

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, JULY 26, 2016 AT 12:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
 - (2) Presentation and discussion on Capital Investment Plan – Project Prioritization;
 - (3) Presentation and discussion on CIP Community Engagement Report; and
 - (4) Consider future Agenda items and request reports from City Manager.

REGULAR MEETING ITEMS

INVOCATION: Vicki Hooker, No Boundaries International

PROCLAMATION: “Recognition of Brian J. Eades”
“Teen Christmas Week”

1. **MINUTES:**
Approval of the City Council minutes of the regular meeting held on July 19, 2016.
2. **ORDINANCE NO. 7608:**
This is the second and final reading of an ordinance rezoning of Lots 11 and 12, Ridgecrest Addition, in Section 7, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to planned development district for professional and general office uses. (Address: 3620 South Western Street.)
3. **RESOLUTION – CALLING A PUBLIC HEARING TO DETERMINE WHETHER CERTAIN CONDITIONS DESCRIBED HEREIN CONSTITUTE A PUBLIC NUISANCE AT THE LOCATION(S) STATED:**
This resolution sets the date and time for a public hearing on August 16, 2016, at 5:00 p.m. to determine if the property at 5102 Oregon Trail constitutes a public nuisance and thereby requiring the removal of such accumulations. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing.
4. **CONSENT AGENDA:**
It is recommended that the following items be approved and that the City Manager be authorized to execute all documents necessary for each transaction:
 - A. **Award – Purchase of Groundwater Rights:**
This contract in the amount of \$384,000 is for the purchase of groundwater rights to add 1,280 acres in Ochiltree County.
 - B. **Approval – Interlocal Agreement between the City of Amarillo and Canyon Independent School District:**
This item is the approval of an Interlocal Agreement between the City of Amarillo and Canyon Independent School District (CISD), granting CISD to construct improvements to Stone Meadow and Meadow Ridge adjacent to CISD new intermediate school in Randall County, Texas.

- C. Approval – License and Hold Harmless Agreement:
License and Hold Harmless Agreement for the installation of groundwater monitoring wells in public right-of-way in Section 228, Block 2, AB&M Survey, Randall County.
- D. Approval – Amendment #3, Task Order #15, KSA Engineers for Rick Husband Amarillo International Airport:
KSA Engineers -- \$76,681.10
This item approves Amendment #3, Task Order #15, KSA Engineers for the Rick Husband Amarillo International Airport. This amendment outlines the requirements for monitoring wells and quarterly testing per the TCEQ Risk Based Assessment for the East Side Drainage Project.
- E. Approval – Aviation Clear Zone Easements:
- 1) Aviation Clear Zone Easement being 3,755 feet MSL above the plat of Centerport Addition Unit No. 7, an addition to the City of Amarillo, being a replat of Lot 1, Block 2, Centerport Addition Unit No. 4, out of Section 72, Block 2, AB&M Survey, Potter County, Texas.
 - 2) Aviation Clear Zone Easement being 4,650 feet MSL above the plat of Holland Acres Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 175, Block 2, AB&M Survey, Randall County, Texas.

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

Posted this 22nd day of July 2016.

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

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 19th day of July 2016, the Amarillo City Council met at 3:00 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 Mayor Paul Harpole. 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 July 12, 2016. Motion was made by Councilmember Burkett to approve the minutes; motion was seconded by Councilmember Demerson, and unanimously carried to approve the minutes.

ITEM 2: Mayor Harpole presented the first reading of an ordinance to consider amending the Amarillo Municipal Code, Chapter 4-2, Signs, to provide revisions of sign definitions and temporary sign regulations. Mayor Harpole asked to remove this item for the Sign Committee to work out the details. Motion was made by Councilmember Burkett, seconded by Councilmember Nair, that the following captioned ordinance be removed:

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 3: Mayor Harpole presented the first reading of an ordinance rezoning of Lots 11 and 12, Ridgcrest Addition, in Section 7, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to planned development district for professional and general office uses. (Address: 3620 South Western Street.) David Thurston, 3619 Thurman Street, stated his property backs up to this property and inquired as to what business could occupy the space. David Soto, Planner I, stated the rezoning would be office zoning and the applicant stated professional and office uses such as a doctor's office, insurance agent, etc. James Schenck, 6216 Gainsborough Street, inquired as to how he would be assured it would stay zoned as offices. Kelley Shaw, Housing Administrator, replied the rezoning was a change from Residential 1 to planned

development district to allow for office space, screened and landscaping. Motion was made by Councilmember Nair seconded by Councilmember Demerson, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7608

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 WESTERN STREET AND THIRTY-SEVENTH AVENUE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 4: Mayor Harpole presented a resolution setting the date and time for a public hearing on August 9, 2016, at 5:00 p.m. to determine if the property at 601 West Amarillo Boulevard constitutes a public nuisance and thereby requiring the removal of such accumulations. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing.

Councilmember Burkett inquired if there was any response from the property owner. Randy Schuster, Deputy Building Safety, stated they had received a telephone call from Mr. Robert Swan after it was posted. He wanted to know what he could do. Mr. Childers stated this has been ongoing for eight to ten years and nothing has been delivered from the numerous requests for extensions. Councilmember Demerson stated he appreciated the diligent efforts bringing this to a resolution. Mayor Harpole stated it has been a blight to the community for many years. Motion was made by Councilmember Nair, seconded by Councilmember Burkett, that the following captioned resolution be passed:

RESOLUTION NO. 07-19-16-1

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

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

ITEM 5: Mayor Harpole presented a resolution conducting a public hearing for the review and adoption of the 2016-2017 Community Development Block Grant Annual Action Plan which addresses funding to low to moderate income individuals and communities in accordance with HUD regulations and utilizing citizen input to allocate resources. Mayor Harpole opened the public hearing. Mr. Childers stated this annual presentation goes through and identifies the needs and allocates funding proposals based on the number of requests received from the community. James Allen, thanked his staff and the volunteers on the Committee. Mr. Allen presented the Community Development Block Grant Annual Action Plan 2016-2017 Community Development Advisory Committee (CDAC) Funding Recommendations.

Nancy Koons, Catholic Charities, 200 South Tyler Street, commended the Community Development staff and noted the ripple effects of the recipients. Carolyn Thornton, 4101 Southwest 45th Avenue, inquired as to the accountability of United Way and she would like to see better treatment of the homeless. Nancy Koons, Catholic Charities, stated they were one of several tenants in the building and they were relocating to the Armory building at 2801 Duniven Circle. They would continue the hunger program store. Councilmember Demerson inquired as to the services being dispersed across the city and how people who need the services the most could get those services.

Susan Barros, United Way, stated at one time Guyon Saunders Resource Center was a one stop shop. Catholic Charities were the only tenant upstairs and they have been unable to identify an agency who could take use the space. Tenants share the costs of the building, and if no other agency the business model collapses. United Way is currently looking for a new space for a day room. Nancy Koons stated the hunger project participants are not homeless recipients. Councilmember Demerson inquired if there was anything the City could do to facilitate these critical services to the people who need them the most. Mayor Harpole closed the public hearing. Motion was made by Councilmember Eades, seconded by Councilmember Demerson, that the following captioned resolution be passed:

RESOLUTION NO. 07-19-16-2

A RESOLUTION CONDUCTING A PUBLIC HEARING AND APPROVING THE 2016-2017 ANNUAL ACTION PLAN AND AUTHORIZING THE CITY MANAGER AS CHIEF ADMINISTRATIVE OFFICER TO EXECUTE AND FILE SAID PLAN WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; PROVIDING AND EFFECTIVE DATE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE.

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

ITEM 6: Mayor Harpole presented a resolution conducting a public hearing for the review and adoption of the 2016-2017 Public Housing Authority (PHA) Annual Action Plan and Housing Choice Voucher Program Administrative Plan, as required by the Department of Housing and Urban Development. The Annual Plan was reviewed and recommended for approval by the Tenant Advisory Committee and the Community Development Advisory Committee. The PHA plan has been available for public comment for 45 days from May 27, 2016 through July 10, 2016. Mayor Harpole opened the public hearing. Kelley Shaw, Housing Administrator, stated the Consolidated Plan is done annually. The Consolidated Plan are guides for the use of the funds of several HUD funds and summary of activity or actions done that year. The Administrative Plan are the policy's guidelines or the framework to administer the program. Mayor Harpole closed the public hearing. Motion was made by Councilmember Nair, seconded by Councilmember Demerson, that the following captioned resolution be passed:

RESOLUTION NO. 07-19-16-3

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS: CONDUCTING A PUBLIC HEARING AND AUTHORIZING THE ADOPTION OF THE 2016-2017 PUBLIC HOUSING AGENCY ANNUAL PLAN AS REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF HOUSING AND URBAN DEVELOPMENT; AN EFFECTIVE DATE; PROVIDING A REPEALER CLAUSE PROVISION A SAVINGS CLAUSE.

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

ITEM 7: Mayor Harpole presented a resolution conducting a public hearing on the FY 2017 Program of Projects and authorizes the City of Amarillo to submit a grant application to the Federal Transit Administration and the Texas Department of Transportation (TXDOT) for fiscal year 2016-2017 operating and capital assistance for the Amarillo City Transit Department. The City will receive an allocation from both the Federal Transit Administration and the Texas Department of Transportation. Mayor Harpole opened the public hearing.

Mr. Childers stated this item was subject to a public hearing for securing funding for the transit program. This program application does not address any of the previously discussed previous changes but was for an application to fund a feasibility study to improve the capabilities and delivery of the services in the Transit system. The current system funding does provide for the feasibility study. Councilmember Burkett inquired about areas with in bus benches and if they try to work with the landowners. Ms. Phelps stated Phase 5 includes over 100 requests for additional bus benches. The City's Engineering Department will start in November to review the surveys and work

with property owners. Councilmember Demerson inquired as to the bus stops shelters that do not have the ADA requirements. Ms. Phelps replied that many of the older shelters were grandfathered. Lila Ford Mitchell, 3124 Redwood Street, stated the current transit system is bad.

Ms. Phelps presented costs to extend the bus services for one hour a day and if they expand the fixed route operations they are required to expand the paratransit operations. Councilmember Demerson stated the need for a feasibility study to make sure we are receiving the maximum use out of our buses. Ms. Phelps stated serving the citizens is not an easy accomplishment. It takes additional time to deploy the lift, pay fares, and all routes run late. It is a complicated and complex problem. Councilmember Burkett inquired as to the average age of the buses. Ms. Phelps stated if the lifts are not working the bus has to be taken out of service.

Marcy Mitchell, 101 North Adams Street, inquired about accommodations for the sound impaired or blind people. Ms. Phelps stated they do use a stop announcing system as a requirement of ADA. Mary Quall(sp), 2012 Northwest 13th Avenue, inquired if there was any way to adjust the bus schedules for people who have to go to work. Allen Finegold, 2601 North Grand Street, stated the need to hire electronics and scheduling experts to help out with problems and a need for an express bus system. Mayor Harpole closed the public hearing. Motion was made by Councilmember Eades, seconded by Councilmember Burkett, that the following captioned resolution be passed:

RESOLUTION NO. 07-19-16-4

A RESOLUTION OF THE CITY COUNCIL OF AMARILLO, TEXAS CONDUCTING A PUBLIC HEARING ON THE AMARILLO CITY TRANSIT PROGRAM OF PROJECTS; AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION AND THE FEDERAL TRANSIT ADMINISTRATION AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A GRANT UNDER THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

ITEM 8: Mayor Harpole advised that an appointment is needed for a certain board and commission. Motion was made by Councilmember Burkett, seconded by Councilmember Demerson and unanimously carried to appoint to the Amarillo Local Government Corporation, Lisa Blake to replace Brian Eades, such term to expire September 30, 2017.

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

ITEM 9: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. There were none. Motion was made by Councilmember Demerson to approve the consent agenda, seconded by Councilmember Nair.

**A. Award – Fire Fighting Clothing annual Contract:
DACO Fire Equipment Co., Inc. -- \$149,890.00**

This award is to approve an annual contract for the purchase of NFPA 1971 Structural Fire Fighting Clothing also known as turn out gear. This contract will allow the Amarillo Fire Department to purchase firefighting garments on an as needed basis. In addition, the contract will provide repair, maintenance, and cleaning fees for seven years.

**B. Award –Water Main Relocations at I-40 and Ross Street:
Roberts Ditching Job #523079 -- \$101,022.50**

Award –Water Main Extension at Paramount Boulevard and 26th Avenue:
Roberts Ditching Job #523080 -- \$97,411.71

Award Combined Project Cost of \$198,434.21

This item is to award Job #523079 Water Main Relocations at I-40 and Ross Street and Job #523080 Water Main Extensions at Paramount Boulevard and 26th Avenue.

C. Award of Contract:

TxDOT Standard Utility Agreement for participation in Job #523079: Water Main Relocation at I-40 and Ross.

D. Approval – Aviation Clear Zone Easements:

The following Aviation Clear Zone Easements are associated with the corresponding plats below:

- ACZ-13-14, being 3755' above mean sea level above the plat of Fleet Addition Unit No. 4
- ACZ-13-16, being 3800' above mean sea level above the plat of Eastridge Unit No. 44
- ACZ-13-17, being 4900' above mean sea level above the plat of Tradewind Air Park Unit No. 20
- ACZ-14-01, being 4950' above mean sea level above the plat of Lonesome Dove Estates Unit No. 6
- ACZ-14-03, being 4300' above mean sea level above the plat of South Haven Addition Unit No. 4
- ACZ-14-07, being 3755' above mean sea level above the plat of Klucsevsek Subdivision Unit No. 2
- ACZ-14-08, being 4600' above mean sea level above the plat of South Georgia Place Unit No. 30
- ACZ-15-02, being 3755' above mean sea level above the plat of Centerport Addition Unit No. 6

E. Approval – Interlocal Agreement:

This item approves an Interlocal Agreement for Neighborhood Planning funding between Potter County, Texas and the City of Amarillo, Texas.

F. Approval – Change Order No. 4 – Job #521941: 24th Pipeline 48" Well Water Transfer Line:

Original Contract:	\$11,740,159.00
Previous Change Orders:	\$862,469.44
Current Change Order:	\$339,393.44
Total Change Orders:	\$1,201,862.88
Revised Contract:	\$12,942,021.88

This item approves Change Order No. 4 to the contract with Condie Construction Company, Inc. for additional work required on the 24th Pipeline.

G. Approval – Addendum No. 3 – Job #521943: Hillside Terrace 30" Sewer Replacement:

Original Contract:	\$52,650.00
Previous Change Orders:	\$219,870.00
Current Change Order:	\$147,000.00
Total Change Orders:	\$366,870.00
Revised Contract:	\$419,520.00

This item approves Addendum No. 3 to the Professional Service Agreement with RIMKUS Consulting Group, Inc. to allow for additional engineering services and construction observation services lump sum fees outlined in the addendum.

H. Approval – Council Committee on Board Appointments Policy

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

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

Jesse Pfrimmer, 5723 South Milam Street, presented documents for Council consideration on priorities and to seek AEDC resources for income revenue instead of property tax increases. James Schenck, 6216 Gainsborough Street, inquired as to the AEDC changing from a Type A to Type B. Councilmember Nair it would require a public vote to change from Type A to Type B. Mr. Schenck further inquired as to the City Manager's search being suspended. Mayor Harpole stated discussion was not allowed. Mr. Schenck further inquired if a bond proposal was going to go to the voters in November or in May. Mr. McKamie replied that this item was not on the agenda. Terry Orand, 4523 Willow Street, inquired if there was something in place for developers when they finish a development to clean up. Lila Ford Mitchell, 3124 Redwood Street, stated she was pleased on the Amarillo Inn substandard structure and inquired why it takes so long for Parks and Recreation to make repairs to Mary Hazelrigg Park. There were no further comments.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Paul Harpole, Mayor

DRAFT

Amarillo City Council Agenda Transmittal Memo



2

Meeting Date	July 26, 2016	Council Priority	Community Appearance
---------------------	---------------	-------------------------	----------------------

Department	Planning Department
-------------------	---------------------

Agenda Caption

Address: 3620 S WESTERN ST

This is an rezoning of Lots 11 & 12, Ridgecrest Addition, in Section 7, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to planned development district for professional & general office uses

Agenda Item Summary

Whenever non-residential activities are adjacent to residential development, careful consideration must be given to what impacts may results. Staff believes that by utilizing planned development zoning as a tool, appropriate measures can be taken that will minimize any adverse effects to the surrounding residential neighborhood adjacent to this site.

As mentioned above, the proposed site is currently being used as a parking lot. Staff is of the opinion that the proposed office uses will not create any additional traffic impacts to the surrounding area. Additionally, measures indicated on the submitted site plan consist of screening along the west and north property lines, strict control of signage, control of hours of operation, and increased landscaping. The existing alley acts as a buffer between the proposed office uses and the existing residents on the north and west and SW 37th Avenue separates the two land uses on the south. It is also worth noting that the building has been designed to reflect a more "residential" look compared to a typical office building.

Analyzing the request, staff believes that the proposed development standards, landscaping and screening will help to mitigate any potential negative impacts.

Requested Action

The applicant is requesting planned development zoning in order to develop the above mentioned site with professional and general offices. Below are the proposed development standards for the site compared to Office District Zoning development standards.

Amarillo City Council Agenda Transmittal Memo



	Office District	Proposed
Land Use:	Offices	Professional Offices
Maximum lot Coverage:	65 percent	22 percent
Minimum Building Setbacks:	Front 15ft Rear 0ft Interior Side 10ft Side on Street 10ft	Front 15ft Rear 10ft Interior Side 10ft Side on Street 20ft
Parking:	Not listed	16 employees.
Signage:	One Freestanding sign shall be allowed per street frontage. Wall signs may not exceed the total of 2 square feet per linear foot of the building frontage.	No portable signs allowed. No pole signs will be allowed. Maximum total site signage shall not exceed 200 square feet in area per platted lot (total 400sqft) One monument sign not to exceed 6'
Lighting:	No lighted sign shall be erected within 150 feet of a residential development unless the sign is orientated in such a manner as to not be directly viewable from the residential use.	No lighted sign shall be erected within 150 feet of a residential development unless the sign is orientated in such a manner as to not be directly viewable from the residential use.
Screening:	6ft solid wood fence	Existing 6ft solid wood fence

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 5:0 vote of the Planning and Zoning Commission at its July 12, 2016 Public Meeting.

City Manager Recommendation

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

ORDINANCE NO. 7608

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 WESTERN STREET & THIRTY SEVENTH AVENUE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of Lots 11 & 12, Ridgecrest Addition, in Section 7, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to Planned Development District 384 for professional & general office uses.

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.

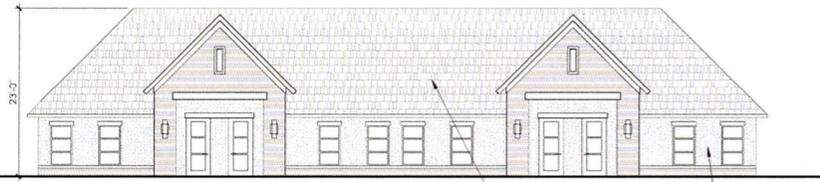
Paul Harpole, Mayor

ATTEST:

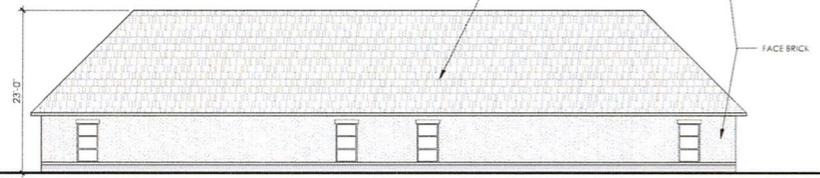
Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



**EAST ELEVATION
BUILDING A**
NOT TO SCALE



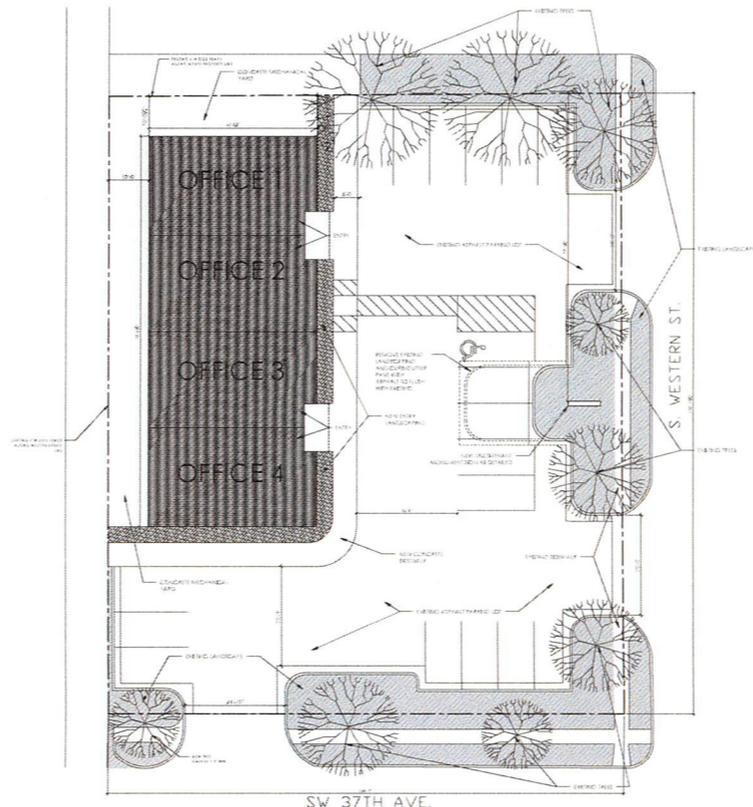
**WEST ELEVATION
BUILDING A**
NOT TO SCALE



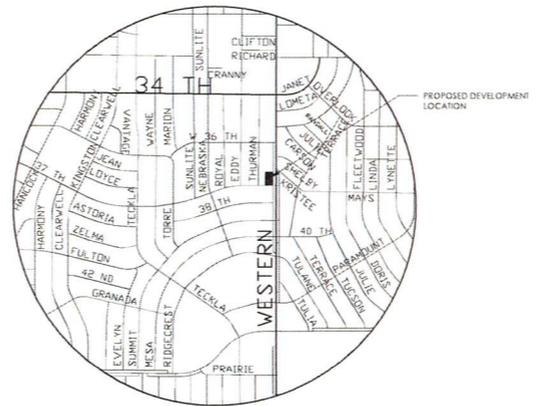
**SOUTH ELEVATION
BUILDING A**
NOT TO SCALE



EXISTING SITE CONDITIONS
NOT TO SCALE



SITE PLAN
1/8" = 1'-0"



VICINITY MAP
NOT TO SCALE

- GENERAL INFORMATION AND NOTES**
- PROJECT NAME: PROFESSIONAL AND GENERAL OFFICES
 - LEGAL DESCRIPTION: RIDGECREST ADDITION #1 LOT/BLOCK # 0030, 11 & 12; AN ADDITION TO THE CITY OF AMARILLO, RAMBOLL COUNTY, TEXAS.
 - HOURS OF OPERATION: 7 a.m. to 5 p.m. MON-FRI, 8 a.m. to 12 NOON SAT.
 - NUMBER OF EMPLOYEES: 16 TOTAL
- DEVELOPER/OWNER:
PARAMOUNT BAPTIST CHURCH
3801 S. WESTERN
AMARILLO, TX 79102
(800) 355-3395
- AGENT:
GREG FARRER
19350 SADDLEHORN
AMARILLO, TX 79119
(817) 857-5313
- PRESENT ZONING: RESIDENTIAL
 - REQUESTED ZONING: PLANNED DEVELOPMENT FOR PROFESSIONAL & GENERAL OFFICE USE
 - PROPERTY AREA: 19,940 SQ. FT. (.45 ACRES)
 - LOT COVERAGE SHOWN: 4,200 SQ. FT. (10 ACRES)
 - LANDSCAPING PERCENTAGE OF SITE - 10%
 - TOTAL LANDSCAPING AREA: 3,421 SQ. FT. (.08 ACRES)
 - TOTAL BUILDING AREA: 4,116 SQ. FT. (.09 ACRES)

- SYMBOLS**
- EXISTING TREES
- ALL LANDSCAPING MATERIALS - TREES, SHRUBS, ETC. - SHALL BE INSTALLED ON THE SITE IN THE SAME MANNER AS DEPICTED ON THIS SITE PLAN.
 - KERISCAPE: ALL NON-TURF LANDSCAPING WILL CONSIST OF LOW WATER CONSUMPTION, REGIONALLY ADAPTED SPECIES SUCH AS: SAGE, ORNAMENTAL GRASSES, YARROW, CORPUSCOPUS, TEXAS HUMMINGBIRD MINT, SPANISH BROOM, BEAR GRASS, SILVER BUFFALO BERRY, ETC.
 - THE KERISCAPE PLANTINGS WILL BE ACCENTED WITH ROCK GROUPINGS AND DECORATIVE MULCH AND GRAVEL.
 - ALL SURFACE AREA NOT COVERED WITH BUILDINGS OR LANDSCAPING SHALL BE PAVED WITH ASPHALT OR ACCEPTABLE PAVING TYPE MATERIAL.
 - BUILDING HEIGHT: BUILDINGS A - 1 STORY - 35' MAX
 - REQUIRED: 1400 SQ. FT. = 11 CARS
 - PROVIDED: 20 CARS (INCLUDING 1 HANDICAP SPACE)
 - ALL PARKING AND DRIVEWAYS SHALL CONFORM TO THE REQUIREMENTS OF THE DRIVEWAY AND PARKING MANUAL OF THE CITY OF AMARILLO.
 - ALL EXTERIOR LIGHTING SHALL BE DIRECTED ONTO THE PROPERTY IN SUCH A MANNER TO MINIMIZE OR ELIMINATE GLARE ACROSS ADJACENT PROPERTY LINES. NO SIGNS SHALL BE OPERATED ON THE PROPERTY THAT USE OR HAVE ATTACHED ANY FLASHING, PULSATING OR ROTATING LIGHT SOURCE OR REFLECTOR. NO PORTABLE SIGNS ALLOWED. NO POLE SIGNS WILL BE ALLOWED. MAXIMUM TOTAL SITE SIGNAGE SHALL NOT EXCEED 400 SQUARE FEET IN AREA PER PLATTED LOT AND THE MAXIMUM HEIGHT OF A MONUMENT SIGN IS 6 FEET.
 - NO SIGN SHALL BE PLACED ON THIS SITE IN A MANNER THAT IT FACES DIRECTLY TO RESIDENTIAL DEVELOPMENT.
 - ANY ADDITIONAL BULK OR AREA REQUIREMENT NOT SPECIFICALLY NOTED ON THIS SITE PLAN SHALL COMPLY WITH OFFICE DISTRICT 1.
 - ANY AND ALL UTILITY RELOCATIONS OR ADJUSTMENTS REQUIRED FOR THIS DEVELOPMENT SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.
 - ALL FENCING, SCREENING, LANDSCAPING, DRIVEWAYS AND PARKING AREAS SHALL BE MAINTAINED IN GOOD CONDITION AT ALL TIMES BY OWNERS. ALL LANDSCAPING TO BE INSTALLED PRIOR TO RECEIVING A CERTIFICATE OF OCCUPANCY, OR WITHIN (6) SIX MONTHS OF OCCUPANCY STRUCTURE IF BAD WEATHER EXISTS. ALL LANDSCAPING TO BE SERVED BY AN IRRIGATION SYSTEM.
 - THE APPROVAL OF THIS DEVELOPMENT BY THE CITY OF AMARILLO IN NO WAY SHALL ALTER OR ABROGATE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE AS ACCEPTED AND AMENDED BY THE CITY OF AMARILLO.
 - NO USE OTHER THAN SPECIFIED BY THIS SITE PLAN IS ALLOWED. ANY USE CHANGE SHALL REQUIRE A ZONING AMENDMENT FOR THIS SITE.
 - THE CITY OF AMARILLO OR ITS FRANCHISED UTILITY SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS, PAVING OR PLANTINGS THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION WITHIN ANY PUBLIC UTILITY OR DRAINAGE EASEMENT.
 - I ACKNOWLEDGE AND AGREE TO ALL STANDARDS OF DEVELOPMENT AS LISTED ON THIS SITE PLAN.

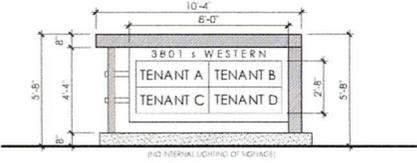
- NAME**
- DATE**
- REFUSE COLLECTION PROVIDED BY CITY OF AMARILLO AND PRIVATE COLLECTION. ALL EXTERIOR MECHANICAL EQUIPMENT SHALL BE LOCATED AND/OR SCREENED IN SUCH A MANNER AS TO ELIMINATE OR MINIMIZE NOISE AND VISUAL IMPACT TO ADJACENT PROPERTIES.
 - ALL SURFACE STORM WATER COLLECTED ON THIS SITE SHALL DRAIN DIRECTLY TO ADJACENT PUBLIC STREET RIGHTS-OF-WAY.
 - ALL SUBSTANTIAL CHANGES TO THE FOOTPRINT OF THESE BUILDINGS AND OVERALL LANDSCAPE SCHEME WILL BE SUBJECT TO APPROVAL BY THE PLANNING DEPARTMENT. THE PROPERTY WILL COMPLY WITH ALL REQUIREMENTS OF THE TEXAS ACCESSIBILITY STANDARDS.
 - EXISTING IRRIGATION SYSTEM TO REMAIN.
 - THIS PLANNED DEVELOPMENT DOES NOT SUBSTITUTE A SITE PLAN. A SITE PLAN WILL BE REQUIRED.
 - ALL OTHER SIGN STANDARDS NOT DEFINED SHALL COMPLY WITH OFFICE DISTRICT 1 SIGN STANDARDS.
 - SIGN LOCATION AND SIGN DIMENSIONS ARE SHOWN BY MONUMENT SIGN ELEVATION ON THIS PLANNED DEVELOPMENT'S SITE PLAN.



PROJECT #:
DATE: 7 JULY 2016
REVISIONS:

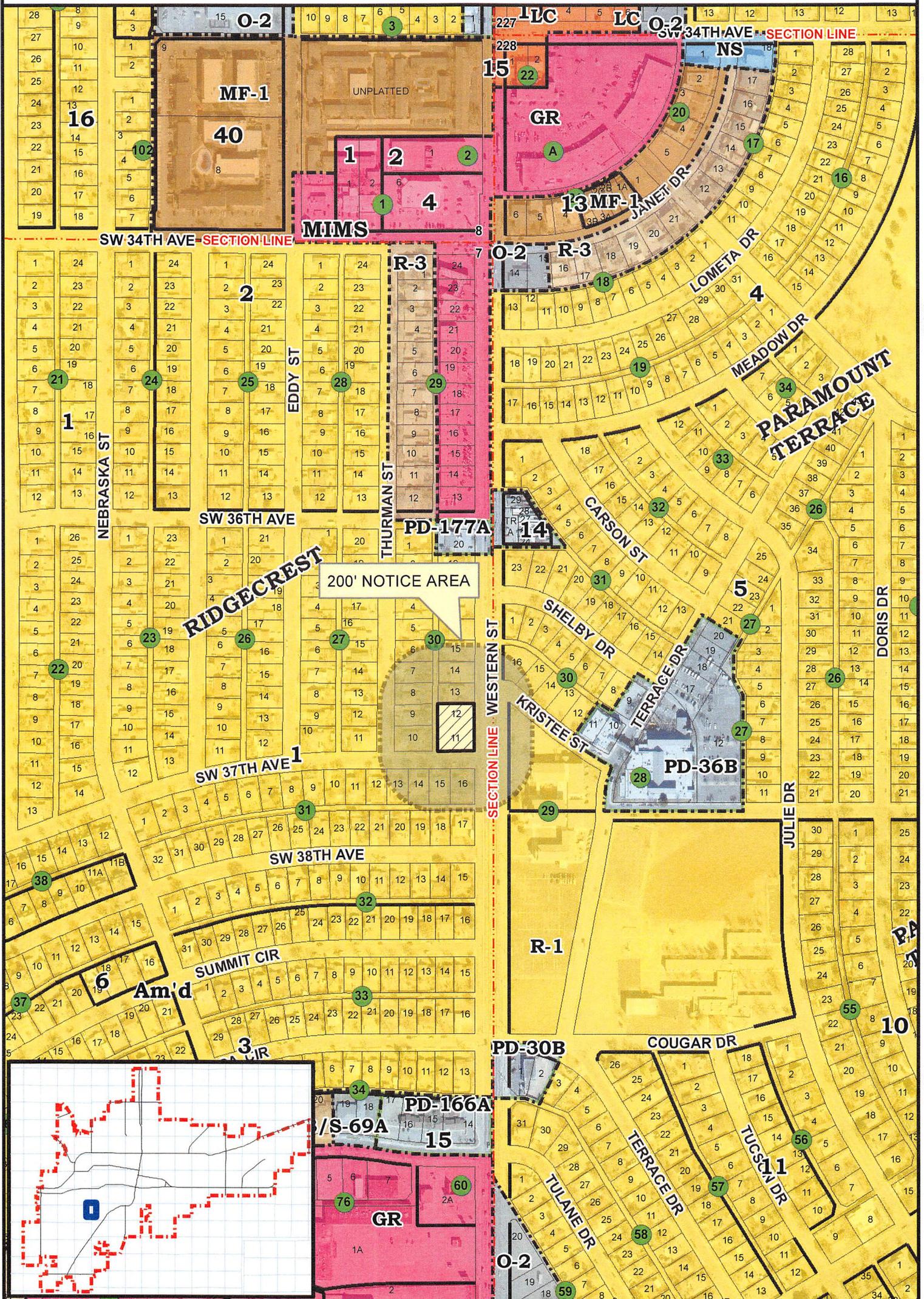
DRAWING TITLE
PLANNED DEVELOPMENT

A100



MONUMENT SIGN ELEVATION
NOT TO SCALE

REZONING FROM R-1 TO PD



CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'
 Date: 6-17-16
 Case No: Z-16-23



Z-16-23 Rezoning of Lots 11 & 12, Ridgcrest Addition, in Section 7, Block 9, BS&F Survey, Randall County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 1 to planned development district for professional & general office uses.

Applicant: Paramount Baptist Church

Surveyor: Western St & SW 37th Ave

AP: K-14

Amarillo City Council Agenda Transmittal Memo



Meeting Date	July 26, 2016	Council Priority	Community Appearance
Department	Building Safety	RWS	

Agenda Caption

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

This resolution sets the date and time for a public hearing on August 16, 2016, at 5:00 p.m. to determine if the property at 5102 Oregon Trail constitutes a public nuisance and thereby requiring the removal of such accumulations. A copy of this resolution will be mailed to all interested parties providing ten (10) days notice of public hearing.

Agenda Item Summary

This item sets the date for a public hearing to determine if the property at 5102 Oregon Trail which consists of an unlawful accumulation of solid waste, salvaged items and junk constitutes a public nuisance and thereby ordering the removal of such accumulations.

Requested Action

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

Funding Summary

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

Community Engagement Summary

- Building Safety has received several citizen complaints concerning the condition of this property.
- A Building Safety Inspector identified the unlawful accumulations.
- Initiated the Unlawful Accumulation Condemnation case.
- The Amarillo Police Department has been called out to this location 21 times since January 2015.
- Safety and aesthetics of the community as identified through public meetings in the development of Amarillo's Comprehensive Plan.

Staff Recommendation

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

RESOLUTION NO. _____

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

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

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

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

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

SECTION 1. This Council shall conduct a public hearing on the 16th day of August, 2016 at 5:00 o'clock p.m. in its Council Chambers in the Municipal Building in the City of Amarillo, Potter County, Texas, for the purpose of determining whether the conditions described below are a dangerous structure and/or a public nuisance, and the Interested Persons whose name appear below are hereby summoned to appear before this Council at such time and place and testify as to the issue to be decided.

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

ADDRESS: 5102 Oregon Trl

LEGAL: Lot: N 3ft of 3 and all of 2, Block: 12, Western Plateau #3 Amd Addition to the City of Amarillo, Randall County, TX

INTERESTED PERSONS: Charles Dusty Cahoon, Robbie Leon Cahoon, 5102 Oregon Trl, Amarillo TX 79109-6114

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

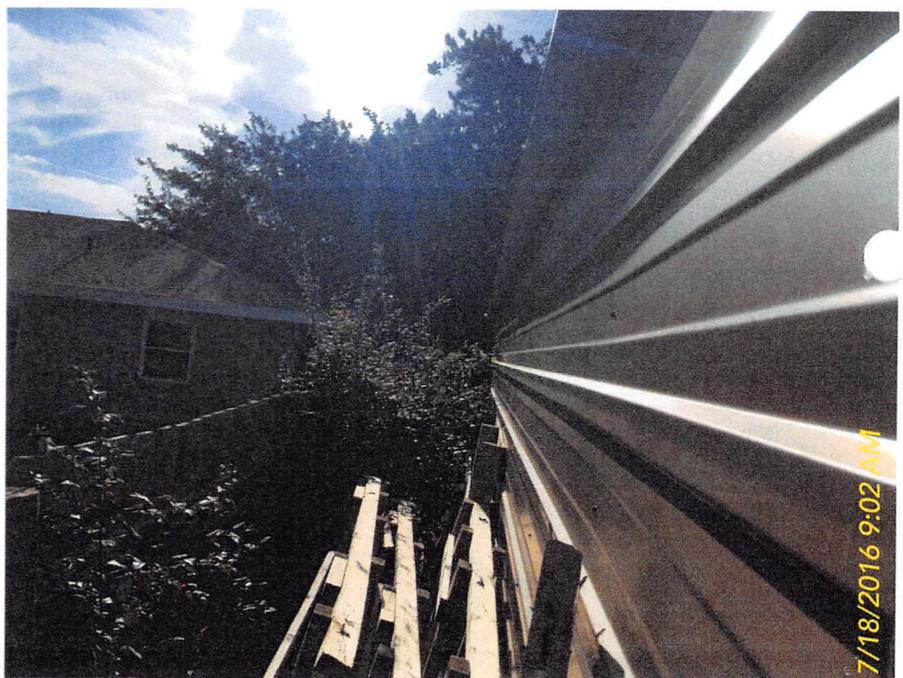
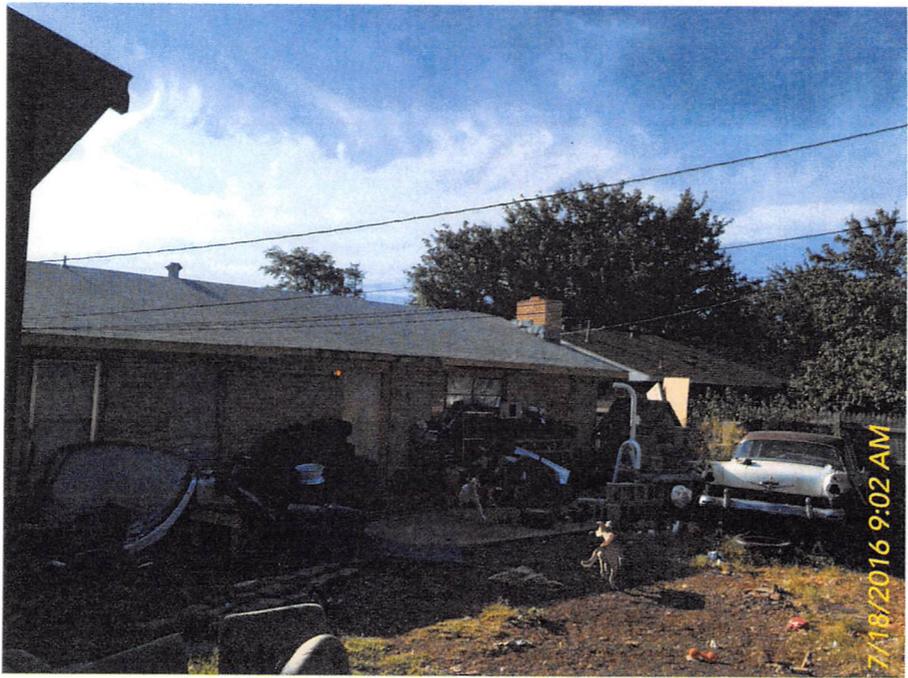
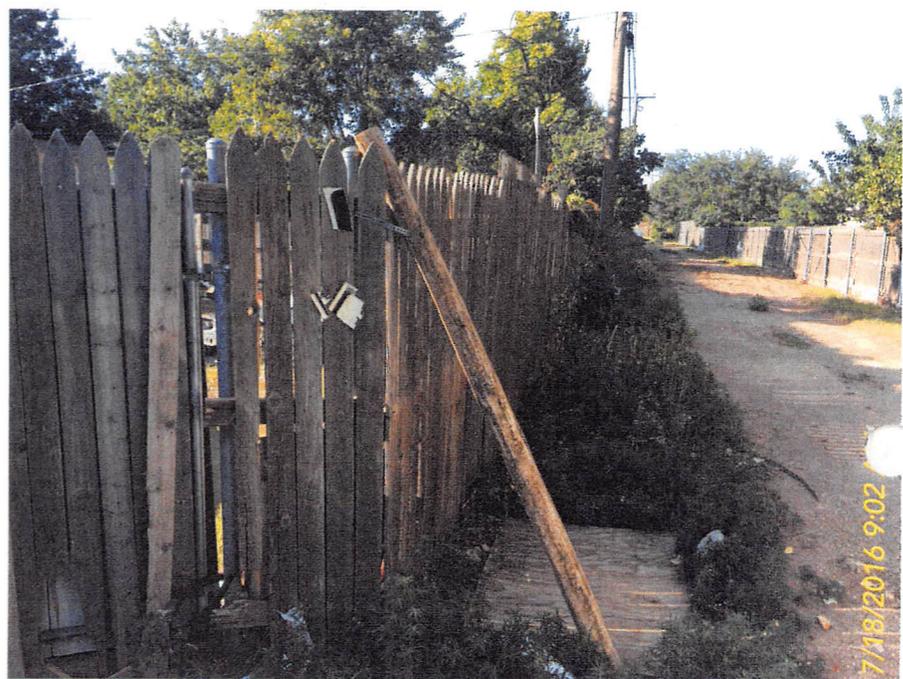
SECTION 2. A copy of this resolution shall be mailed to the Interested Persons of the premises described below at least ten (10) days prior to the date herein set for the public hearing, and notice of said hearing shall be published one (1) time in a newspaper of general circulation in the City of Amarillo,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

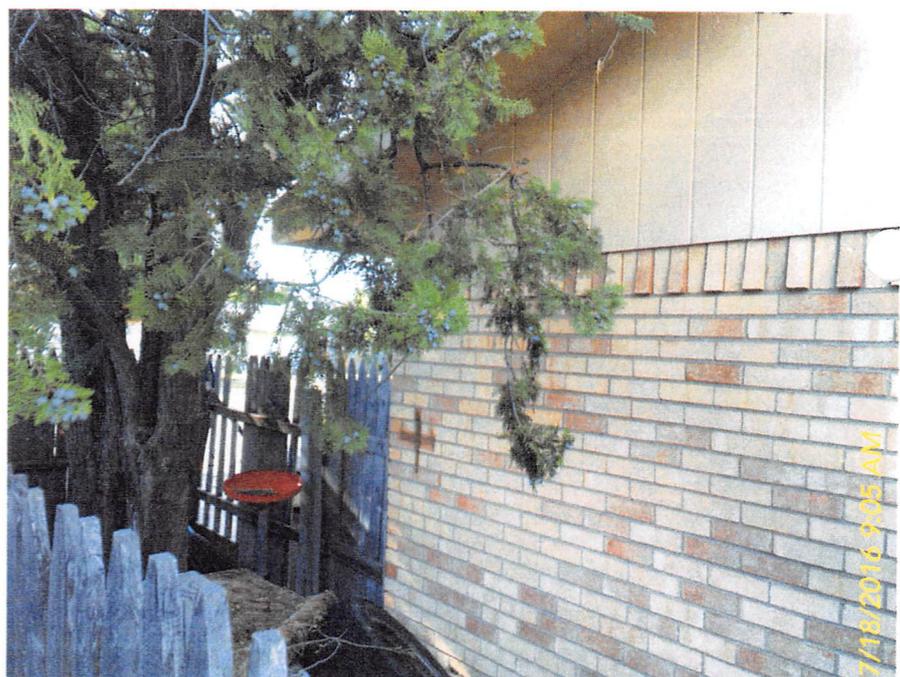
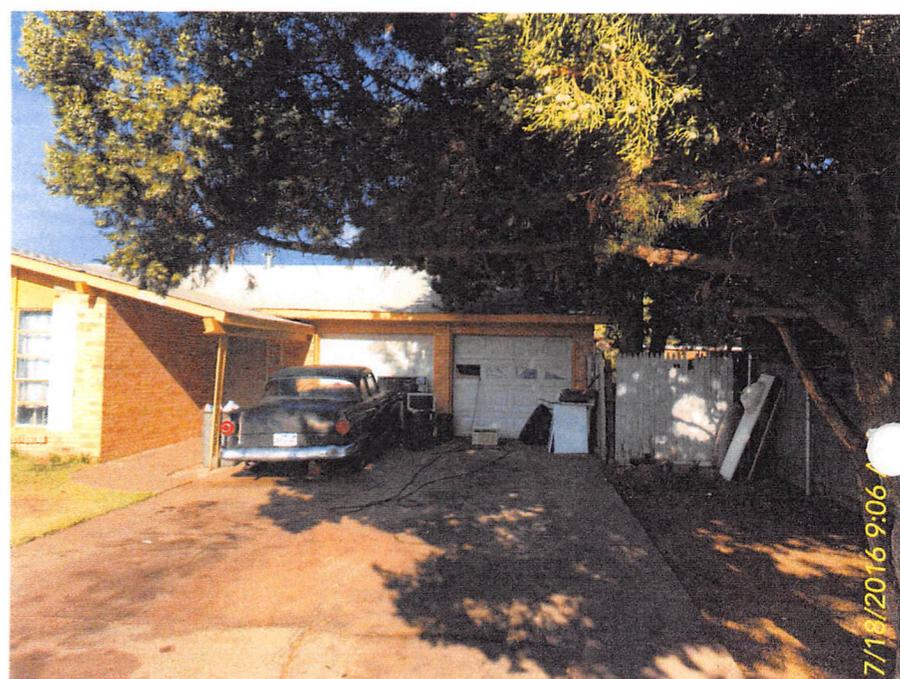
INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on this ____ day of _____ 2016.

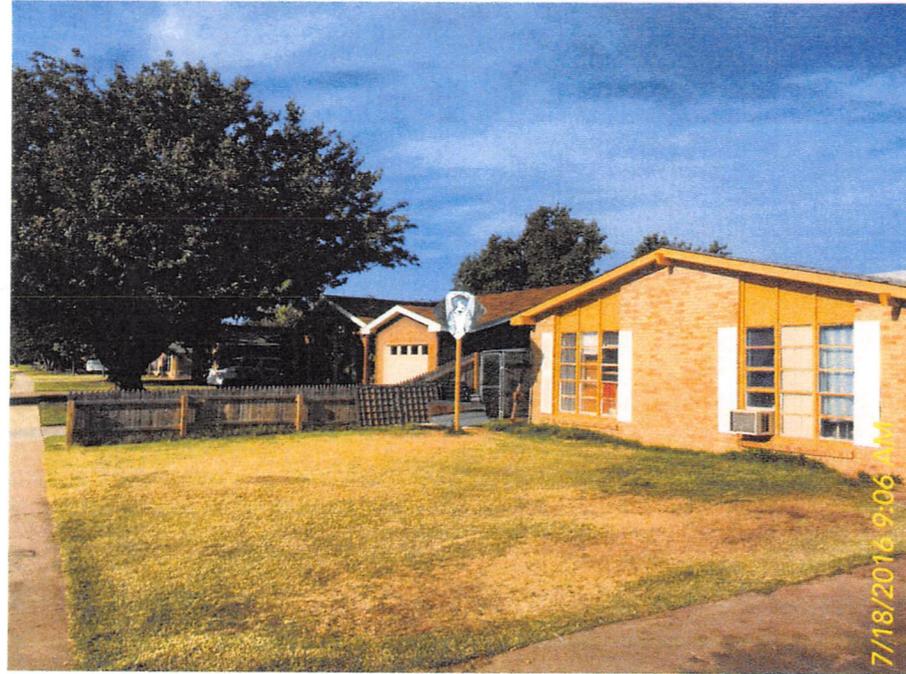
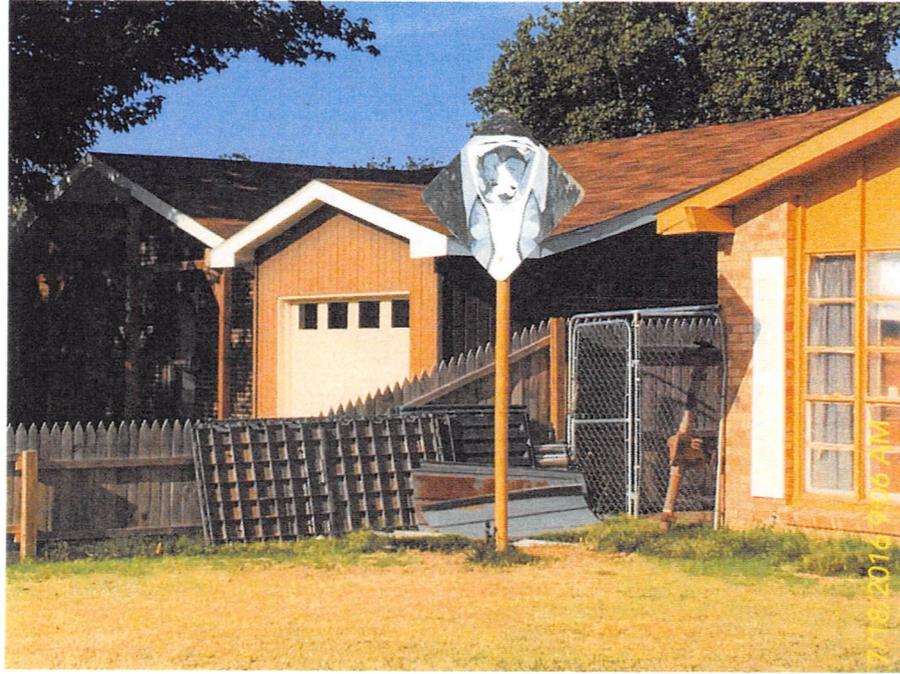
Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary







Amarillo City Council Agenda Transmittal Memo



Meeting Date	July 26 th , 2016	Council Priority	Infrastructure Initiative
---------------------	------------------------------	-------------------------	---------------------------

Department	Capital Project & Development Engineering
-------------------	---

Agenda Caption

Award of Contract - Purchase Groundwater Rights
The Contract, in the amount of \$384,000, is for the purchase of groundwater rights to add 1280 acres in Ochiltree County.

Agenda Item Summary

Award of Contract - Purchase Groundwater Rights

Requested Action

Consider and approval of Purchase of Groundwater Rights

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval.

**THIRD AMENDMENT TO
CONTRACT OF SALE
Groundwater Rights
(Mc Cattle Company)**

WHEREAS, the City of Amarillo ("Purchaser") and Mc Cattle Company, a Texas general partnership ("Seller") have heretofore entered into that certain Contract of Sale dated January 14, 2015 as amended by the First Amendment to Contract for Sale dated July 14, 2015 and Second Amendment to Contract for Sale dated December 21, 2015 ("Contract") for the sale and purchase of certain groundwater rights located in Roberts and Ochiltree Counties, Texas; and

WHEREAS, pursuant to Section 9.01 of the Contract, the parties desire to amend the Contract as provided herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Purchaser and Seller hereby agree to amend the Contract as follows:

1. Pursuant to Section 5.04 (a), Purchaser has given notice to Seller that it desires to insert two additional tracts of land. Therefore, Exhibit "A" to the Contract is revised to insert the following tracts of land.

Section 392, Block 43, H&TC Ry. Co. Survey, Ochiltree County, Texas;
Section 401, Block 43, H&TC Ry. Co. Survey, Ochiltree County, Texas

2. "Section 4.01 Title Assurance" is deleted in its entirety and replaced with the following:

4.01 Title Commitment.

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

SELLER may, but shall not be obligated to, cure such Objections within thirty (30) days after SELLER's receipt of PURCHASER's notice of such Objections. In the event

SELLER is unable or unwilling to cure all Objections within thirty (30) days of receipt of notice of PURCHASER's Objections, PURCHASER may, at its election, on or before the Closing Date: (a) terminate this Contract in its entirety by giving SELLER written notice, and neither party to this Contract shall thereafter have any further rights, liabilities or obligations hereunder; or (b) waive any such uncured Objections and proceed to Closing or (c) terminate this Contract as to that portion of the REAL PROPERTY affected by the uncured Objections and proceed to Closing as to the remainder of the REAL PROPERTY.

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

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

3. The parties agree that purchase of the inserted additional tracts is subject to title approval as provided in section 4.01 of the Contract as amended.

Except as herein modified, all terms, conditions and provisions of the Contract shall remain in force and effect and are hereby confirmed and ratified by Purchaser and Seller.

EXECUTED by the parties as of the date shown below, to be effective upon execution of the Purchaser.

MC CATTLE COMPANY
(Seller)

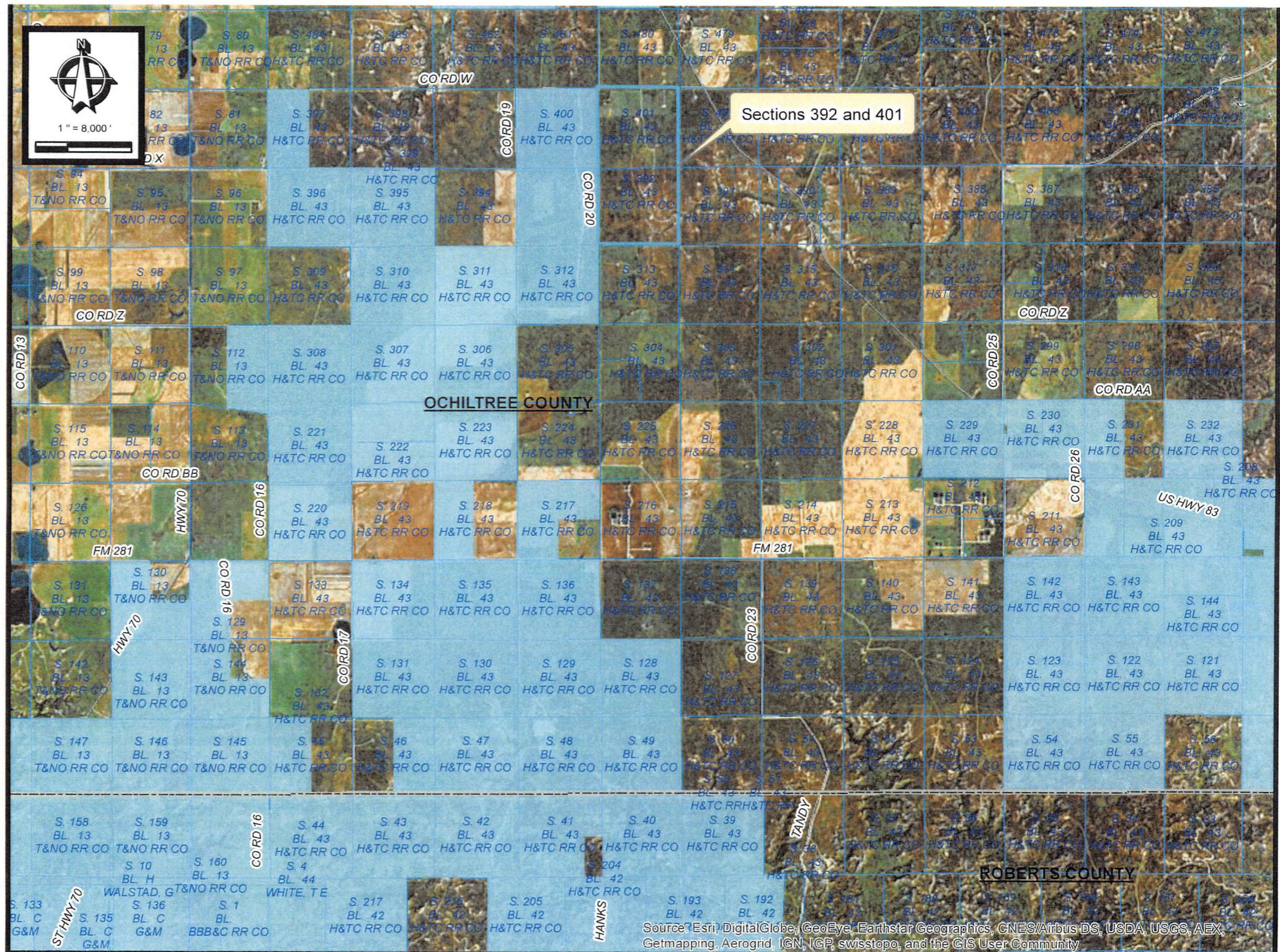
CITY OF AMARILLO
(Purchaser)

By: Mike McLain
Mike McLain

By: _____
Bob Cowell,
Deputy City Manager

Date: July 14, 2016

Date: _____



Sections 392 and 401

OCHILTREE COUNTY

ROBERTS COUNTY

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

B

Amarillo City Council Agenda Transmittal Memo



Meeting Date	July 26 th , 2016	Council Priority	N/A
---------------------	------------------------------	-------------------------	-----

Department	Capital Project & Development Engineering
-------------------	---

Agenda Caption

Approval – Interlocal Agreement between the City of Amarillo and Canyon Independent School District

This item is the approval of an Interlocal Agreement between the City of Amarillo and Canyon Independent School District (“CISD”), granting CISD to construct improvements to Stone Meadow and Meadow Ridge adjacent to CISD new intermediate School in Randall County, Texas.

Agenda Item Summary

CISD will prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements. CISD will provide a one year warranty warranting the materials and workmanship related to the improvements. CISD will submit a final plat, construction plans and site plans to be approved by the City.

Requested Action

Consider and approval of the Interlocal Agreement.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Capital Project & Development Engineering Staff is recommending approval.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AMARILLO
AND CANYON INDEPENDENT SCHOOL DISTRICT**

This Agreement is made and entered into this _____ day of July, 2016, by and between Canyon Independent School District in Randall County Texas, hereinafter referred to as ("CISD"), and the City of Amarillo, acting by and through its governing body, the City Council, hereinafter referred to as ("City").

WHEREAS, the construction of utilities, streets, ADA ramps, curb and gutter, drainage easements and other required improvements must be constructed or there must be an agreement (hereinafter referred to as "Agreement") in place between CISD and the City securing the construction of the required improvements prior to issuance of any building permit for the property that is located; and

WHEREAS, CISD and the City desire to enter into an agreement concerning the construction of improvements as required by and in accordance with the Amarillo Municipal Code, to CISD New Intermediate School (the "Project") in Amarillo, Randall County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and enables local governments to cooperate with other local governments and public agencies, including school districts, to provide services and facilities on a basis of mutual advantage, and to enter into an Interlocal Agreement and services under the terms of the Act; and

WHEREAS, CISD and the City have determined that neither sufficient access nor sufficient utilities are currently available at the site and determined that the safe, convenient, orderly and adequate provision of public school facilities is essential to the health, safety, and general welfare of the citizens of Randall County; and

NOW, THEREFORE, to accomplish these goals and purposes, CISD and the City (hereinafter referred to collectively as "Parties") hereby enter into this Agreement upon and for the mutual consideration stated herein.

WITNESSETH:

1. CISD shall be solely responsible for all costs associated with the construction and installation of the Project and there is no participation by the City for improvements. The City is currently completing plans to construct a 24-inch water line in Western Street and Sundown Lane in the general vicinity shown on the drawings by JSE at the expense of the City. The party that installs their water line last shall complete the tie-in of the two lines at all connecting points shown on the plans.
2. City agrees to allow CISD to construct improvements to Stone Meadow and Meadow Ridge adjacent to the Project after the following requirements have been met.
 - a. During the May 9, 2016 meeting between the City and CISD, it was stated by City staff that a Preliminary Plan would not be required.
 - b. CISD will submit Construction Plans for approval by the City. Construction Plans will need to be approved prior to the approval of the plat.

- c. CISD will submit a Final Plat for approval by the City.
 - d. CISD will submit a Site Plan to be approved by the City prior to any building permits being issued.
 - e. CISD will have fire protection set in place and the streets construct shall be all weather roads prior to issuance of any building permits. All improvements shall be designed to meet or exceed the current City of Amarillo Specifications for such improvements and shall be constructed in accordance with the plans and specifications approved by the City.
3. CISD shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, CISD shall comply with all state statutory requirements. CISD shall provide the City with a copy of the executed construction contract(s) for the Project. The City shall perform inspection of all construction in their right-of-way and public utility easement to ensure compliance with the plans, specifications and City standards.
 4. If CISD fails or refuses to timely comply with any of its obligations hereunder, or if CISD's representations or covenants contained herein are not true or have been breached, the City will have the right to enforce this Agreement by any remedy at law or in equity or under this Agreement to which it may be entitled; to terminate this Agreement; or to waive the applicable objection or condition.
 5. In the event CISD causes the above mentioned improvements to be constructed by and through a contractor, such contractor shall obtain all permits and inspections, comply with all bond and insurance requirements, and meet all other requirements of the Amarillo Municipal Code.
 6. CISD has estimated that the costs of the required improvements are as follows:
 - Drainage _____
 - Paving _____
 - Water _____
 - Sewer _____
 7. In addition to constructing the public improvements, CISD or the contractor will, following written acceptance of all required public improvements by the City, provide a one year warranty warranting the materials and workmanship related to the public improvements. This warranty shall be secured by a maintenance bond in the amount of 100% of the actual cost of the public improvements. The Bond will be subject to approval of the City Attorney.
 8. The terms and conditions set out in this Agreement shall be binding upon the Parties hereto, and upon the affiliates, partners, trusts, heirs, successors, assigns, executors, administrators, and personal representatives of CISD and City.
 9. TO THE EXTENT ALLOWED BY LAW, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING

10. REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.
11. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties agree that this Agreement is performable in Randall County, Texas and that exclusive venue shall lie in Randall County, Texas.
12. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
13. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.
14. This Agreement shall be effective upon execution by both Parties and shall continue in effect annually until final acceptance of the Project. This Agreement shall automatically renew annually during this period. It is agreed that the technical requirements and specifications for the Project shall be in accordance with those established by the construction plans and/or City's Capital Project and Development Engineering Department.
15. CISD agrees to dedicate to City its entire portion of the streets per the plans and specification adjacent to the Project. Any and all dedications will not be effective until City takes formal action to accept the dedication(s).
16. Nothing herein shall constitute an implied waiver of City's or CISD's sovereign immunity. This Agreement is effective upon signature by the last party to sign it. If any provision of this Agreement is held by the courts to be illegal or unenforceable, that provision shall be severed from the agreement and shall not render invalid the remaining provisions of this Agreement. The provisions herein constitute the full extent of the Agreement among the Parties concerning all aspects of the improvement to Project and no parole evidence shall be allowed to contradict the terms hereof. Any amendment to or modification of this Agreement shall be by the written, mutual consent of the Parties hereto. No obligation contained herein shall be transferred or assigned without the written, mutual consent of the Parties hereto.

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

CITY OF AMARILLO

CANYON INDEPENDENT SCHOOL DISTRICT

By: _____
Bob Cowell, Deputy City Manager

By: Darryl Flusche
Darryl Flusche, Superintendent

Date: _____

Date: 7-19-16

ATTEST:

By: _____
Frances Hibbs, City Secretary



Proposed Site for CISD



THUNDER RD
(EXIT RAMP)
VENTURA DR
VIKING DR
VENICE DR
POMONA DR
OLYMPIA DR
WILSHIRE DR
VALLEYVIEW DR
RICO BLVD
CIRCLE DR
LAMOUNT DR
HOLLYWOOD RD (LOOP 335)
W LOOP 335 SOUTH
PREMIERE DR
(ACCESS RAMP)
(EXIT RAMP)
BELL ST
VALLEYVIEW DR
ATTEBURY DR
CANYON DR (IH 27)
(FRONTAGE ROAD)
(EXIT RAMP)
CANYON DR (IH 27)
(FRONTAGE ROAD)
S WESTERN ST
KOETTING LN
W SUNDOWN LN
BEACON RD
CHRIS RD
W SUNDOWN LN
(EXIT RAMP)
(ACCESS RAMP)
(EXIT RAMP)

C

Amarillo City Council Agenda Transmittal Memo



Meeting Date	July 26, 2016	Council Priority	Long-term Plan for Infrastructure
---------------------	---------------	-------------------------	-----------------------------------

Department	Development Services
-------------------	----------------------

Agenda Caption

Approving a License and Hold Harmless Agreement for the installation of groundwater monitoring wells in public right-of-way in Section 228, Block 2, AB&M Survey, Randall County, Texas.

Agenda Item Summary

This license is made between the City of Amarillo and Talon/LPE for drilling encumbrances for a ground water monitoring well.

Requested Action

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

Funding Summary

N/A

Community Engagement Summary

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

Staff Recommendation

Staff recommends the approval of this L&HH agreement.

07 / 18 / 2016 BSM _____

LICENSE AND HOLD HARMLESS AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF POTTER)

This license is made by and between the City of Amarillo, a Texas municipal corporation situated in Potter and Randall Counties, Texas, hereinafter called LICENSOR, and Talon/LPE, hereinafter called LICENSEE, upon the following terms performable in Randall County, Texas:

W I T N E S S E T H:

I.

1.1 For and in consideration of the covenants herein contained and the full and faithful performance of the same, LICENSOR hereby grants a license to LICENSEE to construct, maintain and use, certain subsurface encumbrances being a groundwater monitoring well in an existing public alley located adjacent to Lot 19H, Block 3, Mays Ranches Unit No. 6, in Section 228, Block 2, AB&M Survey, Randall County, Texas. The general location and details of the above-described encumbrance is shown on the attached Exhibit A.

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

1.3 The required annual license fee for this agreement is waived by the City because the applicant is the Texas Commission on Environmental Quality.

II.

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

2.1 This license shall not be assigned, sold or in any other manner transferred without the prior written consent of the LICENSOR. Notwithstanding paragraph 2.7 below breach of this condition shall immediately terminate this license and shall require restoration of the premises to the condition, which existed prior to the execution of this Agreement. Upon failure to restore said property as stated above, LICENSOR may perform such restoration at the expense of the LICENSEE.

2.2 LICENSEE agrees that as between LICENSEE and LICENSOR, LICENSEE shall save LICENSOR harmless from any and all liability for personal injuries, property damage or loss of life or property resulting from, or in any manner connected with, LICENSEE'S maintenance and use of the above-described intrusions into the public right-of-way.

2.3 LICENSEE shall give LICENSOR prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or may affect LICENSOR. To the extent that LICENSEE fails to assume the defense of LICENSOR in a timely manner, LICENSOR shall have the right to compromise and defend the same to the extent of its own interest without waiving its right to call upon LICENSEE for defense or indemnity.

2.4 LICENSOR retains the right to require the removal of any or all of the intrusions into the public right-of-way should LICENSOR find after a public hearing dealing with the matter that said intrusions into the public right-of-way unreasonable interferes with the public's use of its right-of-way or in any other way hampers the public's rights.

2.5 LICENSEE hereby agrees to assume all costs for damages and repairs to public utilities, street services or any other public improvement located in or adjacent to the public right-of-way described above, regardless of the type of damage caused by LICENSEE, its employees, agents, or contractors. LICENSEE further agrees to hold LICENSOR harmless from any costs occasioned by or necessitated by the relocation of LICENSEE'S facilities due to entry of the LICENSOR onto the right-of-way for

maintenance, replacement or repair of any line or lines, including water and sewer lines, located in the public right-of-way. In this regard, LICENSEE specifically recognizes the potential hazards of erecting or placing encumbrances and intrusions in the public utility easement.

2.6 Any notice required by this Agreement shall be sufficient if served by certified or registered United States mail on City Manager of the City of Amarillo, P.O. Box 1971, Amarillo, Texas, 79105-1971; or upon Sujana Amatya, Talon/LPE, 13111 Lookout Way, San Antonio, Texas 78233.

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

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

CITY OF AMARILLO

ATTEST:

Frances Hibbs, City Secretary

By: _____
Bob Cowell, Deputy City Manager

THE STATE OF TEXAS)
COUNTY OF POTTER)

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

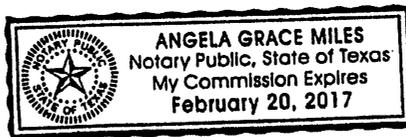
Talon/LPE

By: Sujana Amatya
Sujana Amatya, Talon/LPE

Angela G. Miles
Notary of Public in and for
The State of Texas

THE STATE OF Texas)
COUNTY OF Bexar)

This instrument was acknowledged before me on the 18th day of July, 2016
by _____, Sujana Amatya.



Amarillo City Council Agenda Transmittal Memo



Meeting Date	July 26, 2016	Council Priority	Infrastructure
---------------------	---------------	-------------------------	----------------

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

Agenda Caption

Approval of Amendment #3, Task Order #15, KSA Engineers for the Rick Husband Amarillo International Airport.

Agenda Item Summary

Approval of Amendment #3, Task Order #15, KSA Engineers for the Rick Husband Amarillo International Airport. This amendment outlines the requirements for monitoring wells and quarterly testing per the TCEQ Risk Based Assessment for the East Side Drainage Project.

Requested Action

Approve Amendment #3, Task Order #15, KSA Engineers -- \$76,681.10

Funding Summary

Current funding has been identified and budgeted through FY15/16 budget, and proposed FY15/16 budget. This amendment is in response to a TCEQ Risk Based Assessment for the east side drainage project. It is unclear if FAA entitlement funds will be available for reimbursement for this project. Airport staff is currently researching the availability of any federal funds through the Air Force, as this area is located where active fueling took place during the Air Force Base operation.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends the approval of Amendment #3, Task Order 15, KSA Engineers.



10801 Airport Boulevard
Tel: (806) 335-1671

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

TO: Bob Cowell, Jr.
Deputy City Manager

FROM: Sara Freese, AAF
Director of Aviation 

REFERENCE: TCEQ Quarterly Monitoring (one year) East Side Drainage Project
Addendum #3, Task Order 15

DATE: July 20, 2016

This addendum represents additional duties needed by TCEQ risk based assessment report. The addendum to the Task Order is \$76,681.10 to meet the requirements of TCEQ Risk Based Assessment for the East Side Drainage project. This includes 2016 quarterly monitoring, construction of 3 monitoring wells (to define the fuel plume) and associated administration costs.

The funds have been allocated in 54110.62000 in the FY15/16 and FY16/17 budget. It is unclear at this time if the airport will received federal AIP funds for this item, and airport staff is still researching the availability of any funds associated with the closure of the base; as the area in question is located where base fueling operations occurred.

Due to the cost of this amendment, city council action is required. Your approval of this addendum and prompt placement on City Council agenda is appreciated.

Amendment To Work Order No. 15

1. Background Data:

- a. Effective Date of Work Order Agreement: August 27, 2014
- b. Owner: City of Amarillo
- c. Engineer: KSA Engineers, Inc.
- d. Specific Project: Risk-Based Site Assessment for LPST

2. Description of Modifications

- a. Engineer shall perform the following Additional Services:
 - 1. Install up to four (4) additional monitoring wells, disposal of waste material, and analytical testing. (see Attachment A)
 - 2. Conduct quarterly monitoring of the affected site for calendar year 2016; upon conclusion of the four monitoring events, work includes completion of a Groundwater Monitoring Report. (see Attachment B)
 - 3. Perform Hand Bailing of Monitoring Well to further remove Phase Separated Hydrocarbon (PSH) from Groundwater (as needed). (See Attachment C)
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Work Order and previous amendments, if any, is modified as follows: N/A
- c. The responsibilities of Owner with respect to the Work Order are modified as follows: N/A
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

	Actual	Estimated	Totals
	Jan. 1 - June 30	July 1 - Dec. 31	
Meeting/coordination costs at \$380/month	\$ 2,280.00	\$ 2,280.00	\$ 4,560.00
Talon/LPE costs plus 15% (not to exceed)			
1. Monitoring Wells and associated costs		\$ 48,163.15	\$ 48,163.15
2. Quarterly Groundwater Monitoring	\$ 7,629.10	\$ 8,719.30	\$ 16,348.40
3. 3rd and 4th Quarter Hand Bailing		\$ 7,609.55	\$ 7,609.55
Total not to exceed	\$ 9,909.10	\$ 66,772.00	\$ 76,681.10

- e. The schedule for rendering services under this Work Order is modified as follows: N/A
- f. Other portions of the Work Order (including previous amendments, if any) are modified as follows: N/A

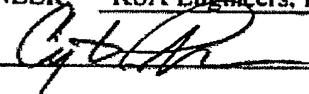
3. Work Order Summary (Reference only)

a. Original Work Order amount:	\$ 74,929.00
b. Net change for prior amendments:	\$ 26,417.80
c. This amendment amount:	\$ <u>76,681.10</u>
d. Adjusted Work Order amount:	\$178,027.90

The foregoing Work Order Summary is for reference only and does not alter the terms of the Work Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Work Order as set forth in this Amendment. All provisions of the Agreement and Work Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: City of Amarillo
By: _____
Name: _____
Title: _____
Date Signed: _____

ENGINEER: KSA Engineers, Inc.
By: 
Name: Craig H. Phipps, P.E.
Title: Director of Aviation Services
Date Signed: 7/15/16

ATTACHMENT A

Monitor Well Installation and Completion Costs						
Description	Justification	Quantity	Unit	Price	Extended	
Project Manager	Develop Workplan and Cost Proposal	4	hours	\$90.00	\$360	
Project Manager	Logistical Coordination/Permits/TCEQ	16	hours	\$90.00	\$1,440	
Environmental Scientist/Geologist	Onsite Supervision of Well Installation	34	hours	\$80.00	\$2,720	
Equipment Truck	Equipment Truck for Environmental Scientist/Geologist	4	days	\$110.00	\$440	
Equipment Truck Mileage	Mileage	60	miles	\$0.85	\$51	
Drilling Rig Mobilization / Demobilization	Reich Drill - To/From Location	1	each	\$500.00	\$500	
Skid Loader Mobilization / Demobilization	Skid Loader - To/From Location	1	each	\$250.00	\$250	
Skid Loader	Well Installation - Site Work (8 Hours per Day)	32	hours	\$81.00	\$2,592	
4" Well Installation (4 wells)	520 Total Feet	520	feet	\$42.00	\$21,840	
Surface Completion	Surface Completion at Grade	4	each	\$325.00	\$1,300	
Survey Unit	Survey Top of Wells Casing for Gradient Correction	1	days	\$150.00	\$150	
55-gallon Steel Drums for Drill Cuttings	32 Total Drums Used	32	drums	\$55.00	\$1,760	
55-gallon Steel Drums for Development Water	12 Total Drums Used	12	drums	\$55.00	\$660	
Sampling Supplies for Each Well Installed	All Necessary Supplies to Collect Water & Soil Samples	4	each	\$10.00	\$40	
Generate Well Log/Submit State Well Report	Complete and Submit State Well Reports	4	hours	\$90.00	\$360	
Drilling Total						\$34,463
Estimated Waste Disposal Sampling and Costs						
Description	Justification	Quantity	Unit	Price	Extended	
TPH - TCEQ Method TX1005	1 Soil Composite Sample Analyzed for TPH	1	each	\$60.00	\$60	
BTEX/MTBE - Method 8021	1 Soil Composite Sample Analyzed for BTEX/MTBE	1	each	\$47.00	\$47	
Project Manager	Profile Waste and Complete Landfill Requirements	4	hours	\$90.00	\$360	
Soil / Drill Cuttings Disposal	Disposal Cost of Class I Non-Haz Waste (SOIL)	32	drums	\$75.00	\$2,400	
Development Water Disposal	Disposal Cost of Class I Non-Haz Waste (WATER)	600	gallons	\$0.50	\$300	
Vac Truck Transport Costs	Vacuum Truck Cost to Pick Up and Haul Liquid Waste	8	hours	\$115.00	\$920	
Dump Truck	Haul Solid Waste to Landfill	8	hours	\$125.00	\$1,000	
Skid Loader	Load Drums	4	hours	\$81.00	\$324	
Waste Disposal Total						\$5,411
Estimated Analytical Costs - Drilling and Well Sampling						
Description	Justification	Quantity	Unit	Price	Extended	
TPH - TCEQ Method TX1005	1 TPH Water Sample per Well x 4 Wells	4	each	\$60.00	\$240	
TPH - TCEQ Method TX1005	3 TPH Soil Samples per Well x 4 Wells	12	each	\$60.00	\$720	
BTEX/MTBE - Method 8021	1 BTEX/MTBE Water Sample per Well x 4 Wells	4	each	\$47.00	\$188	
BTEX/MTBE - Method 8021	3 BTEX/MTBE Soil Samples per Well x 4 Wells	12	each	\$47.00	\$564	
Poly-Aromatic Hydrocarbons Method 8270D	1 Soil Sample Analyzed for PAH	1	each	\$135.00	\$135	
Poly-Aromatic Hydrocarbons Method 8270D	1 Water Sample Analyzed for PAH	1	each	\$135.00	\$135	
Total Dissolved Solids (TDS)	1 Water Sample Analyzed for TDS	1	each	\$25.00	\$25	
Analysis Total						\$2,007
Estimated Costs Summary						
Monitor Well Installation and Completion Costs						\$34,463
Estimated Waste Disposal Costs						\$5,411
Estimated Soil and Groundwater Analysis Costs						\$2,007
Estimated Total						\$41,881
Notes:						
1. Times and per each quantities are estimates only and will be billed on an actual per unit basis.						
2. Drilling footage will be billed at actual depths achieved.						
3. Stand-by time will be billed if needed or used.						
4. Changes in scope of work which affect completion depths or materials will require a change order.						

ATTACHMENT B

Quarterly Groundwater Monitoring Costs (January - June 30, 2016)					
Description	Justification	Quantity	Unit	Price	Extended
Project Manager	Develop Workplan and Cost Proposal	2	hours	\$95.00	\$190
Project Manager	Logistical Coordination (4 Hours/Event)	8	hours	\$95.00	\$760
Environmental Scientist	Groundwater Monitoring (8 Hours/Event)	16	hours	\$83.00	\$1,328
Environmental Technician	Groundwater Monitoring (8 Hours/Event)	16	hours	\$60.00	\$960
Equipment Truck	Equipment Truck for Environmental Scientist/Technician	2	days	\$120.00	\$240
Equipment Truck Mileage	Mileage (20 Miles/Event)	40	miles	\$0.85	\$34
Interface Probe	Gauge Groundwater Levels	2	days	\$150.00	\$300
Submersible Pump	Purge Groundwater	2	days	\$50.00	\$100
Generator	Power Submersible Pump	2	days	\$75.00	\$150
4" Disposable Sampling Bailer	Supply to Collect Water Samples (3 Bailers/Event)	6	each	\$20.00	\$120
55-gallon Steel Drum	Contain Purged Groundwater (2 Drums/Event)	4	drums	\$55.00	\$220
TPH - TCEQ Method TX1005	1 TPH Water Sample per Well x 3 Wells x 2 Events	6	each	\$60.00	\$360
BTEX/MTBE - Method 8021	1 BTEX/MTBE Water Sample per Well x 3 Wells x 2 Events	6	each	\$47.00	\$282
Poly-Aromatic Hydrocarbons Method 8270D	1 Water Sample Analyzed for PAH Per Event (If Warranted)	2	each	\$135.00	\$270
Purge Water Disposal	Disposal Cost of Purge Water (Approximately 110 Gallons/Event)	220	gallons	\$0.50	\$110
Vacuum Truck Transport Costs	Vacuum Truck Cost to Pick Up and Haul Liquid Waste After Completion of QM Program	4	hours	\$115.00	\$460
Groundwater Monitoring Report	Includes Review of Data, Generation of Maps & Tables, and Generation and Review of Full GMR	0.5	each	\$1,500.00	\$750
QM Total					\$6,634

Notes:
 1. Times and per each quantities are estimates only and will be billed on an actual per unit basis.
 2. Rates based off of Talon/LPE's 2016 rate table.

Ph.1
Actual Costs January - June 30, 2016 \$6,634

Quarterly Groundwater Monitoring Costs (July - December 31, 2016)					
Description	Justification	Quantity	Unit	Price	Extended
Project Manager	Develop Workplan and Cost Proposal	2	hours	\$95.00	\$190
Project Manager	Logistical Coordination (4 Hours/Event)	8	hours	\$95.00	\$760
Environmental Scientist	Groundwater Monitoring (8 Hours/Event)	16	hours	\$83.00	\$1,328
Environmental Technician	Groundwater Monitoring (8 Hours/Event)	16	hours	\$60.00	\$960
Equipment Truck	Equipment Truck for Environmental Scientist/Technician	2	days	\$120.00	\$240
Equipment Truck Mileage	Mileage (20 Miles/Event)	40	miles	\$0.85	\$34
Interface Probe	Gauge Groundwater Levels	2	days	\$150.00	\$300
Submersible Pump	Purge Groundwater	2	days	\$50.00	\$100
Generator	Power Submersible Pump	2	days	\$75.00	\$150
4" Disposable Sampling Bailer	Supply to Collect Water Samples	10	each	\$20.00	\$200
55-gallon Steel Drum	Contain Purged Groundwater	8	drums	\$55.00	\$440
TPH - TCEQ Method TX1005	1 TPH Water Sample per Well x 3 Wells x 1 Event & 7 wells x 1 Event	10	each	\$60.00	\$600
BTEX/MTBE - Method 8021	1 BTEX/MTBE Sample per Well x 3 Wells x 1 Event & 7 Wells x 1 Event	10	each	\$47.00	\$470
Poly-Aromatic Hydrocarbons Method 8270D	1 Water Sample Analyzed for PAH Per Event (If Warranted)	2	each	\$135.00	\$270
Purge Water Disposal	Disposal Cost of Purge Water (Approximately 110 Gallons/Event)	660	gallons	\$0.50	\$330
Vacuum Truck Transport Costs	Vacuum Truck Cost to Pick Up and Haul Liquid Waste After Completion of QM Program	4	hours	\$115.00	\$460
Groundwater Monitoring Report	Includes Review of Data, Generation of Maps & Tables, and Generation and Review of Full GMR	0.5	each	\$1,500.00	\$750
QM Total					\$7,582

Notes:
 1. Times and per each quantities are estimates only and will be billed on an actual per unit basis.
 2. 4th Quarter Event will include the four (4) new wells that will be installed during the 3rd Quarter (sampling for these wells during the 3rd quarter is included in drilling costs).
 3. Rates based off of Talon/LPE's 2016 rate table.

Ph.2
Estimated Costs July - December 31, 2016 \$7,582

Estimated Costs for 2016 Monitoring \$14,216

ATTACHMENT C

3rd and 4th Quarter 2016 Hand Bailing for 6 Weeks (3 Wells)					
Description	Justification	Quantity	Unit	Price	Extended
Project Manager	Recovery Data/Product Recovery Reporting	24	hours	\$95.00	\$2,280
Environmental Technician	Product Recovery	18	hours	\$60.00	\$1,080
Equipment Truck	Equipment Truck for Environmental Scientist/Technician	6	days	\$120.00	\$720
Equipment Truck Mileage	Mileage (20 Miles/Event)	120	miles	\$0.85	\$102
Interface Probe	Gauge Groundwater Levels	6	days	\$150.00	\$900
4" Disposable Sampling Baller	Supplies for Recovery	6	each	\$20.00	\$120
55-gallon Steel Drum	Contain Recovered Product	6	drums	\$55.00	\$330
Purge Water Disposal	Disposal Cost of Purge Water	330	gallons	\$0.50	\$165
Vacuum Truck Transport Costs	Vacuum Truck Cost to Pick Up and Haul Liquid Waste After Completion of QM Program	8	hours	\$115.00	\$920
TOTAL					\$6,617

Notes:
 1. Times and per each quantities are estimates only and will be billed on an actual per unit basis.
 2. Rates based off of Talon/LPE's 2016 rate table.

Q1 Actual \$0.00

Q2 Actual \$0.00

Q3 Estimate \$3,308.50

Q4 Estimate \$3,308.50

Amarillo City Council Agenda Transmittal Memo



Meeting Date	7/26/16	Council Priority	Infrastructure
---------------------	---------	-------------------------	----------------

Department	Planning
-------------------	----------

Agenda Caption

Aviation Clear Zone Easement, being 3,755 feet above mean sea level above the plat of Centerport Addition Unit No. 7, an addition to the City of Amarillo, being a replat of Lot 1, Block 2, Centerport Addition Unit No. 4, out of Section 72, Block 2, AB&M Survey, Potter County, Texas.

Agenda Item Summary

The above referenced Aviation Clear Zone Easement is being requested by the City of Amarillo and is associated with the plat Centerport Addition Unit No. 7.

Requested Action

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

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone 16-06.

06/25/16 _____

AVIATION CLEAR ZONE EASEMENT

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

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

Centerport Addition Unit No 7, an addition to the City of Amarillo, being a replat of Lot 1, Block 2, Centerport Addition Unit No. 4, out of Section 72, Block 2, AB&M Survey, Potter County, Texas

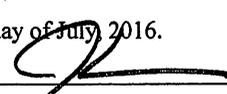
NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does for himself, his successors and assigns, GRANT, BARGAIN, SELL AND CONVEY unto the City of Amarillo, Texas, hereinafter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

GRANTOR, for itself, its successors and assigned, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 3,755 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 3,755 feet above mean sea level.

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

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and that these covenants and agreements shall run with the land, and that for the purposes of this instrument, this easement shall be considered the dominant estate on the above-referenced property.

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 8th day of July, 2016.



John Nelson

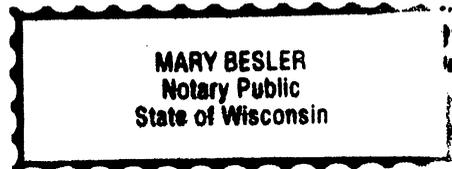
THE STATE OF WISCONSIN §

COUNTY OF WOOD §

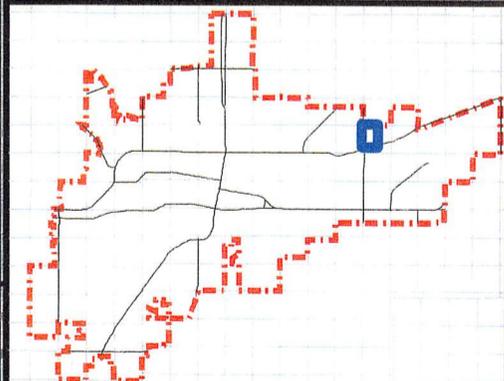
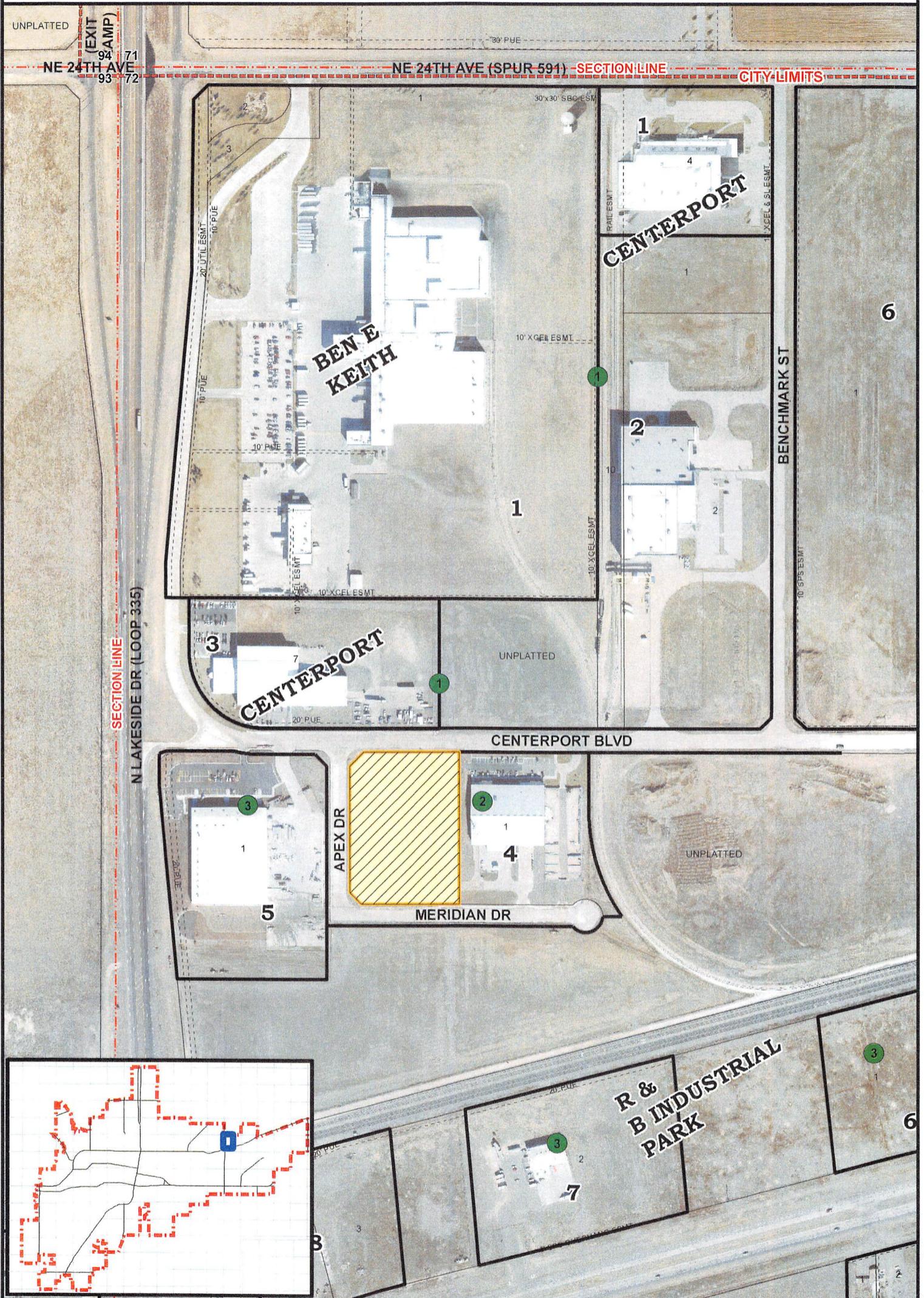
This instrument was acknowledged before me on this the 8th day of July, 2016, by John Nelson.



Notary Public, State of Wisconsin



AVIATION CLEAR ZONE EASEMENT



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1" = 400'
Date: 7-14-16
Case No: ACZ-16-06



ACZ-16-06 Aviation Clear Zone Easement, being 3,755 feet above mean sea level above the plat of Centerport Addition Unit No. 7, an addition to the City of Amarillo, being a replat of Lot 1, Block 2, Centerport Addition Unit No. 4, out of Section 72, Block 2, AB&M Survey, Potter County, Texas.

Developer: John Nelson

Vicinity: Apex Dr & Centerport Blvd

AP: T-10

Amarillo City Council Agenda Transmittal Memo



Meeting Date	7/26/16	Council Priority	Infrastructure
---------------------	---------	-------------------------	----------------

Department	Planning
-------------------	----------

Agenda Caption

Aviation Clear Zone Easement, being 4,650 feet above mean sea level above the plat of Holland Acres Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 175, Block 2, AB&M Survey, Randall County, Texas.

Agenda Item Summary

The above referenced Aviation Clear Zone Easement is being requested by the City of Amarillo and is associated with the plat Holland Acres Unit No. 1.

Requested Action

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

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone 16-05.

AVIATION CLEAR ZONE EASEMENT

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

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

Holland Acres Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 175, Block 2, AB&M Survey, Randall County, Texas.

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

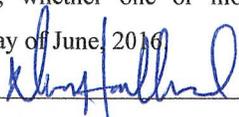
GRANTOR, for itself, its successors and assigned, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 4650 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 4650 feet above mean sea level.

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

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

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

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the 14th day of June, 2016



Dustin Holland

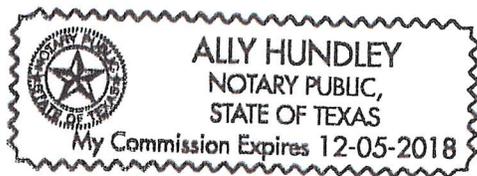
THE STATE OF TEXAS §

COUNTY OF POTTER §

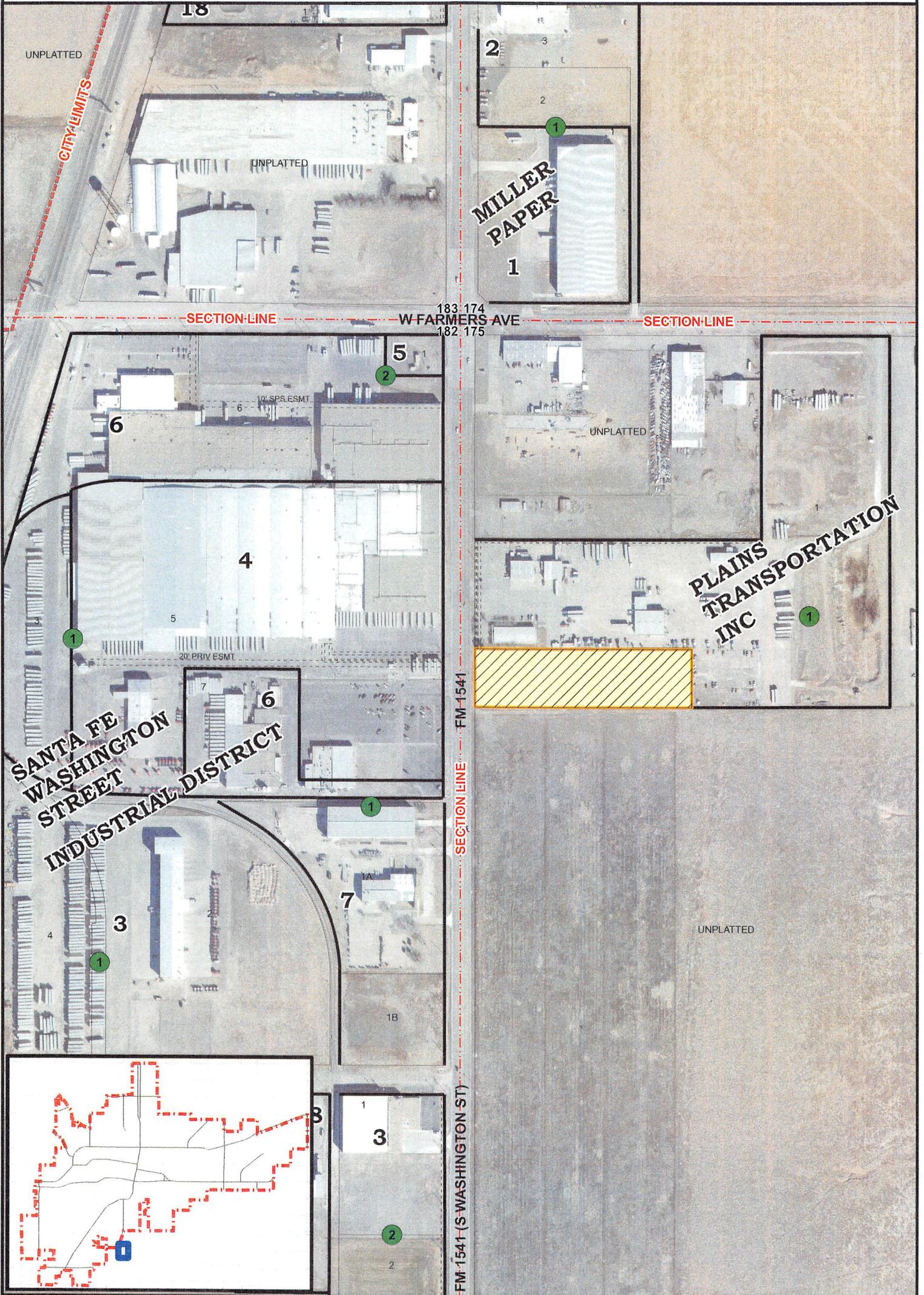
This instrument was acknowledged before me on this the 14th day of June, 2016, by Dustin Holland.



Notary Public, State of Texas



AVIATION CLEAR ZONE EASEMENT



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Scale: 1" = 400'
Date: 6-9-16
Case No: ACZ-16-05



ACZ-16-05 Aviation Clear Zone Easement, being 4650 feet above mean sea level above the plat of Holland Acres Unit No. 1, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 175, Block 2, AB&M Survey, Randall County, Texas.

Developer: Dustin & Jamie Holland

Vicinity: S Washington St & W Farmers Ave

AP: N-17

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
------------	--------------------	------------

Emergency Care Advisory Board (3-year terms)

10/01/2013	Stephen Neumann	04/21/2018 (resigned)
04/21/2010	Brian Eades	04/21/2019 (resigned)

Library Advisory Board (3-year terms)

09/10/2013	Joy Brennaman	07/19/2016
10/01/2013	Cullen Lutz	09/30/2016
09/07/2010	Mary Roman-Jordan	07/19/2016

Parks and Recreation Board (3-year terms)

01/02/2013	William Chafin	07/01/2016
09/10/2013	Terry Easterling	07/01/2016
01/02/2013	David Hudson	07/01/2016

Planning and Zoning Commission (3-year terms)

06/28/2011	David Craig	05/15/2016
05/14/2014	Jessie Phifer	05/15/2018 (resigned 07/11/2016)