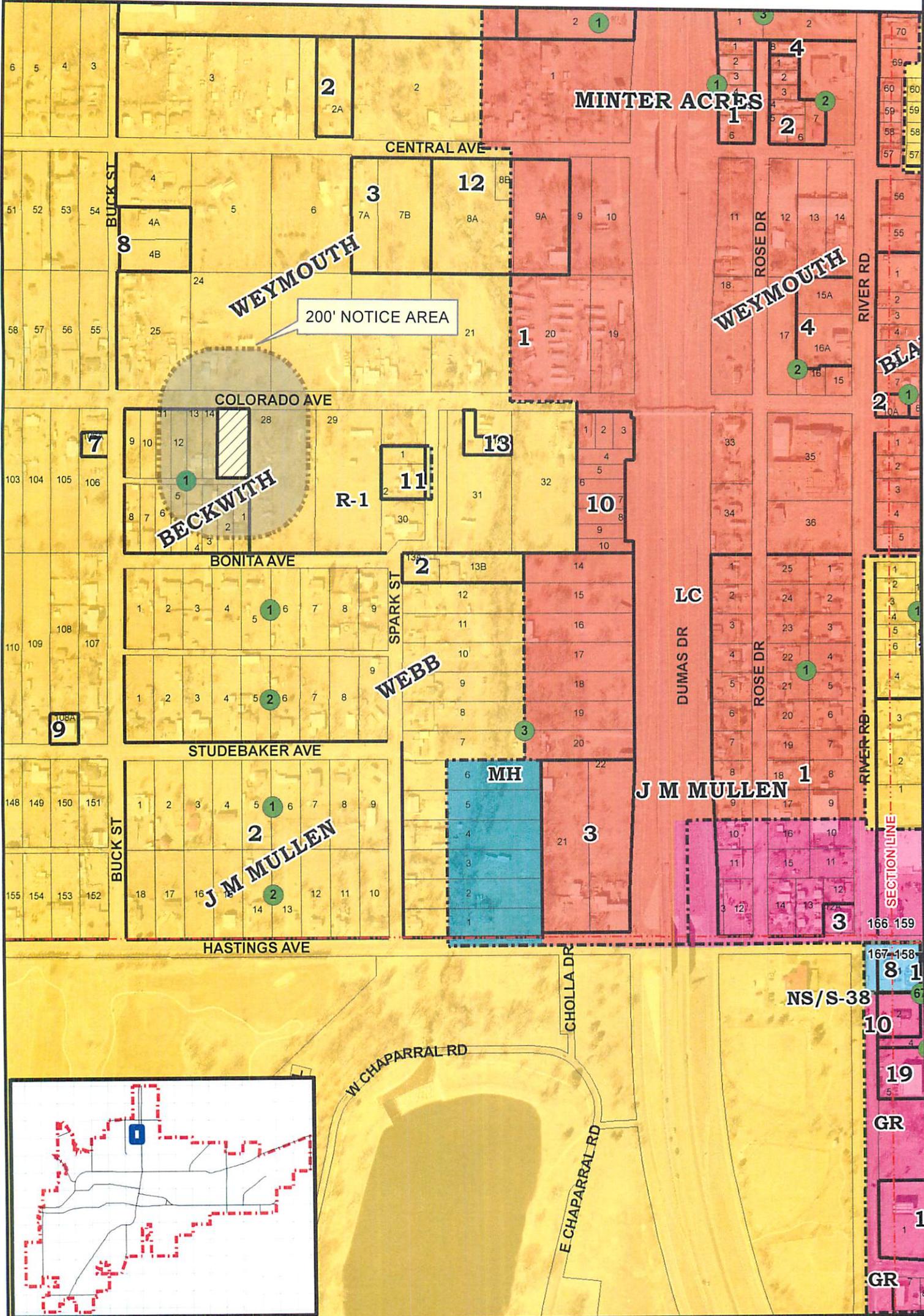
ATTEST:

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

APPROVED AS TO FORM:

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

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



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'  
 Date: 5-20-16  
 Case No: Z-16-21



Z-16-21 Rezoning of Lots 15-16, Beckwith Addition, in Section 166, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Residential District 1 with a Specific Use Permit for the placement of a Type A Manufactured Home.

Applicant: Wanda Selby

Vicinity: Colorado Ave & Buck St

AP: N-8

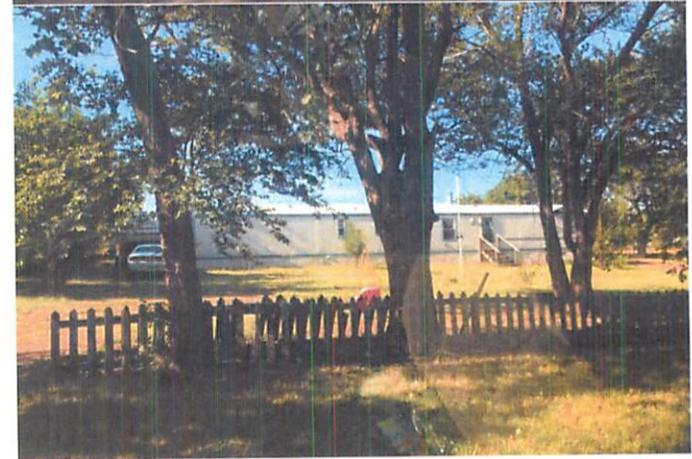
**Proposed Manufactured Home**



**Proposed Site**



**Surrounding Area**





RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: APPROVING AN AMENDMENT TO THE BYLAWS OF THE AMARILLO LOCAL GOVERNMENT CORPORATION; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

**WHEREAS**, pursuant to Article VIII of its Bylaws the Amarillo Local Government Corporation (hereafter, LGC) by Resolution dated June 22, 2016 amended its Bylaws by creating a new Article II, Section 10: *Attendance*, to apply prospectively; and

**WHEREAS**, pursuant to Article VIII of the LGC Bylaws any proposed amendment to its Bylaws must be approved by the Amarillo City Council; and

**WHEREAS**, the City Council finds the Amendment to be in order, and approval thereof to be in the best interests of the City.

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

**SECTION 1.** That Amarillo City Council hereby approves the amendment of Article II, Section 10 of the Bylaws of the Amarillo Local Government, as follows:

Article II, Section 10: Attendance. (a) Board members shall be regular in attendance at all meetings of the Board. (b) Prior to a regular or special meeting of the Board to which a Board member will be absent, the Board member is encouraged to notify the Board Secretary in advance. (c) Each member shall attend seventy-five percent (75%) of the meetings of the Board during their entire term of office. (d) Upon failure of a Board member to satisfy the attendance requirement, the Board shall take official action to advise the City Council of the failure in attendance, and request appointment of a new member to serve in that position.

**SECTION 2.** This Amendment to the Bylaws shall apply prospectively to attendance on and after the date it becomes effective.

**SECTION 3.** 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 4.** That should any word, phrase, or part of this resolution or the Addendum be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part of the resolution or Addendum and such remainder text shall be and continue in effect.

**SECTION 5.** This resolution is effective immediately upon passage.

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, this 12<sup>th</sup> day of July, 2016.

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

ATTEST:

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



06/27/16 \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE AMARILLO CITY COUNCIL ESTABLISHING A PEDESTRIAN AND BICYCLE SAFETY ADVISORY COMMITTEE; DEFINING ITS PURPOSE, ESTABLISHING GUIDELINES FOR APPOINTMENTS TO THE COMMITTEE; PROVIDING FOR THE COMMITTEE'S DUTIES AND RESPONSIBILITIES; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, many citizens of the City of Amarillo wish to walk and bike for their health or for transportation to local destinations, and

WHEREAS, the safety of those who wish to walk and bike is a priority of the City Council, and

WHEREAS, the City Council wishes to involve citizens with an interest in or affiliation with recognized groups representing the walkers and bicyclists to identify safety concerns and offer recommended solutions for those concerns;

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

**SECTION 1.** There is hereby established "City of Amarillo Pedestrian and Bicycle Safety Advisory Committee," hereinafter referred to as "the Committee."

**SECTION 2.** The purpose of the Committee shall be advisory only; to provide recommendations to the City Council on the following:

- a. Research pedestrian and bicycle safety concerns.
- b. Recommend policies and programs for the resolutions for the pedestrian and bicycle safety concerns.
- c. Encourage citizen participation in identifying bicycle and pedestrian safety problems and concerns.
- d. Upon request of the Parks and Recreation Board, Planning and Zoning Commission, and Traffic Advisory Board, consult in the development of a bicycle and pedestrian master plan.

**SECTION 3. Members.** The Committee shall consist of 7 members with 5 being citizens of the City of Amarillo, the Chair of the Traffic Advisory Board, a member of the City Council, and an ex-officio staff liaison. The staff liaison shall serve as the secretary of the Committee.

**SECTION 4. Authority.** The Committee shall be governed by the City of Amarillo Code of Ordinances, Chapter 2-6, Article I.

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

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

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_

Paul Harpole, Mayor

ATTEST:

\_\_\_\_\_

Frances Hibbs, City Secretary

06/28/16 \_\_\_\_\_



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE AMARILLO CITY COUNCIL ESTABLISHING AN ENVIRONMENTAL TASK FORCE; DEFINING ITS PURPOSE, ESTABLISHING GUIDELINES FOR APPOINTMENTS TO THE TASK FORCE; PROVIDING FOR THE TASK FORCE'S DUTIES AND RESPONSIBILITIES; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

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WHEREAS, our environment should be protected for the health and safety of all citizens now and in the future; and

WHEREAS, recycling of municipal waste would improve the environment in the City of Amarillo, and

WHEREAS, determining what recycling options are available requires research and public input, and

WHEREAS, the City Council wishes to involve citizens with an interest in recycling and other environmental concerns in the process of researching and evaluating methods to improve our environment;

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

**SECTION 1.** There is hereby established "City of Amarillo Environmental Task Force," hereinafter referred to as "the Task Force."

**SECTION 2.** The purpose of the Task Force shall be advisory only; to provide recommendations to the City Manager and the City Council on the following:

- a. Research and evaluate recycling options for the City.
- b. Identify other environmental concerns.
- c. Research and evaluate other environmental concerns as directed by the City Council.

**SECTION 3. Members.** The Committee shall consist of 7 members with 6 being citizens of the City of Amarillo, a member of the City Council, and an ex-officio staff liaison. The staff liaison shall serve as the secretary of the Committee.

**SECTION 4. Authority.** The Committee shall be governed by the City of Amarillo Code of Ordinances, Chapter 2-6, Article I.

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

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

**BE IT FURTHER RESOLVED:**

The Task Force will provide periodic reports to the City Council on recycling options and shall provide a draft final report to the City Council no later than \_\_\_\_\_, 2017.

The Task Force expires upon the completion of its assigned tasks or one year after the effective date of this Resolution, whichever is sooner.

**INTRODUCED AND PASSED** by the City Council of the City of Amarillo, Texas, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

ATTEST:

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

# Amarillo City Council Agenda Transmittal Memo



Meeting Date	7/12/2016	Council Priority	Infrastructure
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Department	Facilities 1252
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### Agenda Caption

**Award – Simms Municipal Building 808 South Buchanan Parking Lot Demo and New Parking lot Replacement with Streetscape on 9<sup>th</sup> street.**

It is recommended that the construction contract be awarded to A&S General Contractors Inc. in the amount of \$228,114.00

### Agenda Item Summary

### Requested Action

Approval and Award of Bid

### Funding Summary

General Fund account # 411044.17400.1040 account balance \$374,959.07

### Community Engagement Summary

N/A

### Staff Recommendation

Award – Simms Municipal Building 808 South Buchanan Parking Lot Demo and New Parking lot Replacement with Streetscape on 9<sup>th</sup> street.

It is recommended that the construction contract be awarded to A&S General Contractors Inc. in the amount of \$228,114.00

Bid No. 5446 Simms Municipal Building New Parking and Streetscapes  
 Opened 4:00 p.m., June 23, 2016

To be awarded as one lot	A & S General Contractors	Tri-State General Contracting Group, Inc	Walkcon LTD
Line 1 Furnish all necessary Superintendence, Labor, Material Tools, Equipment, Machinery, Apparatus and whatever else may be neccessar to complete all work, Romove and replace Asphalt, Concrete and Lighting, per specifications			
1 ea			
Unit Price	\$228,114.000	\$228,400.00	\$252,488.000
Extended Price	228,114.00	228,400.00	252,488.00
<b>Bid Total</b>	<b>228,114.00</b>	228,400.00	252,488.00
Award to Vendor	228,114.00		

# Amarillo City Council Agenda Transmittal Memo



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Meeting Date	7/12/2016	Council Priority	Infrastructure
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Department	Facilities 1252
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### Agenda Caption

**Award – Amarillo Police Department Storage Facility Site Work, Foundation, & Building Floor Slab located at 2401 Prairie Dog Lane**

It is recommended that the construction contract be awarded to Tri-State General Contracting Inc. in the amount of \$169,000.00

### Agenda Item Summary

### Requested Action

Approval and Award of Bid

### Funding Summary

General Fund account # 410703.17400.1040 account balance \$369,757.89

### Community Engagement Summary

N/A

### Staff Recommendation

Award – Amarillo Police Department Storage Facility Site Work, Foundation, & Building Floor Slab located at 2401 Prairie Dog Lane

It is recommended that the construction contract be awarded to Tri-State General Contracting Inc. in the amount of \$169,000.00

Bid No. 5435 APD Storage Facility Site Work, Foundation, Building Floor Slab  
 Opened 4:00 p.m., June 23, 2016

To be awarded as one lot	Tri-State General Contracting	Talon LPE Ltd
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	\$169,000.000	\$186,914.00
Extended Price	169,000.00	186,914.00
Base Bid Total	169,000.00	186,914.00
Line 2 Alternate Piers, per specifications		
1 ea		
Unit Price	\$17,500.000	\$7,200.00
Extended Price	17,500.00	7,200.00
Alternate Total	17,500.00	7,200.00
Bid Total	186,500.00	194,114.00
Award to Vendor Base Bid Only	169,000.00	

# Amarillo City Council Agenda Transmittal Memo



Meeting Date	7/12/2016	Council Priority	Infrastructure Initiative
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Department	Capital Projects & Development Engineering
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## Agenda Caption

Award – Hillside Terrace Estates 30" Sewer Replacement Contract 1– Soncy Road to Arden Road Project  
Condie Construction Company, Inc. - \$ 986,565.00

This item is to approve the contract for construction services for Condie Construction Company, Inc. to replace and install 30-inch sewer line along Soncy Road to Arden Road.

## Agenda Item Summary

Award of contract for construction services for the replacement of existing 30-inch pipeline from Soncy Road/Perry Avenue to Arden Road. Project includes the installation of new fiberglass pipe. The project will secure sanitary sewer services for development in the area.

## Requested Action

Consider project for approval and award to Condie Construction Company, Inc. - \$ 986,565.00

## Funding Summary

Funding for this project is available in the Project Budget Number 521943.17400.1090

## Community Engagement Summary

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

## Staff Recommendation

City Staff is recommending approval and award of the contract.

Bid No. 5418 Hillside Terrace Estates 30" Sewer Replacement Contract 1 Soncy Rd to Arden Rd Project  
 Opened 4:00 p.m., May 26, 2016

To be awarded as one lot	Condie Construction Co Inc	Spieess Construction Co Inc	West Texas Utility Contractors	J & H Services Inc	LA Fuller and Sons Construction LTD	Amarillo Utility Contractors	Williams Ditching LLC
Line 1 Allowance for mobilization and Demobilization, insurance, bonds and related ancillary costs, a maximum of 5% of the Contract Amount ___Dollars and ___Cents per Lump Sum, per specifications							
1 LS							
Unit Price	\$45,000.000	\$50,000.00	\$38,298.000	\$50,000.00	\$50,734.00	\$55,000.00	\$66,039.58
Extended Price	45,000.00	50,000.00	38,298.00	50,000.00	50,734.00	55,000.00	66,039.58
Line 2 30-inch FRP Wasteware Pipe, 0' - 15' Depth, ___Dollars and ___Cents per Linear Foot, per specifications							
2,850 LF							
Unit Price	\$174.000	\$219.00	\$176.500	\$197.00	\$171.46	\$230.00	\$273.64
Extended Price	495,900.00	624,150.00	503,025.00	561,450.00	488,661.00	655,500.00	779,874.00
Line 3 Tunnel, Auger bore ___Dollars and ___Cents per Linear Foot, per specifications							
70 LF							
Unit Price	\$1,522.000	\$1,000.00	\$1,687.000	\$848.00	\$1,639.00	\$1,900.00	\$1,407.11
Extended Price	106,540.00	70,000.00	118,090.00	59,360.00	114,730.00	133,000.00	98,497.70
Line 4 18-inch PVC C-905 Pipe, 0' - 15' Depth ___Dollars and ___Cents per Linear Foot, per specifications							
103 LF							
Unit Price	\$165.000	\$250.00	\$403.000	\$82.00	\$101.00	\$220.00	\$171.30
Extended Price	16,995.00	25,750.00	41,509.00	8,446.00	10,403.00	22,660.00	17,643.90
Line 5 Remove, Salvage and Replace 6-ft FRP Manholes ___Dollars and ___Cents per Each, per specifications							
5 EA							
Unit Price	\$15,750.000	\$20,000.00	\$20,430.800	\$22,865.00	\$20,534.00	\$22,000.00	\$23,805.35
Extended Price	78,750.00	100,000.00	102,154.00	114,325.00	102,670.00	110,000.00	119,026.75
Line 6 Connection of new FRP pipe with existing MH-27 at STA 28+46.16 ___Dollars and ___Cents, per specifications							
1 EA							
Unit Price	\$3,950.000	\$30,000.00	\$5,192.000	\$6,625.00	\$10,648.00	\$2,000.00	\$12,470.56
Extended Price	3,950.00	30,000.00	5,192.00	6,625.00	10,648.00	2,000.00	12,470.56

To be awarded as one lot	Condie Construction Co Inc	Spieess Construction Co Inc	West Texas Utility Contractors	J & H Services Inc	LA Fuller and Sons Construction LTD	Amarillo Utility Contractors	Williams Ditching LLC
Line 7 Remove and Salvage one (1) 6-ft FRP Manhole (MH-190) at STA 22+22.30__Dollars and __Cents per Each, per specifications							
1 EA							
Unit Price	\$2,380.000	\$10,000.00	\$8,828.000	\$5,765.00	\$3,036.00	\$2,000.00	\$4,232.29
Extended Price	2,380.00	10,000.00	8,828.00	5,765.00	3,036.00	2,000.00	4,232.29
Line 8 Bypass Pumping __Dollars and Cents per diam-inchxt, per specifications							
6 Dia-inch							
Unit Price	\$23,620.000	\$5,000.00	\$12,667.670	\$36,000.00	\$31,151.00	\$26,000.00	\$11,069.16
Extended Price	141,720.00	30,000.00	76,006.02	216,000.00	186,906.00	156,000.00	66,414.96
Line 9 Furnish, Install and Maintain Trench Safety System complying with OSHA rules and regulations __Dollars and __Cents per Linear Foot, per specifications							
2,850 LF							
Unit Price	\$1.000	\$2.00	\$3.500	\$10.40	\$3.30	\$1.00	\$1.15
Extended Price	2,850.00	5,700.00	9,975.00	29,640.00	9,405.00	2,850.00	3,277.50
Line 10 Hydromulch __Dollars and __Cents per Acre, per specifications							
3 AC							
Unit Price	\$4,300.000	\$1,000.00	\$6,721.000	\$5,800.00	\$37,748.00	\$9,000.00	\$33,406.79
Extended Price	12,900.00	3,000.00	20,163.00	17,400.00	113,244.00	27,000.00	100,220.37
Line 11 Sodding & Surface Restoration __Dollars and __Cents per Lump Sum, per specifications							
1 LS							
Unit Price	\$9,800.000	\$10,000.00	\$50,649.000	\$31,950.00	\$26,257.00	\$10,000.00	\$63,241.77
Extended Price	9,800.00	10,000.00	50,649.00	31,950.00	26,257.00	10,000.00	63,241.77
Line 12 Pavement Replacement/Repair __Dollars and __Cents per Square Yard, per specifications							
28 SY							
Unit Price	\$160.000	\$50.00	\$71.000	\$160.00	\$138.00	\$125.00	\$315.21
Extended Price	4,480.00	1,400.00	1,988.00	4,480.00	3,864.00	3,500.00	8,825.88
Line 13 Additional rock for Trench foundation stabilization, as Directed __Dollars and __Cents per Cubic Yard, per specifications							
200 CY							
Unit Price	\$99.000	\$35.00	\$82.860	\$160.00	\$57.70	\$235.00	\$39.05
Extended Price	19,800.00	7,000.00	16,572.00	32,000.00	11,540.00	47,000.00	7,810.00

To be awarded as one lot	Condie Construction Co Inc	Spiess Construction Co Inc	West Texas Utility Contractors	J & H Services Inc	LA Fuller and Sons Construction LTD	Amarillo Utility Contractors	Williams Ditching LLC
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Line 14 Allowance for Xcel Energy to compensate for their cost for Supervision and related ancillary costs, as Directed \_\_\_Dollars and \_\_\_Cents per Lump Sum, per specifications

1 LS							
Unit Price	\$30,000.000	\$30,000.000	\$30,000.000	\$30,000.000	\$30,000.000	\$30,000.000	\$30,000.000
Extended Price		30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00

Line 15 Storm Water Pollution Prevention Plan \_\_\_Dollars and \_\_\_Cents per Lump Sum, per specifications

1 LS							
Unit Price	\$15,500.000	\$15,000.00	\$8,832.000	\$13,500.00	\$27,953.00	\$5,000.00	\$14,846.80
Extended Price		15,500.00	15,000.00	8,832.00	13,500.00	27,953.00	5,000.00

Bid Total		986,565.00	1,012,000.00	1,031,281.02	1,180,941.00	1,190,051.00	1,261,510.00	1,392,422.06
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Award to Vendor 986,565.00

PURCHASING DEPARTMENT

BID EVALUATION AND RECOMMENDATION FORM

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

DATE June 28, 2016

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

BID ITEM: Hillside Terrace Estates 30" Sewer Replacement Contract 1 – Soncy Road to Arden Road Project

BID NO.: 5418

DEPARTMENT: Director of Capital Projects and Project Engineering

DEPARTMENT HEAD APPROVAL  DATE 6-28-16

DIVISION DIRECTOR APPROVAL  DATE 6/28/16

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

**1. ITEM USE; PROJECT DESCRIPTION:**

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

Construction services to replace clay pipe with new fiberglass-reinforced plastic (FRP) pipe from Soncy to Arden.

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

Replace sewer lines

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

See attached.

**2. BID EVALUATION; RECOMMENDATION:**

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

Condie Construction Company, Inc. \$986,565.00

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

Yes.

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

Yes.

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

N/A

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

N/A

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

N/A

3. **FUNDING SOURCE:**

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

521943.17400.1090 Emergency Repair                      No state and/or federal funds.

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

Budget Account 521943.17400.1090 Emergency Repair \$1,100,000.00

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

Bid Price \$986,565.00 vs. Budget estimate \$1,100,000.00

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

October 24, 2014

- Sewer Manholes
- Sewer Mains
- ▭ City Limit



1" = 300'

Capital Projects and Development Engineering  
 Simms Municipal Building  
 PH: 806-378-6025



DISCLAIMER: The City of Amarillo is providing this information as a public service. The data shown is for information purposes only and except where noted, all of the data or features shown or depicted on this map is not to be construed or interpreted as accurate and/or reliable. The City of Amarillo assumes no liability or responsibility for any discrepancies or errors for the use of the information provided.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



# Amarillo City Council Agenda Transmittal Memo



D

Meeting Date	July 12, 2016	Council Priority	Infrastructure Initiative
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Department	Capital Projects & Development Engineering
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## Agenda Caption

**Award – SE 3<sup>rd</sup> Avenue Lift Station Storm Sewer Force Main Replacement:  
Amarillo Utility Contractors-\$238,000.00**

This item is to approve the contract for the Emergency Repair of SE 3<sup>rd</sup> Avenue Lift Station Storm Sewer Force Main Replacement. This project will replace damaged storm sewer force main in SE 3<sup>rd</sup> Ave and repairs damage to infrastructure due to failed force main. Funding for this project was approved utilizing the Drainage Utility Fund.

## Agenda Item Summary

**Award of Contract for the Emergency Repair of SE 3<sup>rd</sup> Avenue Lift Station Storm Sewer Force Main Replacement**

## Requested Action

**Consider approval and award to Amarillo Utility Contractors-\$238,000.00**

## Funding Summary

**Funding for this project is available in the project Budget Number 560084.17400.1040.**

## Community Engagement Summary

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

## Staff Recommendation

**City Staff is recommending approval and award of the contract.**

Bid No. 5469 SE 3RD AVENUE LIFT STATION FORCE MAIN  
Opened 4:00 p.m. July 6, 2016

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To be awarded as one lot

AMARILLO UTILITY  
CONTRACTORS

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Line 1 Maintenance and repair, sewer  
and storm drain (including rem preform  
all work as per specifications for job no.  
560084 and quote from Amarillo utility  
contractors dated, per specifications

1 ea

Unit Price \$238,000.000

Extended Price 238,000.00

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Bid Total 238,000.00

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Award by Vendor 238,000.00

# Amarillo City Council

## Agenda Transmittal Memo



E

Meeting Date	July 12, 2016	Council Priority	Infrastructure Initiative
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Department	Capital Projects and Development Engineering
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### Agenda Caption

Approval – Addendum Four (4) – Job# 521941: 24<sup>th</sup> Pipeline 48” Well Water Transfer Line

Original Contract: \$ 1,525,054.00  
Previous Addendums: (\$236,500.00)  
Current Addendum: \$9,679.00  
For a total of Addendums (\$226,821.00)  
Revised Contract: \$1,298,233.00

This item approves Addendum Four (4) to the Professional Service Agreement with HDR Engineering, Inc. to allow for additional construction observation services lump sum fee outlined in the addendum.

### Agenda Item Summary

Addendum Four (4) is to increase and revise the agreement total contract amount.

### Requested Action

Consider and approval of Addendum Four (4)

### Funding Summary

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

### Community Engagement Summary

N/A

### Staff Recommendation

City Staff is recommending approval of Addendum Four (4)

ADDENDUM #4 TO AGREEMENT  
FOR  
ENGINEERING SERVICES  
24<sup>th</sup> Street Water Transfer Pipeline to Osage WTP

WHEREAS:

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

OWNER desires to amend this Agreement in order for ENGINEER to perform services beyond those previously contemplated;

ENGINEER is willing to amend the Agreement and perform the additional following engineering services:

1. Subconsultant Services – ENGINEER will obtain additional services of resident construction observation personnel to continue full-time construction observation from May 1, 2016 through September 30, 2016, call for material testing services, photograph construction, complete TWDB daily construction logs, and report progress to the ENGINEER and OWNER.
2. Interior Pipeline Inspection – ENGINEER will spend one day with two personnel in the field with the Contractor and ENGINEER's resident construction inspector to view the damaged portions of the pipeline. ENGINEER will evaluate the damage with visual inspection and sounding hammers inside the pipe to determine the extent of the damage to the interior motor lining and the deflection of the pipe. ENGINEER will submit a report to the OWNER and the Contractor that details the required repairs to each joint of damaged pipe.

The services described above will be broken down into the following tasks:

- Task 1 – Subconsultant Services to provide Construction Observation from May 1, 2016 to September 30, 2016.
- Task 2 – ENGINEER Interior Pipe Inspection and Report Requirements to the Contractor for Repair.

NOW, THEREFORE, ENGINEER and OWNER do hereby agree:

The additional lump sum fee for the ENGINEER to perform the services outlined in this Addendum is \$0.

The time and materials portion of the fee is being modified as follows:

- ROW and Acquisition Support are being reduced from the original \$35,000 to 22,810.
- Material Testing Services are being reduced from the original \$75,000 to 40,000.
- Construction Observation Services are being increased from the agreed to 126,500 to 164,011 to cover the additional time detailed in this Addendum #4.
- The Lump Sum portion is being increased \$9,679 to cover Task 1 administration costs and all of Task 2.

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

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

"A Lump Sum amount not to exceed a total Lump Sum amount of \$1,298,233 for the entire project."

Exhibit B from the original Agreement, 2., shall be replaced in its entirety with the following:

"2. For ROW and Acquisition Support, Construction Observation, Materials Testing Services, and Additional Services Requiring Authorization: The OWNER shall pay ENGINEER for these Services as follows:

-ROW and Acquisition Support (as requested by OWNER)	\$22,810	Not to Exceed
-Construction Observation	\$164,011	Not to Exceed
-Materials Testing Services (on-call services)	\$40,000	Not to Exceed
-Additional Services Requiring OWNER Authorization	Determined/Negotiated"	

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

HDR ENGINEERING, INC. ("ENGINEER")

CITY OF AMARILLO ("OWNER")

By: 

By: \_\_\_\_\_

Its: Vice President

Its: \_\_\_\_\_

Date: 7/7/16

Date: \_\_\_\_\_

# Amarillo City Council Agenda Transmittal Memo



F

<b>Meeting Date</b>	July 12, 2016	<b>Council Priority</b>	Regular – Consent Agenda
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<b>Department</b>	Community Development
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## Agenda Caption

Acceptance of Continuum of Care grant for Shelter Plus Care Program.

## Agenda Item Summary

Through the Continuum of Care grant from the Department of Housing and Urban Development, the Community Development Department administers rental assistance to homeless persons with disabilities who receive mental health services at Texas Panhandle Centers.

## Requested Action

Please place on the July 12, 2016 consent agenda to approve execution of the grant agreement.

## Funding Summary

The City of Amarillo has been awarded \$401,148 for Shelter Plus Care Grant program which operates June 1, 2016 through May 31, 2016.

## Community Engagement Summary

The application for the Shelter Plus Care grant was reviewed and selected by the Amarillo Continuum of Care committee for submission to HUD in November, 2015.

## Staff Recommendation

Please execute all 3 copies of the grant agreement and return to Community Development for submission to HUD.

**Recipient: City of Amarillo, Texas**  
**Tax ID No.: 75-6000444**  
**CoC Program Grant Number: TX0153L6T111508**  
**Effective Date:**  
**DUNS No.: 065032807**

**CONTINUUM OF CARE PROGRAM**  
**Grant Agreement**

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Amarillo, Texas (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 *et seq.* (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those projects listed, and only in the amounts listed on a Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of

the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in

the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

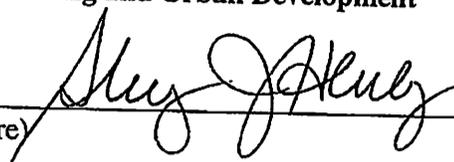
HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

BY:   
(Signature)

Shirley J. Henley, CPD Director  
(Typed Name and Title)

7/5/16  
(Date)

**RECIPIENT**

City of Amarillo, Texas  
(Name of Organization)

BY: \_\_\_\_\_  
(Signature of Authorized Official)

Michelle Bonner, Assistant City Manager  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)



costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.

6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

**Recipient: City of Amarillo, Texas**  
**Tax ID No.: 75-6000444**  
**CoC Program Grant Number: TX0153L6T111508**  
**Effective Date:**  
**DUNS No.: 065032807**

**FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE**

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
<u>TX0153L6T111508</u>	<u>City of Amarillo</u>	<u>54.95</u> %	<u>Total Salaries and Benefits</u>

**BOARDS AND COMMISSIONS – VACANCIES**



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

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

Canadian River Municipal Water Authority (2-year terms)

08/06/2002	William Hallerberg	07/31/2016
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Emergency Care Advisory Board (3-year terms)

10/01/2013	Stephen Neumann	04/21/2018 (resigned)
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Planning and Zoning Commission (3-year terms)

06/28/2011	David Craig	05/15/2016
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Traffic Advisory Board (3-year term)

04/27/2010	D.J. Stubben	05/07/2016
10/15/2013	Barbara Richardson	07/01/2016