

## **AGENDAS**

**FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, OCTOBER 11, 2016 AT 3:30 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7<sup>th</sup> AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.**

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

### **WORK SESSION**

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
  - (2) Discussion on Disqualified Contractors;
  - (3) Update from Animal Management & Welfare on operations and policies;
  - (4) Presentation and discussion on Transit Master Plan Contract/Operational Management Analysis; and
  - (5) Consider future Agenda items and request reports from City Manager.
- B. City Council may convene in Executive Session to receive reports on or discuss any of the following pending projects or matters:
- (1) Sec. 551.071 – Consult with Attorney about pending or contemplated litigation or settlement of same. Nurek and Stennett v. City Of Amarillo; and
  - (2) Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act, Section 551.074. Discussion regarding City Manager and appointment to fill vacancy.

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### **REGULAR MEETING ITEMS**

**INVOCATION:** Jean Ann Hill, No Boundaries International

1. **MINUTES:**  
Approval of the City Council minutes of the regular meeting held on October 4, 2016.
2. **ORDINANCE NO. 7625:**  
This is the second and final reading of an ordinance rezoning of Lot 25, Block 1, Southside Acres Unit No. 26, Section 230, Block 2, AB&M 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 385 for Light Commercial Uses. (Address: 6739 South Western Street.)
3. **APPOINTMENTS – BOARDS AND COMMISSIONS:**  
Appointments are needed for the following boards:

**Airport Advisory Board (3-year terms)**

11/23/2010	Robert Dempsey	10/01/2016
10/01/2013	John S. Denton	10/01/2016
10/01/2013	Bill Harris	10/01/2016
01/12/2010	Jim Mitchell	10/01/2016
11/23/2010	John Whitaker	10/01/2016

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

06/19/2001	Carson Burgess	05/21/2015
11/27/2012	L.V. Perkins	05/21/2015
11/27/2012	Tom Thatcher	05/21/2015
08/27/2008	Kim Crawford	05/21/2016

Downtown Urban Design Review Board (3-year terms)

08/17/2010	David Horsley	08/17/2016
03/10/2015	Steve Pair	08/17/2016
08/17/2010	Dana Walton	08/17/2016
08/17/2010	Wes Reeves	08/17/2016

Greenways Public Improvement District Advisory Board (3-year terms)

10/15/2013	Stephen Carter	09/30/2016
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Texas Panhandle Centers (2-year terms)

09/19/2000	Sam Reeves	10/04/2016
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Zoning Board of Adjustment (2-year terms)

10/08/2013	Craig Davis	09/01/2016
10/08/2013	Chris Rhynehart	09/01/2016
02/27/2009	Richard Walton	09/01/2016
10/08/2013	Tom Kolius	09/01/2016

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 – Professional Engineering Services:

Kimley-Horn and Associates, Inc. – \$2,499,500.00

This contract will design a sanitary sewer outfall line, a lift station, and force main.

B. Award – Purchase of NFPA Compliant Uniform Pants:

DACO Fire Equipment – \$77,500.00

This contract will establish a fixed cost for the purchase of uniform pants for fire department personnel.

C. Approval – Change Order No. 3 – Job No. 411044: Simms Municipal Building New Parking Lot and Streetscapes:

A & S General Contractors – \$66,730.80

Original Contract: \$228,114.00

Change Order 1: \$37,435.04 (previously approved)

Change Order 2: Additional Days No Charge (previously approved)

Change Order 3: \$66,730.80

Total Change Orders: \$104,165.84

Revised Contract: \$332,279.84

Estimated Project Cost: \$345,000.00

Percentage of change off original Estimated Costs 3.5%

This item approves Change Order No. 3 for A & S General Contractors for unknown work required after demolition and removal of the original Paved Parking Area.

D. Approval – Transit Master Plan and Management Systems Review:

The Goodman Corporation - \$205,827.00

This item approves an agreement for Professional Services with The Goodman Corporation for the preparation of a Transit Master Plan and review of the current Management Systems and Regulatory Compliance associated with the operations of Amarillo City Transit. The Goodman Corporation was selected as the most qualified firm to provide the requested services through use of a competitive selection process.

- E. Approval – License and Hold Harmless Agreement:  
This item approves a License and Hold Harmless Agreement to maintain and use a certain encumbrance of surface in the right-of-way of 101 Southeast 11<sup>th</sup> Avenue, adjacent to Lot 7, Block 139, Plemons Unit No. 1, AB&M Survey, Potter County.
- F. Dedications and Acceptances:  
Dedication of two 11.5' Public Utility/Drainage Easements, one .042 acre Storm/Sewer Drainage Easement and a 37' Street Dedication deed in Section 43, Block 9, BS&F Surrey, Potter County, Texas in the vicinity of Point West Parkway and Outlook Drive.

### **PUBLIC FORUM**

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

### **MISCELLANEOUS**

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

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

Posted this 7th day of October 2016.

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

On the 4th day of October 2016, the Amarillo City Council met at 4:00 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 DEMERSON  
LISA BLAKE  
MARK NAIR

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

Absent was Councilmember Randy Burkett. Also in attendance were the following administrative officials:

TERRY CHILDERS  
BOB COWELL  
BRYAN MCWILLIAMS  
JACKSON ZAHARIA  
FRANCES HIBBS

INTERIM CITY MANAGER  
DEPUTY CITY MANAGER  
DEPUTY CITY ATTORNEY  
ASSISTANT CITY ENGINEER  
CITY SECRETARY

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

Proclamations were presented for "Domestic Violence Awareness Month" and "Realtor Day."

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

ITEM 1: Mayor Harpole presented the minutes for September 27, 2016. Motion was made by Councilmember Nair to approve the minutes; motion was seconded by Councilmember Blake, and unanimously carried to approve the minutes.

ITEM 2: Mayor Harpole presented the first reading of an ordinance rezoning of Lot 25, Block 1, Southside Acres Unit No. 26, Section 230, Block 2, AB&M 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 385 for Light Commercial Uses. This item was recommended for approval by a 5:0 vote of the Planning and Zoning Commission. (Address: 6739 South Western Street.) AJ Fawver presented this ordinance. Motion was made by Councilmember Demerson, seconded by Councilmember Nair, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7625

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 CATALPA LANE, RANDALL COUNTY, TEXAS. PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Harpole, Councilmembers Demerson, Blake and Nair; voting NO were none; the motion carried by a 4:0 vote of the Council.

ITEM 3: Mayor Harpole presented the second and final reading of an ordinance rezoning Lots 12 and 13, Block 58, Mrs. M.D. Oliver Eakle, in Section 171, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys and public ways to change from General Retail (GR) District to Light Commercial (LC) District. This item was denied by the Planning and Zoning Commission.

Mayor Harpole stated he had questions about the zoning and restrictions around the area. Mr. Childers stated Ms. Fawver could provide a quick overview of the presentation from last week. Councilmember Nair stated he was the descending vote last week. He stated after reviewing the area again he would stick to his original vote. Councilmember Demerson stated he seconded motion on two factors, an existing used car lot in the vicinity and changes in that area. TxDot is building a high rise overpass in that area and there were no oppositions. Mayor Harpole cautioned setting precedence. Carol Smith, 1616 South Polk Street, asked for clarification on the location. She stated she was a property manager directly behind and north of this location. She stated there has been problems with tires being dumped in the area. She further stated she had a degree of concern for a used car lot being located in that particular area. Motion was made by Councilmember Demerson to approve this ordinance. Mayor Harpole stated without a second the motion would not be considered.

**ORDINANCE NO. 7624**

**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 CANYON DRIVE AND SOUTHEAST 24<sup>TH</sup> AVENUE, POTTER COUNTY, TEXAS. PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**ITEM 4:** Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Councilmember Nair asked that Item 4G be removed from consideration. Motion was made by Councilmember Blake to approve the consent agenda, seconded by Councilmember Nair.

- A. Award – Software Maintenance:**  
Oracle – \$124,442.62  
This purchase renews annual vendor-provided support and maintenance for the Oracle JD Edwards software suite which is utilized by all City departments.
- B. Award – Supply Agreement for Self Contained Breathing Apparatus (SCBA) Repair Parts:**  
Award to Panhandle Breathing Air Systems, Inc. - \$100,615.00  
This supply agreement will establish a fixed cost for the purchase of parts used to repair firefighter SCBA.
- C. Award – Software Service and Implementation Agreement:**  
Kronos, Incorporated – \$117,494.06  
This agreement will implement Kronos TeleStaff for Amarillo Fire Department as a cloud-hosted service and provide access to the service for a period of twelve months.
- D. Approval – Reconstruction at 107 South Louisiana Street for HOME Investment Partnership Program:**  
Arnett Homes, Inc. -- \$148,500.00  
The Community Development Department is seeking approval of an agreement with Arnett Homes, Inc. for the reconstruction of a single-family unit and award of \$148,500.00 from the City's Home Reconstruction Program.
- E. Approval – Authorizing the Addition of Two Member Services Under the Aetna Medical Contract:**  
Aetna Life Insurance Company -- \$65,364.00  
The Benefit Office is seeking review and approval of two new member services to be provided by Aetna Life Insurance Company. The services are Health Concierge and Designated Precertification Services.

F. Approval – Aviation Clear Zone Easement:

Aviation Clear Zone Easement being 4,600 feet above mean sea level above the plat of Longhorn Addition Unit No. 6, an addition to the City of Amarillo, being an unplatted tract of land and replat of all of Lot 1, Block 4, Longhorn Addition Unit No. 4, Section 140, Block 2, AB&M Survey, Randall County, Texas. (Vicinity of Southeast 42n Avenue and Osage Street.)

Voting AYE were Mayor Harpole, Councilmembers Demerson, Blake and Nair; voting NO were none; the motion carried by a 4:0 vote of the Council.

Mayor Harpole announced that this is the end of the regular agenda, but this time is reserved to hear from any citizen concerning matters pertaining to City policies, programs or services not on today's agenda. The public forum is set under the Open Meetings Act and that during the public forum the City Council can respond with a statement of fact, a statement of City policy or decide whether to place an item on a future agenda. James Schenck, 6216 Gainsborough Street, spoke about the upcoming election and the seven propositions. There were no further comments.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

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

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

# Amarillo City Council Agenda Transmittal Memo



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<b>Meeting Date</b>	October 4, 2016	<b>Council Priority</b>	Community Appearance
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<b>Department</b>	Planning Department
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## Agenda Caption

Address: 6739 S WESTERN ST

This is an ordinance rezoning of Lot 25, Block 1, Southside Acres Unit No. 26, Section 230, Block 2, AB&M 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 385 for Light Commercial Uses.

## Agenda Item Summary

Whenever a rezoning request is submitted, staff looks at several factors when analyzing its appropriateness. These factors include existing zoning and development patterns, conformance with the recommended concept of development (Neighborhood Unit) and conformance with the Comprehensive Plan's future land uses map among others.

It should be noted that this request does not follow the Neighborhood Unit concept or the Comprehensive Plan's Future Land Use map, which identifies this land to be utilized as "Estate Residential". Staff analysis of the area revealed, properties along the eastern side of Western St. to be developing in a commercial fashion. Many tracts to the north have been developed with land uses that would require Light Commercial (LC) district zoning. When previous staff researched this request, it was suggested to the applicant that the use of Planned Development (PD) districts could be used to specifically dictate uses of the land, limiting it to retail uses and/or a specific "commercial" land use.

The applicant's request would be similar; however, this proposal will impose a limitation on land uses that would be generally allowed in Light Commercial (LC) district zoning, but not those considered inappropriate in close proximity to residential development.

While it is true that development of this area does not fall within the traditional Neighborhood Unit idea, there has been activity in the area of a commercial nature; nonetheless, staff believed that careful measures for protecting the nearby residential neighborhoods were in order. It should be noted that a reexamination of the Future Land Use map and update should be undertaken to provide a more accurate planning tool; however, since this project review was already well underway, staff is moving forward with the original approach suggested of a Planned Development (PD) to control this important transitional area in the meantime - an area heavily influenced by the existing zoning patterns.

The applicant submitted a site plan for review. Staff requested additional information and revisions to the site plan. The applicant has returned the corrected site plan and, if approved, the following development standards will be required as part of the ordinance.

1. Land use: All uses allowed under Light Commercial District excluding the following:

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# Amarillo City Council

## Agenda Transmittal Memo



1. Parking lot, truck/truck stop
2. Cleaning, dyeing, or laundry plant
3. Laboratory manufacturing
4. Light fabrication and assembly process
5. Milk depot, dairy, or ice cream plant
6. Mobile home/manufactured home sales or rental
7. New building material sales and/or storage
8. Outdoor storage screened (as primary use of land)
9. Receiving Center for recyclable items
10. Auto paint and body shop (unless accessory to an auto sales lot)
11. Utility shops, storage yards, or buildings (private)

Staff recommends the following uses also be excluded so as not to create conflict with the existing residential uses so close in proximity:

1. Amusement, commercial (outdoor);
  2. Halfway house;
  3. Use Type G – Transportation Related Uses;
  4. Dance hall or night club;
  5. Automobile repair garage;
  6. New or used heavy machinery sales with associated storage or repair;
  7. Portable building sales;
- 
2. Landscaping: 15 percent landscaping area requirement and seven (7), two-inch caliper trees. All landscaping standards not listed shall comply with the City's Landscape Ordinance.
  3. Parking: Off street parking to follow City of Amarillo Parking Manual
  4. Lot coverage: The current maximum lot coverage is 50 percent. This PD requires maximum of 40 percent.
  5. Signage: No signs shall be operated on the property that use or have attached any flashing, pulsating or rotating light source. No portable signs allowed. No pole signs will be allowed. All other sign standards not defined shall comply with Light Commercial District Sign Standards
  6. Lighting: All exterior lighting shall be directed onto the property in such a manner to minimize or eliminate glare across adjacent property lines.
  7. Fencing: Eight-foot high fence around the northern, eastern, and southern property line.

# Amarillo City Council

## Agenda Transmittal Memo



All other development standards not listed above shall comply with Light Commercial (LC) development standards.

In this instance, Planned Development (PD) zoning is being used to ensure adequate safeguards are in place to mitigate any negative impacts to the residences along Western St. This tool utilizes increased landscaping ratios and tree counts, minimizes allowable sign area, and screens any outdoor storage.

Staff believes that the distance provided by Western St. (120 feet) and Catalpa Ln. (60 feet) from the residential land uses and/or zoning, that the proposed use would not have any negative impacts on the area. Staff met with the applicant to discuss any outstanding issues, as well as additional restrictions that will alleviate the impacts on the surrounding area.

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### Requested Action

The applicant is requesting Planned Development (PD) zoning in order to develop the land with some limited Light Commercial (LC) uses.

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### Funding Summary

N/A

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### 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 4:0 vote of the Planning and Zoning Commission at its September 26, 2016 Public Meeting.

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### City Manager Recommendation

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

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ORDINANCE NO. 7625

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

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

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

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

Rezoning of Lot 25, Block 1, South Side Acres Unit No. 26, Section 230, Block 2, AB&M 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 385 for Light Commercial 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 October, 2016 and PASSED on Second and Final Reading on this the \_\_\_\_\_ day of October, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

These plans were prepared by the architect and shall not be used for the construction of any other project other than the one specified herein without the written consent of the architect.

The Texas Board of Architectural Examiners, P.O. Box 12117, Austin, Texas 78711, is the official seal of the Board of Architectural Examiners, State of Texas, and is not to be used for any other purpose without the written consent of the Board of Architectural Examiners, State of Texas, P.O. Box 12117, Austin, Texas 78711.



Seal Expires On: 02.28.17  
Seal Date: 09.21.16

**legal description**

Proposed South Side Acres Unit No. 26.

**owner / developer**

Composite Asset Group, LLC  
PO Box 7984, Amarillo, TX 79114  
(806)236-9592

**building use schedule**

- Building A Retail
- Building B Restaurant / Coffee House
- Building C Retail
- Building D Office (1 rtd) / Warehouse (1 rd)
- Building E Office (1 rtd) / Warehouse (1 rd)
- Buildings F1 - F15 Warehouse (1 rtd) / Office (1 rd)

**parking calculations**

- Building A 1600 SF / 200 = 8  
800 SF / 1000 = 1
- Building B 4000 SF x 60% = 2400 SF / 45 = 54
- Building C 7200 SF / 200 = 36  
3600 SF / 1000 = 4
- Building D 2700 SF / 400 = 18  
3600 SF / 1000 = 4
- Building E 5600 SF / 400 = 14  
2800 SF / 1000 = 3
- Buildings F1 - F15 1400 SF / 1000 = 1.4 x 15 = 21  
600 SF / 400 = 1.5 x 15 = 23

Total Parking Required 186 Spaces  
Total Parking Provided 273 Spaces  
Total Handicap Parking 25 Provided

**landscape calculations**

Landscaping Required 66,400 SF x 15% = 9,960 SF  
Landscaping Provided 10,050 SF  
Note - Landscaping provided above is in the front yards of Buildings A, B & C. Tree Islands not included in this area.  
Street frontage trees provided at 40' o.c. (maximum).  
Parking lot trees required - 282 spaces / 20 = 15  
Parking lot trees provided - 15

**lot coverage**

66,400 SF (Buildings) / 316,331 (lot area) = 19.7%

**fire lanes**

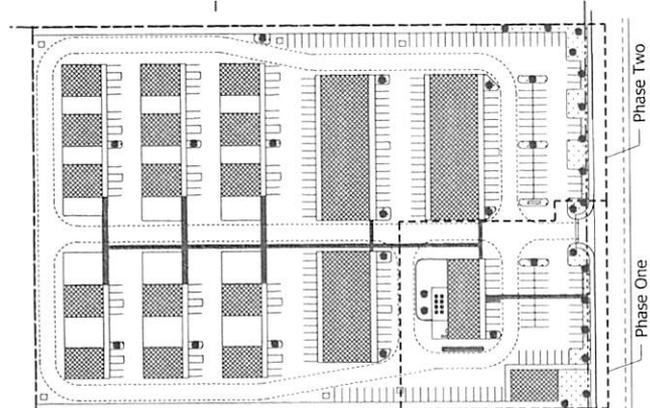
20' wide, 30' inside radius, 50' outside radius

**zoning**

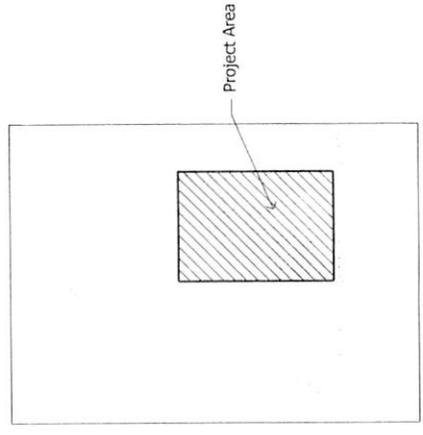
Items not specifically described on the site plan shall follow light commercial (LC) zoning standards.

**ADA**

All site features shall comply with all applicable TAS / ADA rules and regulations.



**Phasing Plan**



**Vicinity Map**

**Planned Development**

South Side Acres - Unit #26  
Amarillo, Texas



REVISIONS:	
No.	Date

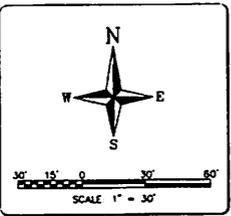
  

<b>Drawings:</b>	<b>Site Plan</b>
drawn by: <b>ds</b>	checked by: <b>ds</b>
date: <b>09.21.16</b>	Sheet No. <b>PD-1</b>

**Planned Development Plan**



1"=40'-0"



**Grading Legend**

X 3657.79 Existing Spot Elevation

○ 28.10 Design Spot Elevation

--- Proposed Swale

--- Existing Contour Line

**Notes:**

Existing Contour Lines are approximations by definition.

Add 3000 to all proposed elevations.

**Abbreviation Legend**

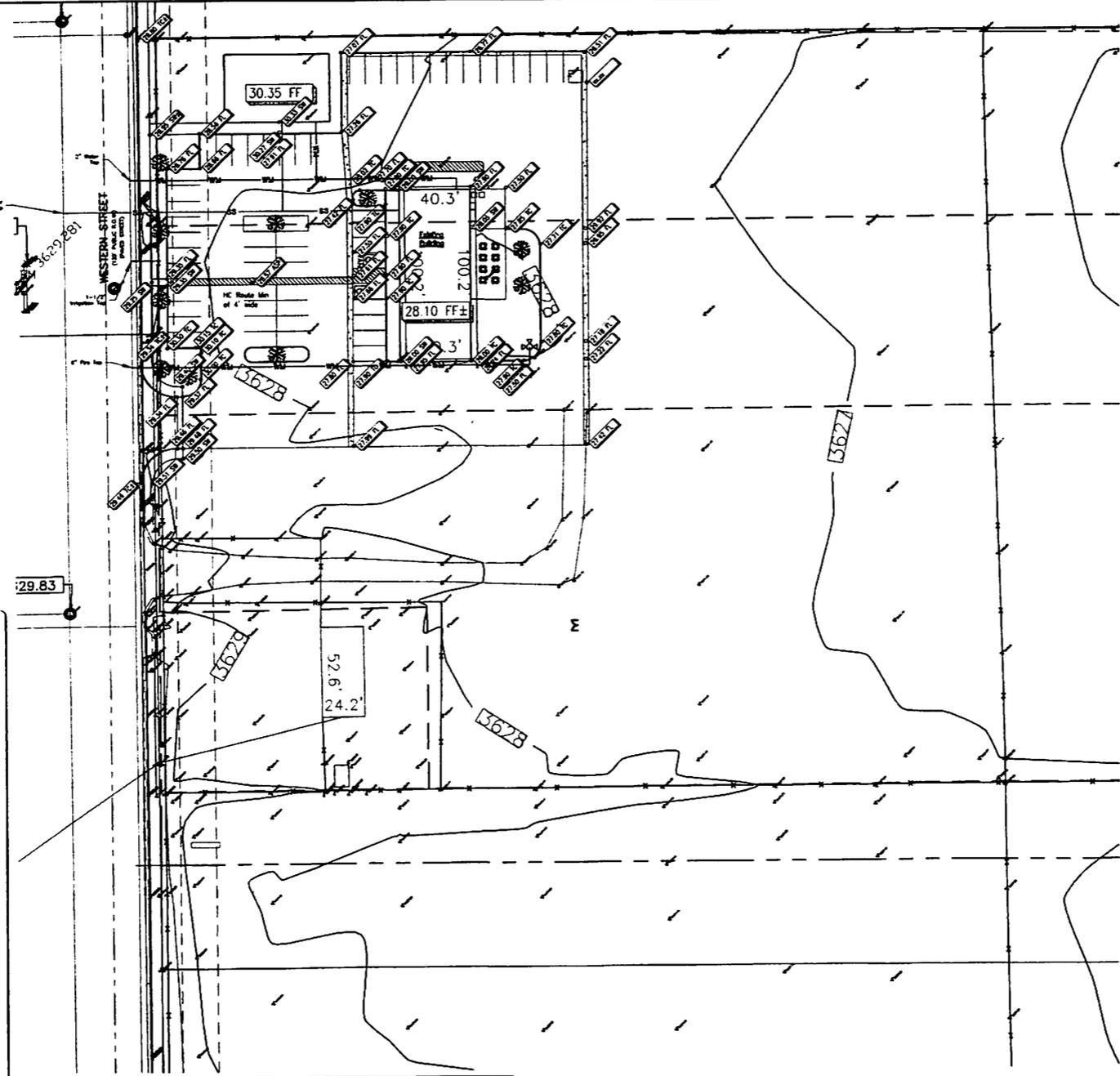
Abbreviation	Description
Asp	Asphalt
CC	Concrete
EA	Existing Asphalt
EC	Existing Curb
EP	Existing Pavement
FF	Finished Floor
FL	Flow Line
RM	Retaining Wall
SB	Sidewalk
TC	Top of Curb

**Recommended Minimum Sampling and Testing Frequencies**

It is recommended that the site preparation, pavement construction, foundation construction and floor slab construction be monitored by the Geotechnical engineer or his representative. Following are recommended minimum sampling and testing frequencies.

- Earthwork**
- At least one moisture-density (Proctor) test, Atterberg limits test, and percent finer than #200 sieve test should be performed per each soil type such as subgrade, backfill, or select fill materials.
  - Density and moisture content test in structure areas:
    - At least one test per 2000 square feet of surface area on the subgrade soils or a minimum of three tests.
    - At least one test per 2000 square feet of surface area for each compacted 6-inch thick layer of select fill or a minimum of three tests.
  - Density and moisture content test in pavement areas:
    - At least one test per 2500 square feet of surface area on the subgrade soils.
    - At least one test per 2500 square feet of surface area for each compacted 6-inch thick layer of select fill.
  - Testing of backfilled trenches should be at least one density and moisture content test per 100 linear feet of trench per 6-inch compacted fill thickness.

- Concrete**
- At least one slump, air content and temperature test should be performed per 50 cubic yards of each type of concrete placed each day including when concrete test cylinders are molded.
  - At least one set of 4 concrete test cylinders should be molded for each type of concrete per 50 cubic yards or fraction thereof placed in a day.



Rev.	Date	Description	Date	Owner	Date	City
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

**Notes:**

2X Slope must be maintained for 5' of all entrances and the top and bottom of all HC Runways.

2X Slope must be maintained in all directions in handicap parking and loading areas.

Do not install curb behind any handicap access ramps to allow for proper drainage.

The site plan will consist of two phases as illustrated on the approved Planned Development site plan. At the time of the development for phase 1, a site plan re-submittal is required to demonstrate compliance with all adopted City Codes and ordinances. The PD approval does not constitute a site plan approval for phase 1. Amendments will be necessary for any changes to future development.

**Site & Soil Preparation Notes:**

The top 24" should be processed and compacted that were beneath the previous building. Strip vegetation and loose topsoil by removing the top nine (9) inches from the building area.

- Subgrade Preparation**
- The top 12-inches should be plowed or scarified and processed to near optimum moisture  $\pm 2\%$ , and compacted to at least 95% of maximum dry density as determined by (ASTM designation: D698-91) and tested in accordance with ASTM designation D2922-91.
  - The site should be proof rolled to detect soft areas which should be removed and properly replaced, processed, and recompact in loose lifts of approximately 6-inch thickness and compacted to 95% of Standard Proctor Density (ASTM D-698-91) and tested in accordance with ASTM designation D2922-91 at  $\pm 2\%$  of optimum moisture.
  - Subgrade should be tested by a qualified Laboratory Technician under the supervision of a Registered Professional Engineer specializing in geotechnical studies.
  - During Construction a positive drainage scheme should be implemented to prevent ponding of water on the subgrade or select fill. In no instance should water be allowed to pond in the foundation vicinity either during or after construction.

- Foundation Preparation**
- Select fill material will have a PI between 10-20 and will be placed in compacted lifts not to exceed six (6) inches per compacted lift. The select fill will be moisture conditioned to between minus zero (0) and plus two (+2) percentage points of the optimum moisture content and compacted to 95% standard proctor.
  - The site should be proof rolled to detect soft areas which should be removed and properly replaced.
  - Each lift should be tested by a qualified laboratory technician under the supervision of a Registered Professional Engineer specializing in geotechnical studies.
  - The top 2-inches of fill should be sand, or other free draining soil, in the area beneath all slabs and sidewalks. The sand cushion or other free draining soil, should be damp and compacted prior to placing the fresh concrete, and should have a PI of 8 or less.

Site Bench Mark  
 Chiseled Square on NE corner of Storm Drain inlet on the west side of Western north of the drainage channel from Rincon Ave  
 Elevation = 3629.28 NAVD 88 DATUM



Thomas & Israel Consulting Engineers  
 517 N. Paul Street, Amarillo, Texas 79107  
 Phone: (806) 358-4829 Fax: (806) 358-4820  
 Email: trengar@thomasandisrael.com  
 TBE# Reg. # E-29116

Designed By  
 WST

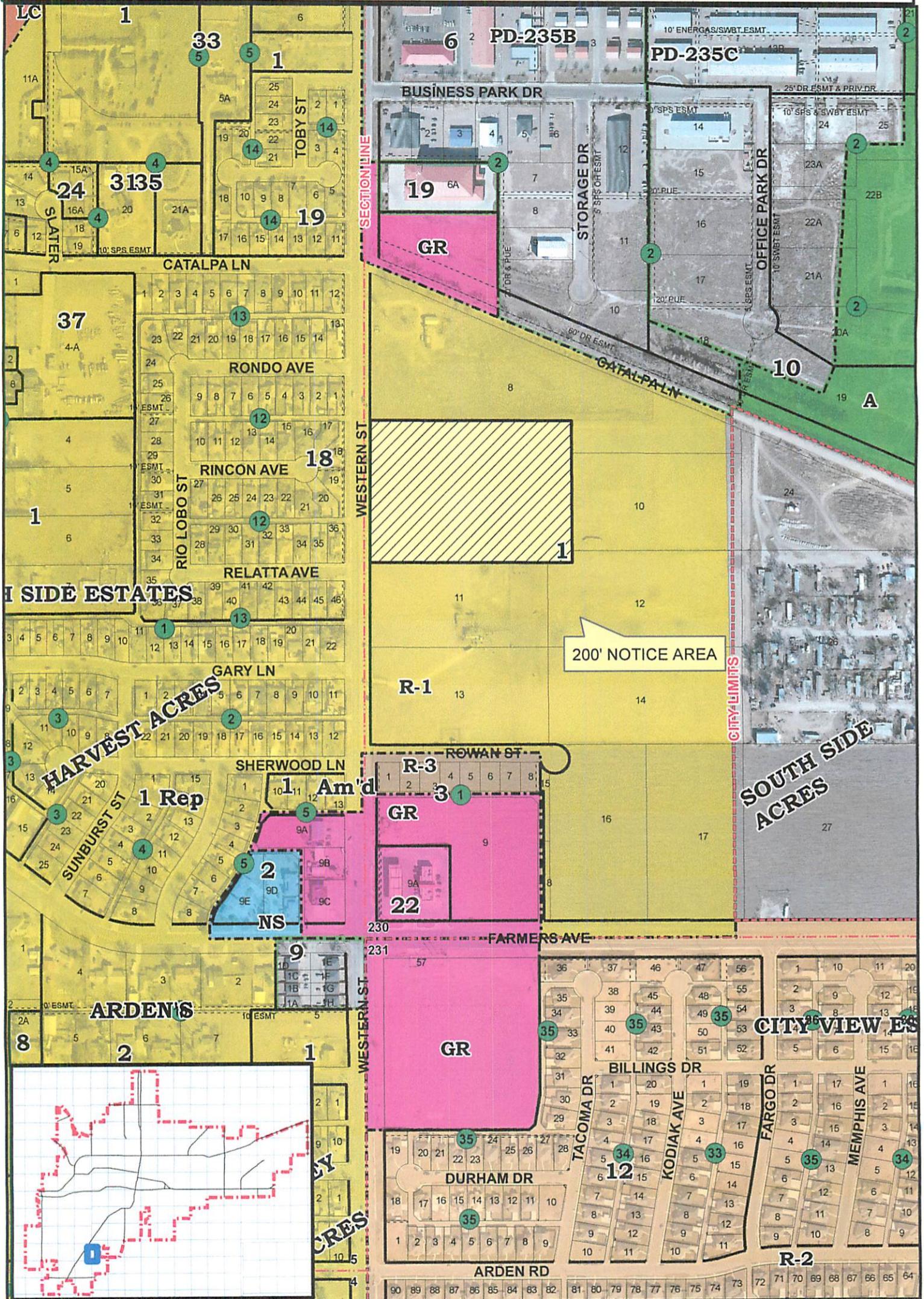
Drawn By  
 rmm

Scott Stark

Project: South Side Area 26 PD  
 Sheet Title: Grading Plan

Date: September 2016  
 Job Number: 13891 16  
 Sheet Number: C2

# REZONING FROM R-1 TO PD



## CITY OF AMARILLO PLANNING DEPARTMENT

Scale: 1" = 400'  
 Date: 9-1-16  
 Case No: Z-16-28



Z-16-28 Rezoning of Lot 25, Block 1, South Side Acres Unit No. 26, Section 230, Block 2, AB&M 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 Light Commercial uses.

Applicant: David R. Thompson

Vicinity: Western St. & Catalpa Ln

AP: L-16

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	10/11/2016	<b>Council Priority</b>	Long-term Plan for Infrastructure Initiative
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<b>Department</b>	1415 Capital Projects & Development Engineering
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### Agenda Caption

Award of contract for professional engineering services for Kimley-Horn and Associates, Inc. to design a sanitary sewer outfall line, a lift station, and force main. \$2,499,500.00

### Agenda Item Summary

The agreement for engineering services is for the design of the Northwest Outfall and Lift Station 55, including a force main. The outfall line, lift station, and force main will serve the northwest area of the city, including the medical facility area, to accommodate future development. The Northwest Outfall entails approximately 7.5 miles of pipe ranging in size from 10 inches to 30 inches, and will allow the abandonment of four existing lift stations. Lift Station 55 will serve future development in the northwest portion of the city, and includes approximately one mile of force main.

### Requested Action

Consider approval and award of the engineering services contract.

### Funding Summary

Funding was approved in previous and current budgets for Job 521652 and Job 521923.

### Community Engagement Summary

The design of this project will have minimal impact on the community. The community engagement process will begin as the project moves into the construction phase.

### Staff Recommendation

City staff is recommending approval and award of the contract.

**RFQ #07-16 PROFESSIONAL ENGINEERING SERVICES FOR NORTHWEST OUTFALL LINE**

Preliminary Completion of Points Evaluation Criteria Ranking	Points Possible				Total Points Possible	Comments
	General Requirements: The firms's understanding of the scope and specific approach to the project and general nature of services offered	Capabilities and Capacity: Capabilities and expertise of the firm and personnel assigned to this project. Capacity of the firm and sufficiency of staff and resources to execute the project in a timely manner	Past Experience: Past experience and record of performance on similar projects with the City of Amarillo or other governmental agencies	Demonstrated Ability: Demonstrated ability to perform tasks as outlined in the project scope		
Vendor	75	75	75	75	300	Comments
CH2M HILL	68	65	60	64	257	
FRESE & NICHOLS	51	60	54	58	223	
HDR ENGINEERING	64	57	62	64	247	
ALAN PLUMMER AND ASSOCIATES	56	51	57	58	222	
KIMLEY HORN	65	68	66	68	267	
PARKHILL SMITH AND COOPER	66	65	50	57	238	
Date:						

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	October 11, 2016	<b>Council Priority</b>	Safety / Best Practices
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<b>Department</b>	Fire Department
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### Agenda Caption

Award of contract for purchase of NFPA-compliant uniform pants:  
 Daco Fire Equipment -- \$77,500.00  
 This contract will establish a fixed cost for the purchase of uniform pants for fire department personnel.

### Agenda Item Summary

The AFD has switched to NFPA-compliant synthetic flame-resistant (FR) uniform pants to meet national station wear standards, increase fade-resistance, and increase longevity/durability of the issued pants. Previously used cotton pants would fade quickly and rip at stress points very easily, usually lasting an individual between 6-12 months. Although the synthetic pants are twice the cost of previous type of pants, through wear testing (for one year) and discussions with various vendors that offer comparable synthetic FR pants, the AFD expects to extend the life of a pair of issued pants to two years or more. Pants are ordered to fit specific individuals (waist and inseam). The AFD does not keep an inventory of this item; upon receipt they are immediately issued to an individual. Vendors are required to supply pants to the AFD within 90 days of when an order is placed.

Two vendors returned a bid for the contract. Daco Fire Equipment turned in the low bid of \$77,500. The contract was for 500 pair of pants, but included a variance of +/- 20%, which means the AFD is only required to purchase 400 pair of these pants to meet the minimum purchase agreement of the contract. The AFD FY2016 proposed budget includes \$73,920 for the estimated cost of 528 of these garments. Based on the per garment bid cost returned by Daco, the proposed FY2016 budget will allow the AFD to purchase 477 pair of these pants.

### Requested Action

The fire department requests that the Council approve the bid submitted by Daco Fire Equipment for \$77,500.

### Funding Summary

Previously the account funding was from 1920.51300; with the consolidation of the 1910 & 1920 departments, the new funding source for FY2016 will be the **Clothing and Linen** Account #1910.51300.

### Community Engagement Summary

none

### City Manager Recommendation

Bid No. 5528 CERTIFIED NFPA 1975 & 1977 FATIGUE PANTS ANNUAL CONTRACT  
Opened 4:00 p.m. August 15, 2016

---

To be awarded as one lot                      DACO FIRE EQUIPMENT      LION FIRE REPONDER INC

---

Line 1 Fatigue pants-dual compliant, per specifications

500 pr

Unit Price

\$155.000

\$195.000

Extended Price

77,500.00

97,500.00

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Bid Total

77,500.00

97,500.00

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Award by Vendor

77,500.00

C

# Amarillo City Council Agenda Transmittal Memo



Meeting Date	10/11/2016	Council Priority	Downtown Development
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Department	Facilities 1252
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### Agenda Caption

**Approval – Change Order No. 3 – Job No. 411044: Simms Municipal Building New Parking Lot and Streetscapes**  
**A & S General Contractors – \$66,730.80**

### Agenda Item Summary

**Approval – Change Order No. 3 – Job 411044: Simms Municipal Building New Parking Lot and Streetscapes**

Original Contract:	\$228,114.00
Change Order 1:	\$37,435.04 (previously approved)
Change Order 2: Additional Days	No Charge (previously approved)
Change Order 3:	\$66,730.80
<b>Total Change Orders</b>	<b>\$104,165.84</b>
<b>Revised Contract</b>	<b>\$332,279.84</b>
<b>Estimated Project Cost</b>	<b>\$345,000.00</b>
Percentage of change off Estimated Costs	3.5%

These Item approves Change Orders No. 3 for A & S General Contractors for unknown work required after Demolition and removal of the original Paved Parking Area.

### Requested Action

**Approval – Change orders nos. 1 , 2, and 3 – Job 411044: Simms Municipal Building New Parking Lot and Streetscapes**

### Funding Summary

**General Fund account #411044.17400.1040 total \$374,000.00**

### Community Engagement Summary

N/A

### Staff Recommendation

CHANGE ORDER  
CITY OF AMARILLO  
FACILITIES ADMINISTRATION

JOB NO. 411044.17400.1040  
Simms Municipal New parking Lot and Streetscapes  
CONTRACTOR: A&S General Contractors, Inc.

DATE: 6/3/2015

CHANGE ORDER: One

DESCRIPTION OF CHANGE

ITEM NO.	DESCRIPTION	ORIGINAL ESTIMATED QUAN.	REVISED ESTIMATED QUAN.	NET CHANGE IN QUAN.	UNIT MEASURE	UNIT PRICE	NET CHANGE IN DOLLARS
1	Cut out 6" of exiting gravel base & haul Off site, wheel rolla & fine grade subgrade to repare for new base. Provide place & compact 6" new caliche base that meets COA Specifications	0	1490 SY	0	0	0	\$29,945.00
	<div style="background-color: yellow; padding: 2px;">                     North Parking Lot Only                      Exclusions - Testing of base &amp; Subgrade, removal of existing concrete footings,                      Responsibility for existing state of the subgrade                 </div>						
2	Additional Supervision for 10 Day	0	3172.8				\$3,172.80
3	Oh & P	0	3311.78				\$3,311.78
4	Additional cost for Bond & insurances	0	1005.46				\$1,005.46

NET THIS CHANGE ORDER \$37,435.04

PREVIOUS CHANGE ORDERS \$0.00

TOTAL CHANGE ORDERS \$37,435.04

ORIGINAL CONTRACT TOTAL \$228,114.00

REVISED CONTRACT AMOUNT \$265,549.04

REVISED CONTRACT TIME IN WORKING DAY -10

APPROVED: A&S General Contractor  
Contractor

RECOMMENDED [Signature] 8-24-16  
Facilities Manager

BY [Signature] 8/24/16  
City Manager

- cc:
- DEPARTMENTAL
  - ACCOUNTING
  - CONTRACTOR
  - PROJECT REPRESENTATIVE
  - PUBLIC WORKS PROJECT COORD.



PHONE : 806-355-8253

**A & S GERNERAL**

FAX: 806-353-0719

**CONTRACTORS**

**CHANGE PROPOSAL**

**PROJECT:**

Simms Municipal Building New Parking & Streetscapes  
for  
The City of Amarillo

**Bid No.** 5446  
**A & S #** 2016-143  
**Proj. #** 411044.17400.1040

**TO :**

City of Amarillo  
Attn: Louis Gilley  
P.O. Box 1971  
Amarillo, TX 79105-1971

**OWNER:**

City of Amarillo  
Facilities Administration Dept.  
P.O. Box 1971  
Amarillo, TX 79105-1971

**Proposal for adding base 1490 SY's for the exiting North parking lot only since the existing base is gravel**

- 1. Cut out 6" of existing base and haul off \$29,945.00
- 2. Wheel roll & fine grade sub grade for base placement.
- 3. Provide , install place and compact 6" of new caliche base that meets the COA Specifications
  
- 2. A&S Supervision for an additional 10 days \$3,172.80
  
- 3. Exclusions - Testing of base & Subgrade, removal of existing concrete footings, Responsibility for existing state of the subgrade

\*\*\*\*\*Additional 10 days requested\*\*\*\*\*

			\$33,117.80
OH & P	10%		\$3,311.78
Bond/Insurance	2.76%		\$1,005.46
<b>Total</b>			\$37,435.04

**A & S - REPRESENTATIVE**  
BY: Michael Drennan

**OWNER'S REPRESENTATIVE**  
BY:  
DATE:



10221 Climer Circle  
Amarillo, TX 79124  
Office: (806) 376-8629  
Fax: (806) 356-0069

**A PROPOSAL FOR ADDITIONAL WORK**

Project Name: Simms Municipal Building  
Project Location: Amarillo, TX  
Architect: Louis K Gilley

Holmes Construction Co., LP proposes to furnish material, equipment, manpower and other associated general conditions required and necessary to complete the site work and/or paving work for the above referenced project according to the following conditions and qualifications and for the dollar amount noted herein:

**WORK SCOPE**

The following work shall be completed in a timely and workman like manner and according to the project plans and specifications and shall include the following:

**SITE WORK = 1,490 SY (NORTH SIDE ONLY)**

1. Cut out 6" of existing base material and haul off site.
2. Fine grade subgrade to prepare for base placement.
3. Provide, place and compact 6" new caliche base that meets COA specifications.

Labor & Equipment = \$10,040.00  
Trucking = \$11,060.00  
Caliche Base = \$8,845.00

**EXCLUSIONS:**

1. Testing of base and subgrade.
2. Removal of concrete footings.
3. Responsibility for existing state of subgrade.

The aforementioned work shall be completed as per the plans, specifications, qualifications and exclusions noted in this proposal for the following sum

**\$29,945.00**  
*(Twenty nine thousand nine hundred forty five dollars)*

HCCLP Authorized Signature: *Thomas D. Carver*

Date: August 23, 2016

Customer Signature:

Date:

Holmes Construction Co., LP would like to thank you for this opportunity to bid this project for you.  
This proposal may be withdrawn by HCCLP if not accepted within 30 days.

*Holmes Construction Co., LP shall not be responsible for locating underground utilities and will not be held liable for any damages occurring to utilities.*

CHANGE ORDER  
CITY OF AMARILLO  
FACILITIES ADMINISTRATION

JOB NO. 411044.17400.1040  
Simms Municipal New parking Lot and Streetscapes  
CONTRACTOR: A&S General Contractors, Inc.

DATE: 9/26/2016

CHANGE ORDER: Two

DESCRIPTION OF CHANGE

ITEM NO.	DESCRIPTION	ORIGINAL ESTIMATED QUAN.	REVISED ESTIMATED QUAN.	NET CHANGE IN QUAN.	UNIT MEASURE	UNIT PRICE	NET CHANGE IN DOLLARS
1	5 Weather days due to Rain & Muddy Site effect Critical path						

NET THIS CHANGE ORDER	\$0.00
PREVIOUS CHANGE ORDERS	\$37,435.04
TOTAL CHANGE ORDERS	\$37,435.04
ORIGINAL CONTRACT TOTAL	\$228,114.00
REVISED CONTRACT AMOUNT	\$265,549.04
REVISED CONTRACT TIME IN WORKING DAY -5	

APPROVED: <sup>c</sup>  
A&S GENERAL CONTRACTORS  
Contractor  
[Signature]  
BY  
\_\_\_\_\_  
City Manager

RECOMMENDED  
[Signature]  
Facilities Manager

- CC:
- DEPARTMENTAL
  - ACCOUNTING
  - CONTRACTOR
  - PROJECT REPRESENTATIVE
  - PUBLIC WORKS PROJECT COORD.

CHANGE ORDER  
CITY OF AMARILLO  
FACILITIES ADMINISTRATION

JOB NO. 411044.17400.1040

Simms Municipal New parking Lot and Streetscapes

DATE: 10/3/2016

CONTRACTOR: A&S General Contractors, Inc.

CHANGE ORDER: Three

DESCRIPTION OF CHANGE

ITEM NO.	DESCRIPTION	ORIGINAL ESTIMATED QUAN.	REVISED ESTIMATED QUAN.	NET CHANGE IN QUAN.	UNIT MEASURE	UNIT PRICE	NET CHANGE IN DOLLARS
1	Cut out 6" of exiting gravel base & haul Off site, wheel roll & fine grade subgrade to repair for new base. Provide place & compact 6" new caliche base that meets COA Specifications	0	2795 SY	0	0	0	\$55,900.00
South Parking Lot Only & South Side Concrete see attached details Exclusions - Testing of base & Subgrade, removal of existing concrete footings, Responsibility for existing state of the subgrade							
2	Additional concrete ramps & mow strips	0	\$3,135.00				\$3,135.00
3	Additional Supervision	0	\$0.00			None at this time see qualifications	\$0.00
4	Oh & P	0	\$5,903.50				\$5,903.50
5	Additional cost for Bond & insurances	0	\$1,792.30				\$1,792.30

NET THIS CHANGE ORDER	\$66,730.80
PREVIOUS CHANGE ORDERS	\$37,435.04
TOTAL CHANGE ORDERS	\$104,165.84
ORIGINAL CONTRACT TOTAL	\$228,114.00
REVISED CONTRACT AMOUNT	\$332,279.84
REVISED CONTRACT TIME IN WORKING DAY	

APPROVED BY

*A&S General Contractors*

Contractor

BY

City Manager

RECOMMENDED

*[Signature]*  
Facilities Manager

- cc:
- DEPARTMENTAL
  - ACCOUNTING
  - CONTRACTOR
  - PROJECT REPRESENTATIVE
  - PUBLIC WORKS PROJECT COORD.



**A & S GERNERAL**

PHONE : 806-355-8253

**CONTRACTORS**

FAX: 806-353-0719

**CHANGE PROPOSAL**

**PROJECT:**

Simms Municipal Building New Parking & Streetscapes  
for  
The City of Amarillo

**Bid No.** 5446  
**A & S #** 2016-143  
**Proj. #** 411044.17400.1040  
**Date** 10/3/2016

**TO :**

City of Amarillo  
Attn: Louis Gilley  
P.O. Box 1971  
Amarillo, TX 79105-1971

**OWNER:**  
City of Amarillo  
Facilities Administration Dept.  
P.O. Box 1971  
Amarillo, TX 79105-1971

**Proposal for adding base 2795 SY's for the exiting North parking lot only since the existing base is gravel**

- |  |             |
|--|-------------|
| 1. Cut out 6" of existing base and haul off  | \$55,900.00 |
| 2. Wheel roll & fine grade sub grade for base placement.   |             |
| 3. Provide , install place and compact 6" of new caliche base that meets the COA Specifications                                      |             |
| 4. Exclusions - Testing of base & Subgrade, removal of existing concrete footings, Responsibility for existing state of the subgrade |             |

**Revise Ramps due to exiting conditions to meet ADA slopes & repiar Mow Strip**

- |                                    |            |
|------------------------------------|------------|
| 1. Dump Fees                       | \$275.00   |
| 2. Tractor                         | \$450.00   |
| 3. Sand                            | \$175.00   |
| 4. Rebar                           | \$170.00   |
| 5. Concrete                        | \$500.00   |
| 4. Labor to install and demo labor | \$1,565.00 |

\*\*\*\*\*Additional 0 days requested\*\*\*\*\* Unless delayed by approval this will incur additional Supervision

		\$59,035.00
OH & P	10%	\$5,903.50
Bond/Insurance	2.76%	\$1,792.30
<b>Total</b>		<b>\$66,730.80</b>

**A & S - REPRESENTATIVE**

BY: Michael Drennan

**OWNER'S REPRESENTATIVE**

BY:

DATE:



10221 Climer Circle  
Amarillo, TX 79124  
Office: (806) 376-8629  
Fax: (806) 356-0069

**A PROPOSAL FOR ADDITIONAL WORK**

Project Name: Simms Municipal Building  
Project Location: Amarillo, TX  
Architect: Louis K Gilley

Holmes Construction Co., LP proposes to furnish material, equipment, manpower and other associated general conditions required and necessary to complete the site work and/or paving work for the above referenced project according to the following conditions and qualifications and for the dollar amount noted herein:

**WORK SCOPE**

The following work shall be completed in a timely and workman like manner and according to the project plans and specifications and shall include the following:

**SITE WORK = 2,795 SY (SOUTH SIDE AND NORTH ALLEY)**

1. Cut out 6" of existing base material and haul off site.
2. Wheel roll & fine grade subgrade to prepare for base placement. (no processing or compaction included)
3. Provide, place and compact 6" new caliche base that meets COA specifications.

Labor & Equipment = \$19,880.00  
Trucking = \$20,185.00  
Caliche Base = \$15,835.00

The aforementioned work shall be completed as per the plans, specifications, qualifications and exclusions noted in this proposal for the following sum

**\$55,900.00**

*(Fifty five thousand nine hundred dollars)*

HCCLP Authorized Signature: *Thomas D. Carver*

Date: September 29, 2016

Customer Signature:

Date:

Holmes Construction Co., LP would like to thank you for this opportunity to bid this project for you  
This proposal may be withdrawn by HCCLP if not accepted within 30 days.

*Holmes Construction Co., LP shall not be responsible for locating underground utilities and will not be held liable for any damages occurring to utilities.*

Indian concrete

2920 s. Pryor

Amarillo tx 79103

Bid for: Simms building

808 s. Buchanan

Amarillo tx

Description of job needing done:

On the south side of building

22ft long & 2ft 6in take out molding

And adding 2 new ramps of 6x2

and repouring sidewalk.

\$275 for dump load

\$450 for tractor use & equipment

\$175 for load of sand

\$170 rebar

5yrds of concrete \$500

\$1565 on labor and demo

~~Total \$3500.00~~

\$ 3,135.<sup>00</sup>/<sub>100</sub>

# Amarillo City Council Agenda Transmittal Memo



D

<b>Meeting Date</b>	October 11,2016	<b>Council Priority</b>	Best Practices
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<b>Department</b>	Transit
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**Agenda Caption**

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Approval – Transit Master Plan & Management Systems Review  
The Goodman Corporation - \$205,827

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**Agenda Item Summary**

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This item approves an Agreement for Professional Services with the Goodman Corporation for the preparation of a Transit Master Plan and review of the current Management Systems and Regulatory Compliance associated with the operations of Amarillo City Transit. The Goodman Corporation was selected as the most qualified firm to provide the requested services through use of a competitive selection process.

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**Requested Action**

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Council approval of the Agreement with The Goodman Corporation as presented.

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**Funding Summary**

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Funding for the requested services has been identified in the General Fund from savings realized from other City projects. No FTA or other Federal funds are being used for the conduct of these services.

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**Community Engagement Summary**

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Extensive community engagement will be conducted with the delivery of these services and are detailed in the agreed-upon scope of services that accompany the Agreement.

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**Staff Recommendation**

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Staff recommends approval of the Agreement

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**STATE OF TEXAS           §  
  §  
COUNTY OF POTTER       §**

**C O N T R A C T  
BY AND BETWEEN  
CITY OF AMARILLO**

**AND**

**THE GOODMAN CORPORATION**

**THIS CONTRACT** is hereby entered into by and between City of Amarillo (Client) and **The Goodman Corporation** (Consultant).

**W I T N E S S E T H**

**WHEREAS**, Client has identified the need for professional consulting services to assist with development of a framework for transit and mobility improvements;

**WHEREAS**, Client desires to retain Consultant to perform various professional services identified in Exhibit A Scope of Services;

**NOW, THEREFORE, IT IS HEREBY AGREED** that Client and Consultant should enter into a Contract for performance of professional services pursuant to the following terms and conditions.

**ARTICLE I**  
**SCOPE OF SERVICES**

Consultant agrees to undertake, perform, and complete in an expedient, satisfactory, and proper manner all of the professional services required by Client as described in the Scope of Services defined in *EXHIBIT A*.

**ARTICLE II**  
**CONSULTANT PERSONNEL**

Consultant represents that it has, or shall secure, and agrees to furnish, personnel with the professional classifications, skills, and expertise required to perform the Scope of Services defined in *EXHIBIT A*. Consultant will be given a Notice to Proceed to commence work on tasks described in *EXHIBIT A*.

Additionally, Consultant shall assume responsibility for the Scope of Services defined in *EXHIBIT A* and shall provide all necessary supervision and coordination of activities to complete its requirements subject to approval and concurrence from Client.

Consultant designates Susan Maclay as Principal-in-Charge for this work.

**ARTICLE III**  
**TIME OF PERFORMANCE**

Consultant agrees to commence work within seven (7) calendar days after receipt of a written Notice to Proceed from Client based on execution of this Contract. The work shall be undertaken and completed in such sequence as to assure its expeditious completion and in accordance with the schedule included in the Scope of Services defined in *EXHIBIT A*.

No extension of this Contract shall be allowed unless prior written consent of Client is first obtained. Reasonable changes of schedule shall be granted, as provided in ARTICLE VIII and ARTICLE IX, with mutual agreement by Client and Consultant.

**ARTICLE IV  
COORDINATION AND REPORTS**

A. COORDINATION. Data, analyses, findings, and recommendations prepared in the performance of this work shall be reviewed and coordinated with Client during performance of the work program by Consultant.

B. BRIEF PROGRESS REPORTS. Consultant shall submit monthly progress reports to Client. These reports shall outline work accomplished by task during the previous month or since the last progress report. These reports shall include, but shall not be limited to, the percentage of completion of the overall work product, special problems or delays encountered or anticipated, changes in the estimated cost or the anticipated work activities for the next work period, and a brief description of work accomplished, methodologies used, and conclusions reached, if any. Progress reports shall be prepared according to a format approved by Client.

**ARTICLE V  
COMPENSATION**

Consultant shall be paid on a lump sum percent of completion for the performance of the Scope of Services defined in *EXHIBIT A*. Any increase in compensation to Consultant shall be conditioned on amending this agreement.

**ARTICLE VI  
METHOD AND SCHEDULE OF PAYMENT**

A. PAYMENT REQUESTS. Consultant shall submit monthly invoices for services rendered on lump sum percent of completion per task. Invoices shall be submitted to Client accompanied by a progress report as described in ARTICLE IV. Client shall pay invoices within 30 days of receipt thereof.

B. ADJUSTMENTS. In the event of a change in scope, complexity, or character of the work to be performed, and with the concurrence of both Client and Consultant, the fees specified in ARTICLE V may be adjusted in accordance with the provision of ARTICLE IX of this Contract by amending this original agreement.

C. FINAL PAYMENT. Consultant shall submit a final invoice, so designated, for the contracted work within thirty (30) days of the close of this Contract.

**ARTICLE VII**  
**TERMINATION AND ASSIGNABILITY OF THE CONTRACT**

A. TERMINATION.

1. PROCEDURE. It is hereby agreed that Client may cancel or terminate this Contract at any time by written notice by certified mail to Consultant, with the understanding that upon receipt of written notice of termination, all work hereunder of Consultant, and Consultant's employees shall cease. In the event of such termination prior to completion of the Scope of Services provided for in *EXHIBIT A*, Client agrees to pay Consultant for work actually performed. Consultant shall submit a final invoice, so designated, for the contracted work actually completed less payment of any compensation previously paid.

2. DEFAULT. Client may, by written notice of default to Consultant, terminate the whole or any part of this Contract in any one of the following circumstances:

(a) If Consultant fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or

(b) If Consultant fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by Client in writing) after receiving notice of default.

In such event, Consultant shall be paid for professional services for work actually performed, based upon the judgment of Client to the date of notification of default, less payment of any compensation previously paid.

B. ASSIGNABILITY. Consultant may subcontract a portion of the services to be performed hereunder to firms with complementary disciplines to perform the Scope of Services defined in *EXHIBIT A*. All subcontractors retained by Consultant shall adhere to the terms of this Contract. If any portion of this Contract is assigned, Consultant shall not be relieved from any of the terms of this Contract.

C. VENUE. Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with the Contract shall lie exclusively within Potter County, Texas.

**ARTICLE VIII**  
**TIME EXTENSIONS**

Consultant may request, in writing, an extension of the time of completion beyond the time of performance specified in ARTICLE III, and Client shall promptly place the request on the agenda for the next meeting of Amarillo City Council, if required, and following this meeting, Client will advise Consultant of its decision.

#### **ARTICLE IX CHANGES**

Client, from time to time, may require changes in the Scope of Services of Consultant to be performed hereunder, provided Consultant agrees in writing. Changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between Client and Consultant, shall be incorporated in written amendment to this Contract.

#### **ARTICLE X OWNERSHIP OF MATERIALS**

All maps, drawings, documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Contract, shall become the property of Client upon completion of this Contract, or in the event of termination or cancellation thereof, at the time of payment under ARTICLE V for work performed. All such data and material shall be furnished to Client on request. All documents, including, but not limited to, drawings, specifications, and data or programs stored electronically, prepared by Consultant pursuant to this Contract are related exclusively to the services described herein. Any reuse without written verification of adaptation by Consultant to specific purposes intended will be at Client's sole risk and without liability or legal exposure to Consultant.

#### **ARTICLE XI INDEMNIFICATION**

Consultant shall indemnify and hold harmless Client against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act of omission, operation, or work of Consultant, its agents, servants, or employees while engaged upon or in connection with the services required or performed by Consultant hereunder. Consultant shall indemnify and hold harmless the City, its officers, agents, and employees from any loss, damage, liability, suits, judgments, or expense because of damage to property or injuries to persons (including

death) and including costs of defense (including, but not limited to, attorneys' fees) to the extent arising from any negligent act, omission, or breach on the part of Consultant, its agents, employees, and subconsultants, in connection with this Contract, or from any breach of any obligations under this Contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract in duplicate originals and it shall be effective the \_\_\_\_\_ day of October, 2016.

**CITY OF AMARILLO**

BY: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**THE GOODMAN CORPORATION**

BY:   
Barry M. Goodman  
President

ATTEST:   
Susan Maclay  
Senior Associate

**EXHIBIT A –**  
**SCOPE OF SERVICES: AMARILLO CITY TRANSIT PLANNING**

Amarillo City Transit (ACT) provides fixed route and ADA complementary para-transit services within the city limits. The ACT system is typical of many small urban towns areas with relatively long, circuitous, one-way loops that converge at a single pulse-point where riders can transfer. This system design works in many ways: it is relatively easy to understand and operate and it delivers some level of service to everyone. In other ways, the system design is not successful; it offers little in the way of frequent or direct service and thus does not attract higher ridership. The challenge facing City of Amarillo is one shared by many growing communities; how to re-balance the competing transit needs of the city and position the transit system to respond to the demands of the future?

The Goodman Corporation (TGC) proposes to complete a master transit plan (Plan) for the City of Amarillo (City) to answer the mobility challenges of the future. The City has stated that the purpose of the plan is to “reimagine the transit system, explore possibilities and opportunities and incorporate best practices.” The City’s stated goals include “increase ridership, reduce delays, and position the City to continue to receive federal funding for their transit system.” The master transit plan is to be the guiding document for the City of Amarillo and its partners for transit service and capital investments both in the short term (1 to 5 years) and the long term (6 to 10 years). The plan will examine current operations and make recommendations for service improvements and capital investments that can be accomplished with current resources; short-term improvements that can be accomplished within five years that may require new capital or operating income; and long-term improvements that would require significant investment. For both the short- and long-term plans, recommendations will be based on technically sound analysis, public, agency, and stakeholder input, current and projected financial conditions and local opportunities for strategic capital investments. A creative yet realistic funding strategy will be a key to an implemental plan to develop transit service options that are right for City of Amarillo (COA) – feasible, affordable, with community and stakeholder support.

TGC has organized the scope of services into two plans. The first plan will focus on ACT fixed route and Spec-Trans services and is preliminarily branded ENACT for Envision a New Amarillo City Transit. The second plan is the ACT Management Review. It will include a comprehensive assessment of operations and will include recommendations for best practices and policies.

**The Envision a New Amarillo City Transit (ENACT)** plan will involve extensive data analysis and community engagement that will result in recommendations for updated fixed route services and capital investments. TGC will analyze demographic, travel, system performance, and financial data. We will help facilitate a community conversation about the role of transit in Amarillo and how limited resources should be allocated to services. We will help formulate a policy framework to serve as the roadmap for ACT system improvements in the short term and as well as long-term transit system priorities and investments. We will engage the community in a thoughtful conversation supported by high-quality maps and materials, and offer opportunities for input throughout the planning process.

- **Phase 1** of the planning process will focus understanding the Amarillo community, and collecting and analyzing fixed route and Spec-Trans data. We will introduce the ENACT project to the community and stakeholder groups and solicit input on transit priorities and needs. Our community engagement is to listen to what the community has to say about transit and to effectively communicate the purpose of the ENACT plan. At the end of Phase 1, we will deliver an Existing Conditions report and Community Engagement Phase 1 Summary Report to document all analyses and activities, and present a case for the need for a comprehensive assessment of ACT services. This phase will culminate in an outline of what choices Amarillo faces in deciding the future direction of the City's transit services.
- **Phase 2** will synthesize the information and data gathered in Phase 1 to draft two conceptual service options. We will conduct an interactive workshop with stakeholders to consider the two concepts. At the end of Phase 2, we will have identified a preferred service option based on workshop feedback, technical analysis and financial feasibility. This process will be documented in a Services Options Summary, which will include maps, descriptions, notable characteristics, and trade-offs of service alternatives and a Community Engagement Phase 2 Summary Report.
- **Phase 3** will complete a more detailed preferred service plan. We will hold community open houses to present the preferred service plan and take comments. We will identify short-term improvements that can be achieved within existing resources and long-term investments that will require additional capital investment and/or operating income. We will quantify or qualify impacts including direct costs (operating and capital) and indirect costs (social and community impacts).
- **Phase 4** will focus on developing implementation strategies and final recommendations. We will finalize a 5-year operating and capital budgets and identify potential operating and capital projects to be undertaken within 6 to 10 years. We will identify strategic partnerships to accomplish operating or capital goals and recommend policies for consideration to assist with managing future system expansions. Lastly we will complete report documentation and submittal for review to City staff before presenting the final recommendations to City Council.
- **Phase 0 – Finalize Work Plan** (mid-September to October 1, 2017)

TGC will present its draft work plan to City staff to develop a more detailed work plan and schedule. The purpose of this task will be to take maximum advantage of local knowledge in finalizing the scope of services. We will request and evaluate existing data and information (bus stop inventory, GIS files, Spec-Trans database, revenue and expense, etc.). We will finalize the roles and responsibilities of the consulting team and City staff.

Deliverables:

Final work plan, schedule, and budget

**Phase 1 – Existing Conditions Analysis & Community Engagement**

Phase 1 of the planning process will focus understanding the Amarillo community, and collecting and analyzing fixed route and Spec-Trans data. We will introduce the ENACT plan to the community and

stakeholder groups and solicit input on transit priorities and needs. Our community engagement is to listen to what the community has to say about transit and to effectively communicate the purpose of the ENACT plan. At the end of Phase 1, we will deliver an Existing Conditions report and Community Engagement Phase 1 Summary Report to document all analyses and activities, and present a case for the need for a comprehensive assessment of ACT services. This phase will culminate in an understanding of what choices Amarillo faces in deciding the future direction of the City's transit services.

**Task 1.1: Review Previous Studies and Relevant Materials**

- TGC will review previous studies and materials that are pertinent to the ENACT plan to include, but not limited to: Amarillo Comprehensive Plan, Downtown Strategic Action Plan, Panhandle Regional Transportation Coordination Plan, United Way 2015 Community Status Report, FTA Triennial Review information and submittals, Capital Improvement Plans, 2014-2016 budgets and municipal reporting, City Council presentations, Advisory Committee for People with Disabilities minutes, and others as recommended. TGC will validate the key themes within these documents with Amarillo staff.

**Deliverables:**

TGC will cite transportation and transit priorities as stated in previous studies and materials in a technical memo to be included within the existing conditions report. TGC will present a brief synopsis outlining the need and desired outcome for a comprehensive transit study.

**Task 1.2: Land Use & Demographic Maps and Analysis**

- TGC will map land use, population, and employment density within the ACT service area. Analysis will include data set by the Amarillo MPO for mid and long range projections. We will use the Longitudinal Employment Household Database (LEHD), the 2010 Census, and/or Amarillo MPO Travel Demand Model data.
  - TGC will analyze 2010 U.S. Census data correlated with higher transit use and organize the data into a Transit Needs Index (TNI) map to illustrate the relative demand for transit services within the city.
  - TGC will map LEHD data for lower-wage scale employment. We will evaluate the data to identify anomalies that may lead to misinterpretation, such as the location of large scale pay processing locations (e.g. Amarillo School District).
- TGC will describe past population growth and future population projections and map areas the City has identified as future growth or priority development areas.
- TGC will identify and map high frequency destinations within the Amarillo area such as large employers, medical, community, and retail locations.

Deliverable: TGC will create a high-quality template base map that will be the foundation for all future report maps. We will use this base map to illustrate existing land use and demographic conditions. We will document existing conditions with appropriate tables, maps, and narrative within a technical memo to be included within the Existing Conditions Report.

**Task 1.3: Amarillo City Transit System Review – General**

- TGC will describe and map the ACT fixed routes and bus stops:
  - Describe the basic modes of transit service and how they are deployed in Amarillo.
  - Map ACT fixed routes and bus stops using existing COA GIS files.
  - Map the ADA complementary para-transit service area.
  - Create an inventory of routes with the following data: FY2016 ridership, hours of service, length, frequency, speed, one-way/two-way, number of bus stops, significant residential or commercial destinations and other information as required.
  - Calculate average trips per revenue hour for each route.
- Financial Review & Peer Review
  - Review ACT 3-year operating and capital budgets and describe operating and financial trends for fixed route and ADA complementary para-transit services.
  - Calculate the cost and service efficiency and effectiveness and compare ACT's results with four peer systems using most recent National Transit Database data.
  - Estimate the financial impact of ACT's service performance on its federal and state formula funding.
  - Review 3-year capital expenditures and revenue resources, including ACT fleet inventory and capital replacement schedule.

**Deliverables:**

TGC will complete a technical memo outlining the general operating and financial characteristics of the ACT fixed route and Spec-Trans system that will be included within the Existing Conditions Report.

**Task 1.4: Amarillo City Transit System Review – Fixed Route**

- Driver and Supervisor Interviews: The TGC Team will interview drivers and supervisors to learn what works/does not work with the current routing, significant challenges, ideas for improvements, and other feedback.
- Boarding & Alighting and On-Time Performance (OTP) Study: The boarding & alighting study will count passengers getting on and off at each bus stop for a sample of the ACT fixed route bus runs. This data will build a detailed understanding of bus stop utilization, route and route segment productivity, and transfer activity. The OTP study will note schedule adherence, measure the duration and quality of transfers (missed or made), and identify any prominent schedule adherence issues (traffic congestion, boarding/alighting of passengers, number of passengers using mobility devices, etc.) and/or route design issues. Under this task, TGC will:
  - Determine a sample size for each route.
  - Develop survey schedule and survey sheets.
  - Train temporary staff.
    - *The scope of work assumes that the City will be responsible for data-gathering or hiring and managing temporary staff during survey period.*
  - Analyze data and calculate stop activity by day and time; and average passenger load per route and route segment and document results in a technical memo.

- **Rider Survey:** On each route, TGC will conduct a short, focused survey to collect information about travel patterns (type of trip location (example home to work), route, frequency of travel, and access to transit) and household information (presence/absence of car, computer, smart phone, demographics). For this task, we will:
  - Determine the sample size for each route;
  - Design and execute survey instrument;
  - Document results in a technical memo.
- **Bus Stop and Transit Corridor Analysis:** Bus stops and transit corridors will be evaluated for how they contribute to the ACT system.
  - **Bus Stop Evaluation:** The ACT fixed route system currently has 443 bus stops. In addition to understanding how much these stops are used, as demonstrated by the boarding and alighting study and driver interviews, it is also important to understand how the stops themselves enhance or detract from the transit service and the rider experience. The bus stop analysis will include:
    - Review materials and discuss current status of Bus Stop Improvements and Fixed Route Walkability projects.
    - Map and measure the bus stop spacing based on the City's existing bus stop inventory and geolocation files.
    - Identify higher productivity potential stops by calculating population density and employment density within ¼ mile of a stop.
    - Evaluate pedestrian access for highest frequency stops to high frequency destinations.
    - Create a detailed bus stop inventory to organize the information collected in the analysis.
  - **Route Overlap and Productivity Analysis:**
    - TGC will map and measure the distance between existing routes to identify areas of overlap (routes located within ½ mile of each other).
    - Based on the results of the Boarding and Alighting Study, we will identify routes and/or route segments that are more productive based on passenger load.

**Deliverables:**

TGC will complete technical memos on the Fixed Route Review activities including: driver and supervisor interviews, the boarding and alighting and OTP study, the Rider Survey, and the bus stop and transit corridor analysis. The technical memo will be included as part of the Existing Conditions Report.

***Task 1.5:*** Amarillo City Transit System Review – Spec-Trans

TGC will interview ADA para-transit stakeholders, ACT drivers, and supervisors. We will differentiate between demand response service that must be provided under the Americans with Disabilities Act (ADA) and demand response service that is not required under the ADA. (Note: Analysis of a 2-week sample of Spec-Trans data will occur under the Management Review task to evaluate ADA compliance). Under this task, we will:

- Interview Spec-Trans supervisors and drivers to learn from them what works/does not work, issues, significant challenges, ideas for improvements, and other suggestions. We will analyze the responses, accounting for how variables like length of service can impact responses.
- Conduct a focus group with the Advisory Committee for People with Disabilities and review prior meeting minutes. Document comments and concerns.
- Geo-code 12 months of Spec-Trans data and map Spec-Trans trips.
- Identify ADA-eligible trips that begin and end within ¼ mile of a fixed route (i.e. ADA complementary paratransit eligibility area). For these trips, we will identify:
  - High frequency origins and destinations
  - Quantify the number of trips by day of week and hour of day
  - Measure average trip time, on-time performance, missed trips, late trips, etc.
  - Estimate the operating cost based on an average number of trips per revenue hour and cost per revenue hour.
- Identify Non-ADA-eligible trips in which one or both trip locations occur outside the ADA eligibility area. We will identify:
  - High frequency origins and destinations
  - Quantify the number of trips by day of week and hour of day
  - Measure average trip time, on-time performance, missed trips, late trips, etc.
  - Estimate the operating cost based on an average number of trips per revenue hour and cost per revenue hour.

Deliverables:

TGC will complete a technical memo to be included as part of the Existing Conditions Report.

### **Phase 1 Community Engagement**

Our Phase 1 community engagement goal is to listen to what the community has to say about transit and to effectively communicate the purpose of the ENACT plan. (The City may wish to establish an Advisory Committee to help guide the process and provide feedback on plan products.) We will conduct open houses, survey the community and riders, and hold focus groups to explain the ENACT planning process and solicit input on transit priorities. With the input and concurrence of the City, we will establish a project brand (preliminary ENACT) to bring excitement and identity to the process and provide content to a City-hosted project website where planning materials will be available for public review and comment. In Phase 1, TGC will:

- Facilitate three Phase 1 Open Houses. The Open Houses will be informal to provide for better interaction between the attendants and the TGC team. The purpose of the event will be to educate the attendants about the ENACT planning process and goals, provide information on the basics of a transit system, and listen to their transit needs and concerns. We will provide all meeting materials including maps, display boards, and handouts and will facilitate all meetings. The City will be responsible for meeting logistics and recording attendance. The events will be designed to offer opportunities for interaction: people will be able to mark maps with their

places of residence and common destinations and talk to the TGC team about their transit priorities and concerns.

- Hold three focus group discussions with stakeholders that share common concerns such as job, education, and healthcare access. The goal would be no more than six people in a group to encourage participation. We will use set of five to seven questions tailored to the particular stakeholder group to solicit feedback with respect to ACT priorities and goals. We will compile and analyze responses and include the results in a technical memo.
- Conduct a General Public Survey to be distributed online and at community engagement events. The surveys will be short and focused in order to generate a higher response rate. To maximize responses, we will distribute the survey through multiple channels, such as City and organization websites and contact lists. We will compile and analyze responses and document the results in a technical memo.
- With the City's approval, design a project brand. TGC recommends the City establish a Project Website as a two-way communication tool to educate, inform, and receive input on the ENACT planning process. TGC will provide content to the City to update the website with current information. The website should serve as a clearinghouse for plan development (schedule of events, draft materials, maps, notices for upcoming events, press releases, links to survey, on-line comment form, etc. The City will be responsible for media releases.
- Document Phase 1 Community Engagement activities in a summary report.

Deliverables:

TGC will complete an Existing Conditions Report and a Phase 1 Community Engagement Report.

## **Phase 2: Service Options Development & Community Engagement**

Phase 2 will synthesize the information and data gathered in Phase 1 into two conceptual service options. Our team will evaluate existing transit routes, segments, and/or stops as well as the feasibility of developing new transit corridors or modes of service. After the conceptual options have been drafted, we will conduct an interactive workshop with key stakeholders. At the end of Phase 2, we will have identified a preferred service approach based on workshop and open house feedback. This process will be documented in a Services Options Summary, which will include maps, descriptions, notable characteristics, and trade-offs of service alternatives.

**Task 2.1:** The TGC team will apply industry best practices and the information that was developed in Phase 1 to develop two conceptual fixed route service options. As community input and policy discussions regarding ACT service goals develop, the need to maintain but improve the current coverage-centric system versus a more drastic restructuring of routes to focus on more direct and frequency service will become clearer. To facilitate this decision-making process, we will:

- Design a conceptual plan that reflects more direct and higher frequency service. We will identify corridors that are appropriate for more intensive service and capital infrastructure investment based on current or potential ridership, physical characteristics, and/or future development, irrespective of the location or presence of existing transit routes. We will use industry standards

defined in the Transit Capacity and Quality of Service Manual to identify transit-friendly corridors within the city limits. We will evaluate whether fixed routes specifically geared to generate high ridership is a reasonable expectation in Amarillo, given the distribution of population, land uses and travel patterns.

- Create a map illustrating a conceptual Directness of travel/Frequency of Service route plan.
- Summarize the general benefits and costs of a directness of travel/frequency of service approach to services, including potential impacts to Spec-Trans services.
- Develop a conceptual fixed route that is tilted toward coverage, i.e. maintaining life-line access between neighborhoods and services.
  - Create a map illustrating a conceptual Coverage route plan
  - Summarize the general benefits and costs of a coverage-centric approach to services, including potential impacts to Spec-Trans services.
- Once the two conceptual service scenarios are developed, we will draft a Services Option Summary that introduces the public and stakeholders to the two service scenarios. We will create maps of each scenario along with a description and high-level costs and benefits. The summary will be an engaging document that will stimulate thought on the question of trade-offs in service design.

## Phase 2 Community Engagement

The goal of Phase 2 is to engage key stakeholders in an interactive workshop in order to further develop a consensus on service design priorities.

- Stakeholder Service Options Workshop: The TGC team will hold a workshop with stakeholders to explore their transit priorities. Prior to the workshop, we will make the Service Options Summary available to all participants to ensure that participants will have an opportunity to learn about transit basics and understand the trade-offs between directness/frequency of service and coverage that must be addressed when designing a system. At the workshop, we will present the two conceptual service plans. The Directness/Frequency Plan will focus resources on higher productivity corridors and services. The Coverage Plan will focus on ensuring access to service within large geographical area. We will ask participants to focus on the trade-offs that must be negotiated to provide services that can provide a higher level of service or services that provide lifeline coverage, within an existing budget.
- We will summarize all the information gathered to-date and submit it in a recommendation for Preferred Service Plan for review and comment.

### Deliverables:

Service Options Summary Report, and Phase II community engagement materials and documentation. The report will include a recommendation for Preferred Service Plan for further development.

### Phase 3 Preferred Services Plans & Community Engagement

Phase 3 will refine the Preferred Service Plan identified in Phase 2. It will include the development of Fixed Route Service Evaluation Criteria, an analysis of the impact to Spec-Trans service. The process will result in recommended short- and long-term objectives. TGC will hold open houses to present the Preferred Service Plan to the community and take comments. Materials will be posted on-line so that people can comment electronically. We will quantify or qualify impacts including direct costs (operating and capital) and indirect costs (social and community impacts).

**Task 3.1:** Under this task, TGC will develop Fixed Route Service Design Standards to help guide the design of the Preferred Service Plan. These include but are not limited to:

- Identify service types that are currently used or may be suitable for Amarillo. Types of service may include circulators or flexible routes to provide neighborhood coverage; local routes to serve moderate demand; main routes that connect high frequency origins and destinations; and commuter routes that operate during peak periods. Identify characteristics for each type; this may include directness of service, frequency of stops.
- Identify the coverage goal, which is the percent or number of residents and/or jobs which must be within a ¼ mile to qualify for fixed route service. Resource allocation goal: Identify the percentage of financial resources that will be devoted to maximizing directness/frequency of service or coverage.<sup>1</sup>
- Identify Land Use and Physical Characteristics impacts on service design, such as the intensity of uses, the width of the street, and the presence/absence of sidewalk connections.
- Identify the demographic or socioeconomic characteristics and their concentration warrant higher consideration.
- Other criteria may include proximity to population centers or significant destinations (major work centers, medical facilities, etc.), proximity to adjacent routes or stops, directness of service, spacing of bus stops, and impact to Spec-Trans.
- Submit the Service Evaluation Criteria for review and comment prior to finalizing Preferred Service Plan.

**Task 3.1** Development of Preferred Service Plan: Under this task, we will:

- Complete recommended fixed route system.
- Evaluate recommended routes using the Fixed Route Service Design Standards.
- Create high quality maps outlining recommended (new and reconfigured) routes, stops, transfers, direction of travel, interlined routes, and/or promising high-impact transit corridors.
- Create a tabular summary of new routes, noting frequency, connections, span of service, and other important information.

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<sup>1</sup> Jarrett Walker, Purpose-driven Public Transport: Creating a Clear Conversation about Public Transport Goals, Journal of Transport Geography, 2008.

- Create a tabular summary of routes recommended for reconfiguration, noting frequency, connections, span of service, and other important information.
- Create a tabular summary of bus stops and identify what bus stops are in conflict with the service design criteria.
- Draft a preliminary service schedule.
- Estimate resource requirements (vehicles and driver hours) based on revenue hours and miles of service, frequency of service, and length of trip.
- Identify transit corridors targeted for higher capital or operating investment.
- Create a map of eliminated routes or coverage areas.
- Create a tabular summary of routes recommended for elimination.
- Identify short-term service recommendations that can be accomplished within five years using existing resources; and short-term service recommendations that will require new resources.
- Summarize the recommended services and quantify or qualify the impacts generated by the proposed service changes, including changes to ridership, operating and capital costs, and community or social impacts. Summarize impacts from loss of service.
- Document the recommended plan in a draft Services Plan Report and submit for review and comment.
- Consider comments and refine Service Plans accordingly.

**Task 3.2 Spec-Trans Evaluation:** Based on the Preferred Service Plan, we will evaluate the impact to Spec-Trans service. Under this task, we will:

- Map changes to the ADA complementary para-transit eligibility area.
- Enumerate current Spec-Trans riders who may be affected by any change to the ADA eligibility area:
  - Riders who will no longer reside within the ADA eligibility area;
  - Riders who will become ADA eligible but are currently receiving service under the Demand Response program
- Map notable destinations that will newly fall within, or fall out of, the ADA eligibility area.
- Describe the difference between demand response services which must be provided as part of the ADA and demand response services which are provided as a component of a general public system. Identify potential service strategies to address the cost and resource management of the demand response service such as: eliminating non ADA-eligible demand response services; managing non-ADA demand response services to achieve cost goals; and exploring the feasibility of alternative programs, such as a taxi voucher program.
- Document the analysis in a Spec-Trans Impact Report and submit for review and comment.
- Consider comments and refine Spec-Trans Evaluation accordingly.

### Phase 3 Community Engagement

The goal of Phase 3 Community Engagement is to clearly explain the draft Preferred Service Plan with engaging materials, disseminate the draft Preferred Service Plan as widely as possible to stakeholders and the public, and to encourage comments and feedback. Under this task, we will:

- Design engaging service plan materials that are suitable for the public, including summary reports, maps, display boards, handouts and comment forms.
- Draft a public-facing summary of the information and events that have led to the draft Preferred Service Plan and post the summary on the project website.
- Send out an email blast to the contacts list alerting people to the Service Plan summary and ask that they read and provide their comments. TGC will:
  - Provide an online resource for individuals to provide feedback.
  - Contact key stakeholder groups and encourage them to forward the link to the Service Plan summary and survey to their constituents
- Conduct three public meetings in an open house format.
- Analyze the input and document findings in a technical memo.

#### Deliverables:

TGC will complete a Preferred Serve Plan Technical Memo; Preferred Service Plan Summary; Spec-Trans Evaluation Technical Memo; Phase 3 Community Engagement Summary

### Phase 4 Implementation Strategies & Recommendations

Phase 4 will focus on developing implementation strategies and recommendations. We will finalize a 5-year operating and capital budgets and identify new and significant operating and capital projects with 6 to 10 year timeframe. We will identify strategic partnerships to accomplish operating or capital goals and recommend policies to assist with managing future system expansion. Lastly we will complete report documentation and submit it for review before presenting the final recommendations.

**Task 4.1** Finalize Short-Term Operating and Capital Budgets: Under this task, we will:

- Finalize estimates on changes to operating hours, fleet, and personnel resources.
- Finalize cost estimates for services that can be achieved within existing resources.
- Identify service improvements and cost estimates for projects that will require new operating or capital resources.
- Complete a 5-Year Operating Budget.
- Complete a 5-Year Capital Budget based on ACT's fleet and facility needs.
- Research the opportunities to apply for discretionary funding to achieve project goals.
- Identify strategic partnerships to facilitate the development of priority capital investments and/or new or enhanced services.

**Task 4.2 Long Term Investments:** Throughout the planning process, TGC will be alert to the possibilities of building a framework to develop transit-supportive capital projects. In this task, we will identify long-term goals that will require additional significant capital investment and/or operating income.

- Review Capital Improvement Plans, long-range plan, and other documents that outline a vision for Amarillo development.
- Meet with City staff and Community Leaders to discuss the long-term benefits to be derived from a cooperative approach to transit system and capital development.
- Identify feasible capital development projects which meet the criteria for FTA-eligibility and outline strategies for development. Estimate the value of federal funds which could be generated by leveraging local funds and describe the process of federalizing projects that have a “transit nexus” and thus would qualify for FTA funds.
- Identify how strategic partnerships may facilitate the development of priority capital investments and/or new or enhanced services.

**Task 4.3 Implementation Strategies:** Depending on the outcome(s) of the study, TGC will outline implementation strategies to achieve the plan’s goals. This may include the establishment of partnerships, the pursuit of discretionary funding, or an evaluation of opportunities to capture the local value of transit-related capital projects. In addition, we will:

- Evaluate the impact to ACT if it becomes a large UZA in 2020. This will include a review of additional compliance related activities, grant management responsibilities (e.g. administration of Section 5310 program), and financial or budgeting constraints.

**Task 4.4 Documentation and Final Report**

- We will draft a Summary Report that will outline the significant activities, findings, and conclusions reached through the ENACT planning process in a document that will be attractive and engaging to the public. Documents will be provided electronically with links to sections for easy maneuvering.
- We will draft a Final Report to include all Technical Memos produced throughout the ENACT planning process. The listing of Technical Memos includes:
  - Approved Work Plan and Schedule
  - Phase 1, 2, and 3 Community Engagement Summaries
  - Existing Conditions Report
  - Service Options Summary Report
  - Preferred Service Plan Report
  - Implementation Strategies Report
- We will present the Final Recommendations and Report to the City Council.

**Phase 1-4 Cost: \$ 182,725 (\$167,015 Labor and \$15,710 Travel and Expense)**

**Management Systems Review and ADA Compliance Audit:** We will conduct a Management Systems Review and ADA Compliance Audit for the Amarillo City Transit (ACT). We will gather and analyze data, document observed processes and procedures, and recommend best practices that are not already being employed to effectively manage ACT. We will use an interview guide to solicit information and document current standards and produce a base line picture of the operation. The information and resulting product from this study will be also be used to inform the Amarillo Master Transit Plan. The audit will be completed by TGC sub-consultant Marita Wellage-Reiley & Associates.

**Task 1:** Document Review

We will request that the documents listed below and any other materials that staff believes relevant to the project objectives be made available for review. Additional information may be requested during or following the first site visit. The Consultant requests that any.

- Organization chart, staff names and contact information (email and phone)
- Operating policies and procedures documents
- Rider information materials not available on line
- Administrative, Operating and Maintenance performance standards
- A two week sample of Spec-Tran trip data by day of the week by hour of the day
- Information on labor agreements, if any, and operator training materials

**Task 2:** System Review

The Consultant will use an interview guide to direct discussions with staff to develop an understanding of goals, programs, policies and practices. We will spend time in each Amarillo City Transit department associated with administration and operations (Fixed Route and Spec-Tran). The consultant will interview managers and supervisors and observe operations. The consultant will pay particular attention to performance standards and how service quality is monitored. We will review customer complaints.

We will review Spec-Tran ridership trends and perform a demand analysis to provide the City with a demand profile by day of the week and hour of the day. The information gathered for this task will be used as input to Task 4.

**Task 3:** ADA Compliance Review

The consultant will use The AMERICANS WITH DISABILITIES ACT (ADA): GUIDANCE Circular FTA C 4710.1 published in November 2015 as the basis for a compliance review for ACT ADA complementary paratransit program. This circular provides guidance necessary to carry out provisions of the Americans with Disabilities Act (ADA) of 1990. We will compare Spec-Tran to the practices recommended by the FTA. We will evaluate the eligibility screening as well as service delivery practices as part of this review.

**Task 4:** Report and Recommendations

The Consultant will prepare a draft technical memorandum documenting the review process and findings. We will provide summaries of interviews and observations and document the processes use to delivery services. We will highlight system strengths and explore opportunities for refining the current practices and service delivery costs. We will provide a final report based upon City staff feedback.

*Project Schedule*

The Consultant will make two site visits and be on site for 10 days in order to accomplish the work plan. We will begin work 10 days after the notice to proceed or as directed by the City. A preliminary technical report summarizing the findings will be provided within 30 days of notice to proceed, and a final written report is to be provided with 60 days from notice to proceed.

**Cost: \$23,102 (\$21,252 labor and \$1,850 travel and expense)**

E

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	October 11, 2016	<b>Council Priority</b>	Long-term Plan for Infrastructure
---------------------	------------------	-------------------------	-----------------------------------

<b>Department</b>	Development Services
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## Agenda Caption

Approving a License and Hold Harmless Agreement to maintain and use a certain encumbrance of surface in the right-of-way of 101 S.E. 11th, adjacent to Lot 7, Block 139, Plemons, Unit 1 AB&M Survey, Potter County, Texas

## Agenda Item Summary

This license is made by and between the City of Amarillo and Larry Jack Taylor maintain and use a certain encumbrance of surface in the right-of-way

## 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.

**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 Larry Jack Taylor, hereinafter called LICENSEE, upon the following terms performable in Potter County, Texas:

**W I T N E S S E T H:**

I.

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 a certain encumbrance of surface in the right-of-way of 101 S.E. 11th, adjacent to Lot 7, Block 139, Plemons, Unit 1 AB&M Survey, Potter County, Texas.

1.1 The general location and details of the above-described encumbrance is shown on the attached Exhibit A. This license supercedes any prior Agreement or license pertaining to the described location and use.

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

II.

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

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

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

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

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

2.5 LICENSEE hereby agrees to assume all costs for damages and repairs to public utilities, street services or any other public improvement located in or adjacent to the public right-of-way described above, regardless of the type of damage caused by LICENSEE, its employees, agents, or contractors.

LICENSEE further agrees to hold LICENSOR harmless from any costs occasioned by or necessitated by the relocation of LICENSEE'S facilities due to entry of the LICENSOR onto the right-of-way for maintenance, replacement or repair of any line or lines, including water and sewer lines, located in the public right-of-way. In this regard, LICENSEE specifically recognizes the potential hazards of erecting or placing encumbrances and intrusions in the right-of-way.

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 Larry Jack Taylor, 101 S.E. 11<sup>th</sup>, Amarillo, TX 79101.

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

By: Larry Jack Taylor  
Larry Jack Taylor

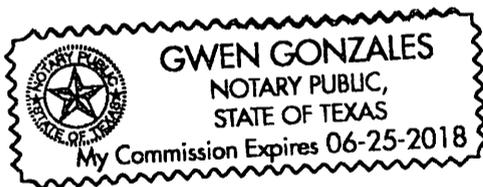
THE STATE OF TEXAS )  
COUNTY OF POTTER )

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

\_\_\_\_\_  
Notary of Public in and for  
The State of Texas

THE STATE OF TEXAS )  
COUNTY OF Potter )

This instrument was acknowledged before me on the 4<sup>th</sup> day of October, 2016 by Larry Jack Taylor on behalf of said entity.



Gwen Gonzales  
Notary of Public in and for  
The State of Texas

# LICENSE & HOLD HARMLESS



**CITY OF AMARILLO  
PLANNING DEPARTMENT**

**Scale: 1" = 100'**  
**Date: 9-29-16**  
**Case No: L-16-05**



**"Exhibit A"**

**L-16-05 License & Hold Harmless**

**Applicant: Larry Taylor**

**Surveyor: K.C. Brown**

**AP: N-12**

# Amarillo City Council Agenda Transmittal Memo



<b>Meeting Date</b>	October 11, 2016	<b>Council Priority</b>	Longterm Plan for Infrastructure
---------------------	------------------	-------------------------	----------------------------------

<b>Department</b>	Planning Department
-------------------	---------------------

### Agenda Caption

Dedications:

1) Dedication of two 11.5 ft Easements, one .042 acre Storm Sewer/ Drainage Easement and a 37ft Street dedication deed in Section 43, Block 9, B.S. & F Survey, Potter County, Texas

### Agenda Item Summary

These easements and street dedication are necessary to provide services for the expansions of Outlook Dr located in Point West Business Park.

### Requested Action

Approval of dedication.

### Funding Summary

NA

### Community Engagement Summary

NA

### Staff Recommendation

Legal and Planning Department staff have reviewed the associated instruments and recommend approval as submitted.

RETURN TO:  
City of Amarillo  
509 SE 7<sup>th</sup> Ave.  
Amarillo, TX 79101

## PUBLIC UTILITY / DRAINAGE EASEMENT

\* \* \* \* \*

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: September 1, 2016

Grantor: **PARKWEST CORPORATE CENTER, LTD.,**  
a Texas limited partnership

Grantor's Mailing Address: 199 Figueroa St., Third Floor  
Ventura, CA 93001

Grantee: **CITY OF AMARILLO,**  
a home-rule municipal corporation

Grantee's Mailing Address: 509 SE 7th Ave.  
Amarillo, TX 79101

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property:

A 0.273 acre tract lying in Section 43, Block 9, B.S. & F. Survey, Potter County, Texas being a portion of that certain 166.2 acre tract described in Special Warranty Deed of record in Volume 3117, Page 765 of the Official Public Records of Potter County, Texas, said 0.273 acre tract being more particularly described by metes and bounds on Sheet 1 of 2 of **EXHIBIT "A"** attached hereto and made a part hereof for all purposes and depicted on Sheet 2 of 2 of **EXHIBIT "A"** for reference purposes only.

Grantor, for the Consideration, grants and conveys to Grantee, Grantee's successors and assigns, an exclusive easement for the purposes of (i) surface water drainage, (ii) constructing, maintaining, operating, repairing, removing, replacing, and upgrading public utilities and appurtenances, and (iii) public access, pedestrian right-of-way, sidewalk right-of-way, upon, over, and across the Property (**collectively, the Easement**), together with the right of ingress and egress over, along, and across the Property for the purpose of operating and maintaining the Easement within the boundaries of the Easement.

The facilities constructed by Grantee shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, improve, and make such changes, alterations, additions to or extensions of its facilities within the boundaries of the Easement as are consistent with the purpose expressed herein.

Grantor, Grantor's successors and assigns, may use the Easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation, or maintenance of the Easement, and further provided that such use is not inconsistent with any laws, ordinances, or codes pertaining to the construction, operation, or maintenance of the Easement. Grantor will not erect or maintain any buildings or other structures or obstructions on or over the Easement except by written permission from Grantee, but a driveway is not considered an obstruction.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor, Grantor's successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the Easement unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

[Signature and Acknowledgment on Following Page]



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of VENTURA )  
On SEPT. 1, 2016 before me, JOYCE A. MULLER, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer  
personally appeared RICHARD L. FAUSSET  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Joyce A. Muller  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: EASEMENT Document Date: 9-1-16  
Number of Pages: 4 Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: RICHARD L. FAUSSET  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: PARKWEST CORPORATE CENTER, LTD.

Signer Is Representing: \_\_\_\_\_



**" EXHIBIT A "**  
 City of Amarillo, Texas  
 Section 43, Block 9  
 B.S. & F. Survey,  
 Potter County, Texas

PARK WEST CORPORATE CENTER LTD  
 Volume 3117, page 765

PROPOSED 11.5' WIDE PUBLIC UTILITY & DRAINAGE EASEMENT  
 0.273 Acres  
 N 89°38'35" E - 844.41'  
 S 89°38'33" W - 844.55'

Easement - Vol. 3285, Pg. 58  
 17' Public Utility and Drainage

R/W Dedication - Vol. 3302, Pg. 485  
 POINT WEST PARKWAY

N 88°12'34" E  
 160.14'

S 88°12'34" W  
 160.00'

CHARTABLE LEAD ANNUITY TR  
 Volume 2124, page 633  
 3/8" Iron Rod (HBD)

S 00°21'38" E - 426.73'  
 RESEARCH STREET  
 Instrument No. 1252653

PARK WEST CORPORATE CENTER LTD  
 Volume 3117, page 765

POINT WEST BUSINESS CAMPUS  
 UNIT NO. 7  
 LOT 3, BLOCK 1  
 LOT 1241564  
 File No.

MEDICAL DEVELOPMENT III, LTD  
 Volume 2992, page 481

MEDICAL DEVELOPMENT III, LTD.  
 File No. 2012-19515

CHARTABLE LEAD ANNUITY TR.  
 Volume 2124, page 633

S 44°17'36" E  
 25.94'

PROPOSED OUTLOOK DRIVE - 37.0'

N 00°13'00" E  
 24.00'  
 R=30.0'  
 L=19.61'

S 00°21'38" E OUTLOOK DR.  
 11.50'



Scale 1" = 150'

ATTACHED FOR REFERENCE PURPOSES ONLY

**Hagar, Brown & Dorsey, LLC.**  
 LAND SURVEYORS

P.O. Box 1248  
 Hereford, Texas 79045  
 (806) 364-6084  
 (806) 364-6088 FAX

Sheet 2 of 2  
 Drawn By: J. Pringle  
 Invoice No.: \*\*\*\*\*

4713 S. Western St.  
 Amarillo, Texas 79109  
 (806) 352-8040  
 (806) 352-1008 FAX

Plat Date: 08/29/2016  
 Plat No: OUTLOOK-ESMT2.dwg

RETURN TO:  
City of Amarillo  
509 SE 7<sup>th</sup> Ave.  
Amarillo, TX 79101

## PUBLIC UTILITY / DRAINAGE EASEMENT

\* \* \* \* \*

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a Texas limited partnership

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Ventura, CA 93001

Grantee: **CITY OF AMARILLO,**  
a home-rule municipal corporation

Grantee's Mailing Address: 509 SE 7th Ave.  
Amarillo, TX 79101

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property:

A 0.273 acre tract lying in Section 43, Block 9, B.S. & F. Survey, Potter County, Texas being a portion of that certain 166.2 acre tract described in Special Warranty Deed of record in Volume 3117, Page 765 of the Official Public Records of Potter County, Texas, said 0.273 acre tract being more particularly described by metes and bounds on Sheet 1 of 2 of **EXHIBIT "A"** attached hereto and made a part hereof for all purposes and depicted on Sheet 2 of 2 of **EXHIBIT "A"** for reference purposes only.

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[Signature and Acknowledgment on Following Page]

PARKWEST CORPORATE CENTER, LTD.,  
a Texas limited partnership

By: *R. L. Fausset*  
Richard L. Fausset, General Partner

THE STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **Richard L. Fausset**, General Partner of **PARKWEST CORPORATE CENTER, LTD.**, a Texas limited partnership, on behalf of said partnership.

[SEAL]

\_\_\_\_\_  
Notary Public

*SEE ATTACHED CERTIFICATE.*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

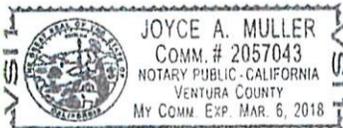
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of VENTURA )  
On SEPT. 1, 2016 before me, JOYCE A. MULLER, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer  
personally appeared RICHARD L. FAUSSET  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Joyce A. Muller  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: EASEMENT Document Date: 9-1-16  
Number of Pages: 4 Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: RICHARD L. FAUSSET Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: PARKWEST CORPORATE CENTER, LTD. Signer Is Representing: \_\_\_\_\_

Exhibit "A"

Sheet 1 of 2

Public Utility & Drainage Easement Description

A 0.273 acre tract lying in Section 43, Block 9, B.S. & F. Survey, Potter County, Texas being a portion of that certain 166.2 acre tract described in Special Warranty Deed of record in Volume 3117, Page 765 of the Official Public Records of Potter County, Texas, said 0.273 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a 3/8" iron rod with cap marked "HBD" set for corner in the West right of way line of Research Street as described in Gift Dedication Deed recorded under Instrument No. 1252653, whence a 3/8" iron rod with cap marked "HBD" found for the Northeast corner of Point West Business Campus Unit No. 7, an Addition to the City of Amarillo, Potter County, Texas according to the plat thereof recorded under File No. 1241564, Official Public Records of Potter County, Texas bears South 00 degrees 21 minutes 38 seconds East, 381.73 feet;

- (1) **THENCE** South 00 degrees 21 minutes 38 seconds East, along the West line of Research Street, a distance of 11.50 feet to a point;
- (2) **THENCE** North 88 degrees 55 minutes 28 seconds West, a distance of 160.14 feet to a point;
- (3) **THENCE** South 89 degrees 38 minutes 35 seconds West, a distance of 845.38 feet to a point;
- (4) **THENCE** South 44 degrees 08 minutes 42 seconds West, a distance of 25.68 feet to a point;
- (5) **THENCE** North 00 degrees 13 minutes 00 seconds East, distance of 24.00 feet to the beginning of a non-tangent curve to the right having a radius of 30.00 feet;
- (6) **THENCE** Northeasterly along said curve to the right an arc distance of 19.00 feet (Chord bearing – North 71 degrees 29 minutes 41 seconds East, 18.69 feet) to a 3/8" iron rod with cap marked "HBD" set for the end of said curve;
- (7) **THENCE** North 89 degrees 38 minutes 35 seconds East, a distance of 845.52 feet to a 3/8" iron rod with cap marked "HBD" set for corner;
- (8) **THENCE** South 88 degrees 55 minutes 28 seconds East, a distance of 160.00 feet to the POINT OF BEGINNING of this tract;

Said tract contains a computed area of 0.273 acre of land

NOTES:

- 1. Bearings relative to the North line of Section 43 – N 89°47'00" W.
- 2. Distances are surface values.
- 3. Date of field survey: June 15, 2016
- 4. Parcel plat with same date accompanies this description.

  
K.C. Brown \_\_\_\_\_ Date 8-29-16  
RPLS 4664



HAGAR, BROWN & DORSEY, LLC  
LAND SURVEYORS  
4713 S. Western  
Amarillo, Texas 79109  
Phone: (806) 352-1007

**" EXHIBIT A "**  
 City of Amarillo, Texas  
 Section 43, Block 9  
 B.S. & F. Survey,  
 Potter County, Texas

PARK WEST CORPORATE CENTER LTD  
 Volume 3117, page 765

POINT WEST PARKWAY  
 R/W Dedication - Vol. 3302, Pg. 495

Easement - Vol. 3295, Pg. 58  
 12' Public Utility and Drainage

- UNPLATTED -

S 88°55'28" E  
 160.00'

PROPOSED OUTLOOK DRIVE - 37.0'  
 N 89°38'35" E - 845.52'

S 89°38'33" W - 845.38'

PROPOSED 11.5' WIDE PUBLIC UTILITY & DRAINAGE EASEMENT  
 0.273 Acres

S 44°08'42" W  
 25.68'

R=30.0'  
 L=19.0'  
 N 00°13'00" E  
 24.00'

- UNPLATTED -

PARK WEST CORPORATE CENTER LTD  
 Volume 3117, page 765



Scale 1" = 150'

ATTACHED FOR REFERENCE PURPOSES ONLY

**Hagar, Brown & Dorsey, LLC.**  
 LAND SURVEYORS

P.O. Box 1248  
 Hereford, Texas 79045  
 (806) 364-6084  
 (806) 364-6088 FAX

Sheet 2 of 2  
 Drawn By: J. Pringle  
 Invoice No.: \*\*\*\*\*

4713 S. Western St.  
 Amarillo, Texas 79109  
 (806) 352-8040  
 (806) 352-1008 FAX

Plat Date: 08/29/2016  
 Plat No: OUTLOOK-ESMT.dwg

MEDICAL DEVELOPMENT III, LTD  
 Volume 2982, page 481

MEDICAL DEVELOPMENT III, LTD.  
 File  
 MEDICAL No. 2012-19515  
 Instrument No. 1232653

CHARITABLE LEAD ANNUITY TR.  
 Volume 2124, page 633

CHARITABLE LEAD ANNUITY TR.  
 Volume 2124, page 633

RESEARCH STREET  
 S 00°21'38" E - 381.73'  
 80'

3/8" Iron Rod (HBD)

1/2" Iron Rod (1583)

3/8" Iron Rod (HBD)

3/8" Iron Rod (HBD)

3/8" Iron Rod (HBD)

POINT WEST BUSINESS CAMPUS  
 UNIT NO. 7  
 BLOCK 1  
 LOT 3, BLOCK 1  
 File No. 1241564

RETURN TO:  
City of Amarillo  
509 SE 7<sup>th</sup> Ave.  
Amarillo, TX 79101

**STORM SEWER / DRAINAGE EASEMENT**

\* \* \* \* \*

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Date: September 1, 2016

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a Texas limited partnership

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Ventura, CA 93001

Grantee: **CITY OF AMARILLO,**  
a home-rule municipal corporation

Grantee's Mailing Address: 509 SE 7th Ave.  
Amarillo, TX 79101

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property:

A 0.042 acre tract lying in Section 43, Block 9, B.S. & F. Survey, Potter County, Texas being a portion of that certain 166.2 acre tract described in Special Warranty Deed of record in Volume 3117, Page 765 of the Official Public Records of Potter County, Texas, said 0.042 acre tract being more particularly described by metes and bounds on Sheet 1 of 2 of **EXHIBIT "A"** attached hereto and made a part hereof for all purposes and depicted on Sheet 2 of 2 of **EXHIBIT "A"** for reference purposes only.

Grantor, for the Consideration, grants and conveys to Grantee, Grantee's successors and assigns, an exclusive easement for the purposes of (i) constructing, maintaining, operating, repairing, removing, a replacing storm sewer facility and appurtenances and (ii) surface water drainage upon, over, and across the Property (**collectively, the Easement**), together with the right of ingress and egress over, along, and across the Property for the purpose of operating and maintaining the Easement within the boundaries of the Easement.

The facilities constructed by Grantee shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, improve, and make such changes, alterations, additions to or extensions of its facilities within the boundaries of the Easement as are consistent with the purpose expressed herein.

Grantor, Grantor's successors and assigns, may use the Easement for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation, or maintenance of the Easement and surface water drainage, and further provided that such use is not inconsistent with any laws, ordinances, or codes pertaining to the construction, operation, or maintenance of the Easement and surface water drainage. Grantor will not erect or maintain any buildings or other structures or obstructions on or over the Easement except by written permission from Grantee, but a driveway is not considered an obstruction.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor, Grantor's successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the Easement unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

[Signature and Acknowledgment on Following Page]

PARKWEST CORPORATE CENTER, LTD.,  
a Texas limited partnership

By: R. L. Fausset  
Richard L. Fausset, General Partner

THE STATE OF \_\_\_\_\_ §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by  
**Richard L. Fausset**, General Partner of **PARKWEST CORPORATE CENTER, LTD.**, a Texas limited  
partnership, on behalf of said partnership.

[SEAL]

\_\_\_\_\_  
Notary Public

SEE ATTACHED CERTIFICATE.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of VENTURA )  
On SEPT. 1, 2016 before me, JOYCE A. MULLER, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer  
personally appeared RICHARD L. FAUSSET  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Joyce A. Muller  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: EASEMENT Document Date: 9-1-16  
Number of Pages: 4 Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: RICHARD L. FAUSSET  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: PARKWEST CORPORATE CENTER, LTD.

Signer Is Representing: \_\_\_\_\_

**Exhibit "A"**

Sheet 1 of 2

**Storm Sewer & Drainage Easement Description**

A 0.042 acre tract lying in Section 43, Block 9, B.S. & F. Survey, Potter County, Texas being a portion of that certain 166.2 acre tract described in Special Warranty Deed of record in Volume 3117, Page 765 of the Official Public Records of Potter County, Texas, said 0.042 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a 3/8" iron rod with cap marked "HBD" set for corner in the West right of way line of Point West Parkway (formerly Glidden Boulevard) as described in Street Right of Way Dedication recorded in Volume 3302, Page 495, Official Public Records of Potter County, Texas; whence a 3/8" iron rod with cap marked "HBD" found for the Northeast corner of Point West Business Campus Unit No. 7, an Addition to the City of Amarillo, Potter County, Texas according to the plat thereof recorded under File No. 1241564, Official Public Records of Potter County, Texas bears South 89 degrees 47 minutes 00 seconds East, 1101.23 feet and South 00 degrees 21 minutes 38 seconds East, 374.70 feet;

(1) **THENCE** North 89 degrees 47 minutes 00 seconds West, a distance of 50.00 feet to a 3/8" iron rod with cap marked "HBD" set for corner;

(2) **THENCE** North 00 degrees 13 minutes 00 seconds West, a distance of 37.00 feet to a 3/8" iron rod with cap marked "HBD" set for corner;

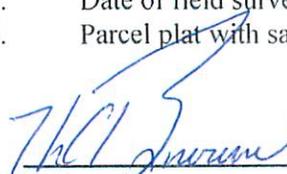
(3) **THENCE** South 89 degrees 47 minutes 00 seconds East, a distance of 50.00 feet to a 3/8" iron rod with cap marked "HBD" set in the West line of Point West Parkway;

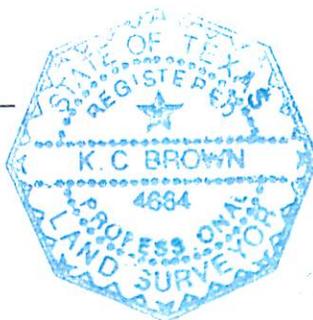
(4) **THENCE** South 00 degrees 13 minutes 00 seconds East, along the West line of Point West Parkway, a distance of 37.00 feet to the POINT OF BEGINNING of this tract;

Said tract contains a computed area of 0.042 acre of land

**NOTES:**

1. Bearings relative to the North line of Section 43 – N 89°47'00" W.
2. Distances are surface values.
3. Date of field survey: June 15, 2016
4. Parcel plat with same date accompanies this description.

  
K.C. Brown \_\_\_\_\_ Date 8-26-16  
RPLS 4664



HAGAR, BROWN & DORSEY, LLC  
LAND SURVEYORS  
4713 S. Western  
Amarillo, Texas 79109  
Phone: (806) 352-1007

**" EXHIBIT A "**  
 City of Amarillo, Texas  
 Section 4.3, Block 9  
 B.S. & F. Survey,  
 Potter County, Texas

PARK WEST CORPORATE CENTER LTD  
 Volume 3117, page 765

- UNPLATTED -

PARK WEST CORPORATE CENTER LTD  
 Volume 3117, page 765

- UNPLATTED -

POINT WEST BUSINESS CAMPUS

UNIT NO. 7  
 LOT 3, BLOCK 1  
 File No. 1241564

MEDICAL DEVELOPMENT III, LTD  
 Volume 2992, page 481

MEDICAL DEVELOPMENT III, LTD.  
 File No. 2012-19515

CHARITABLE LEAD ANNUITY TR.  
 Volume 2124, page 633

OUTLOOK DR.

RESEARCH STREET  
 Instrument No. 1252653

CHARITABLE LEAD ANNUITY TR.  
 Volume 2124, page 633

3/8" Iron Rod (HBD)

1/2" Iron Rod (1583)

3/8" Iron Rod (HBD)

3/8" Iron Rod (HBD)

3/8" Iron Rod (HBD)

S 89°47'00" E - 1101.23'

66'



Scale 1" = 150'

POINT WEST PARKWAY  
 R/W Dedication - Vol. 3302, Pg. 495

12' Public Utility and Drainage  
 Easement - Vol. 3285, Pg. 58

S 89°47'00" E  
 50.00'

PROPOSED STORM SEWER  
 & DRAINAGE EASEMENT

N 00°13'00" E  
 37.00'

N 89°47'00" W  
 50.00'

S 00°13'00" W  
 37.00'

P.O.B

PARK WEST CORPORATE CENTER LTD  
 Volume 3117, page 765

**Hagar, Brown & Dorsey, LLC.**  
 LAND SURVEYORS

P.O. Box 1248  
 Hereford, Texas 79045  
 (806) 364-6084  
 (806) 364-6088 FAX

Sheet  
 Drawn By:  
 Invoice No.:

2 of 2  
 J. Pringle  
 \*\*\*\*\*

4713 S. Western St.  
 Amarillo, Texas 79109  
 (806) 352-8040  
 (806) 352-1008 FAX

Plat Date: 08/29/2016  
 Plat No: OUTLOOK-ESMT3.dwg

ATTACHED FOR REFERENCE PURPOSES ONLY

Return to:  
City of Amarillo  
509 SE 7<sup>th</sup> Avenue  
Amarillo, TX 79101

## STREET DEDICATION DEED

\* \* \* \* \*

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: September 1, 2016

Grantor: **PARKWEST CORPORATE CENTER, LTD.**  
a Texas limited partnership

Grantor's Mailing Address: 199 Figueroa St., Third Floor  
Ventura, CA 93001

Grantee: **CITY OF AMARILLO,**  
a home-rule municipal corporation

Grantee's Mailing Address: 509 SE 7th Ave.  
Amarillo, TX 79101

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property:

A 0.903 acre tract lying in Section 43, Block 9, B.S. & F. Survey, Potter County, Texas being a portion of that certain 166.2 acre tract described in Special Warranty Deed of record in Volume 3117, Page 765 of the Official Public Records of Potter County, Texas, said 0.903 acre tract being more particularly described by metes and bounds on Sheet 1 of 2 of EXHIBIT "A" attached hereto and made a part hereof for all purposes and depicted on Sheet 2 of 2 of EXHIBIT "A" for reference purposes only.

Exceptions to Conveyance and Warranty:

All easements, rights-of-ways, and prescriptive rights of record.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, dedicates the Property to the public to use it for surface water drainage over and across Outlook Drive and constructing, maintaining, replacing, and repairing Outlook Dr., together with any necessary sidewalks, curbs, gutters, utilities, drainage, and other public uses as may be determined by Grantee, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns, to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Warranty.

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

[Signature and Acknowledgment on Following Page]



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

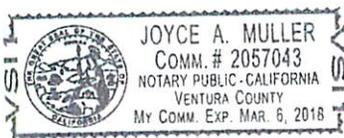
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of VENTURA )  
On SEPT. 1, 2016 before me, JOYCE A. MULLER, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer  
personally appeared RICHARD L. FAUSSET  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Joyce A. Muller  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: DEED Document Date: 9-1-16  
Number of Pages: 4 Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: RICHARD L. FAUSSET

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: PARK WEST CORPORATE CENTER, LTD.

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

## Exhibit "A"

Sheet 1 of 2

### Street Dedication Description

A 0.903 acre tract lying in Section 43, Block 9, B.S. & F. Survey, Potter County, Texas being a portion of that certain 166.2 acre tract described in Special Warranty Deed of record in Volume 3117, Page 765 of the Official Public Records of Potter County, Texas, said 0.903 acre tract being more particularly described by metes and bounds as follows:

**BEGINNING** at a 3/8" iron rod with cap marked "HBD" set for corner in the West right of way line of Research Street as described in Gift Dedication Deed recorded under Instrument No. 1252653, whence a 3/8" iron rod with cap marked "HBD" found for the Northeast corner of Point West Business Campus Unit No. 7, an Addition to the City of Amarillo, Potter County, Texas according to the plat thereof recorded under File No. 1241564, Official Public Records of Potter County, Texas bears South 00 degrees 21 minutes 38 seconds East, 381.73 feet;

- (1) **THENCE** North 88 degrees 55 minutes 28 seconds West, a distance of 160.00 feet to a 3/8" iron rod with cap marked "HBD" set for corner;
- (2) **THENCE** South 89 degrees 38 minutes 35 seconds West, a distance of 845.52 feet to a 3/8" iron rod with cap marked "HBD" set for the beginning of a curve to the left having a radius of 30.00 feet;
- (3) **THENCE** Southwesterly along said curve to the left an arc distance of 46.82 feet (Chord bearing – South 44 degrees 57 minutes 47 seconds West, 42.21 feet) to a 3/8" iron rod with cap marked "HBD" set for corner in the East right of line of Point West Parkway (formerly Glidden Boulevard) as dedicated by instrument recorded in Volume 3302, Page 495, Official Public Records of Potter County, Texas;
- (4) **THENCE** North 00 degrees 13 minutes 00 seconds East, along the East right of line of Point West Parkway, a distance of 97.00 feet to a 3/8" iron rod with cap marked "HBD" set for the beginning of a non-tangent curve to the left having a radius of 30.00 feet;
- (5) **THENCE** Southeasterly along said curve to the left an arc distance of 47.42 feet (Chord bearing – South 45 degrees 04 minutes 13 seconds East, 42.64 feet) to a 3/8" iron rod with cap marked "HBD" set for the end of said curve;
- (6) **THENCE** North 89 degrees 38 minutes 35 seconds East, a distance of 844.55 feet to a 3/8" iron rod with cap marked "HBD" set for corner;
- (7) **THENCE** North 88 degrees 12 minutes 34 seconds East, a distance of 160.00 feet to a 3/8" iron rod with cap marked "HBD" set for corner in the West right of way line of said Research Street;
- (8) **THENCE** South 00 degrees 21 minutes 38 seconds East, a distance of 45.00 feet to the POINT OF BEGINNING of this tract;

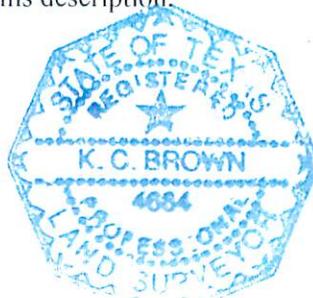
Said tract contains a computed area of 0.903 acre of land

#### NOTES:

1. Bearings relative to the North line of Section 43 – N 89°47'00" W.
2. Distances are surface values.
3. Date of field survey: June 15, 2016
4. Parcel plat with same date accompanies this description.

  
K.C. Brown  
RPLS 4664

8-29-16  
Date



HAGAR, BROWN & DORSEY, LLC  
LAND SURVEYORS  
4713 S. Western  
Amarillo, Texas 79109

Phone: (806) 352-1007

**" EXHIBIT A "**  
 City of Amarillo, Texas  
 Section 43, Block 9  
 B.S. & F. Survey,  
 Potter County, Texas

PARK WEST CORPORATE CENTER LTD  
 Volume 3117, page 765

- UNPLATTED -

N 88°12'34" E  
 160.00'

N 89°38'35" E - 844.55'

0.903 Acres

S 89°38'35" W - 845.52'

N 88°55'28" W  
 160.00'

PARK WEST CORPORATE CENTER LTD  
 Volume 3117, page 765

- UNPLATTED -



Scale 1" = 150'

12' Public Utility and Drainage  
 Easement - Vol. 3295, Pg. 58

R/W Dedication - Vol. 3302, Pg. 495  
 POINT WEST PARKWAY

R=30.0'  
 L=47.42'

R=30.0'  
 L=46.82'

N 00°13'00" E  
 97.00'

PARK WEST CORPORATE CENTER LTD  
 Volume 3117, page 765

**Hagar, Brown & Dorsey, LLC.**  
 LAND SURVEYORS

P.O. Box 1248  
 Hereford, Texas 79045  
 (806) 364-6084  
 (806) 364-6088 FAX

Sheet 2 of 2  
 Drawn By: J. Pringle  
 Invoice No.: \*\*\*\*\*

4713 S. Western St.  
 Amarillo, Texas 79109  
 (806) 352-8040  
 (806) 352-1008 FAX

Plat Date: 08/29/2016  
 Plat No: OUTLOOK.dwg

ATTACHED FOR REFERENCE PURPOSES ONLY

CHARITABLE LEAD ANNUITY TR.  
 Volume 2124, page 633

RESEARCH STREET

S 00°21'38" E - 381.73'

3/8" Iron Rod (HBD)

S 00°21'38" E OUTLOOK DR.  
 45.00'

MEDICAL DEVELOPMENT III, LTD  
 Volume 2992, page 481

MEDICAL DEVELOPMENT III, LTD.  
 File No. 2012-19515

3/8" Iron Rod (HBD)

1/2" Iron Rod (1583)

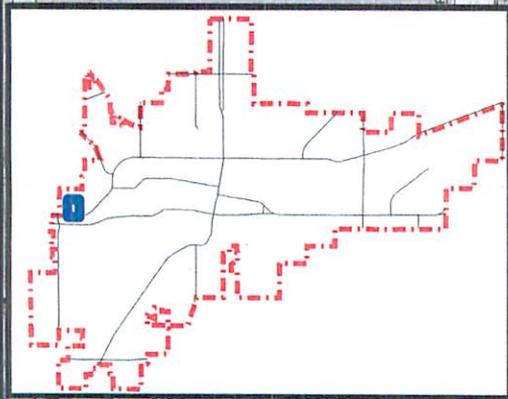
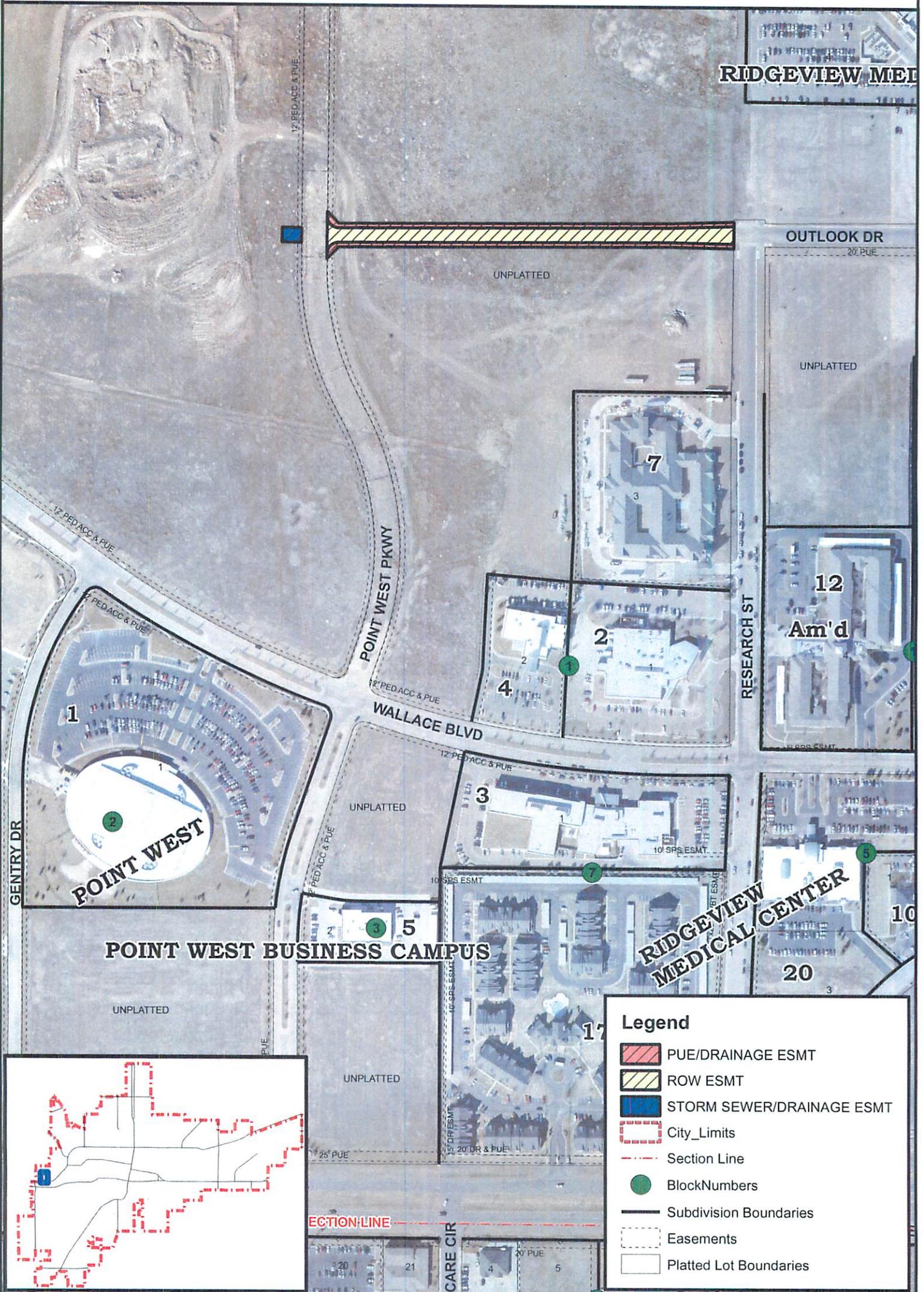
3/8" Iron Rod (HBD)

CHARITABLE LEAD ANNUITY TR.  
 Volume 2124, page 633

POINT WEST BUSINESS CAMPUS  
 UNIT NO. 7  
 BLOCK 1  
 LOT 3, BLOCK 1  
 File No. 1241564

3/8" Iron Rod (HBD)

# DEDICATION OF A ROW, STORM SEWER/DRAINAGE, & 2 PUE/DRAINAGE EASEMENTS



**CITY OF AMARILLO  
PLANNING DEPARTMENT**

Scale: 1" = 300'  
Date: 10-5-16  
Case No: D-16-01



D-16-01 D-16-01 Dedication of two 11.5 ft Public Utility/ Drainage Easements, one .042 acre Storm Sewer/ Drainage Easement and a 37ft Street dedication deed in Section 43, Block 9, B.S. & F Survey, Potter County, Texas.

Grantor: Richard Fausset

Vicinity: Pointwest Pkwy. & Outlook Dr.

7/11

**BOARDS AND COMMISSIONS – VACANCIES**

**Airport Advisory Board (3-year terms)**

11/23/2010	Robert Dempsey	10/01/2016
10/01/2013	John S. Denton	10/01/2016
10/01/2013	Bill Harris	10/01/2016
01/12/2010	Jim Mitchell	10/01/2016
11/23/2010	John Whitaker	10/01/2016

**Amarillo Hospital District (2-year terms)**

10/09/2012	Smith Ellis	10/01/2016
10/09/2012	Mark Logsdon	10/01/2016
11/23/2010	Chuck Speed	10/01/2016

**Amarillo-Potter Events Venue District (2-year terms)**

10/01/2001	Tom Bivins	10/01/2016
10/01/2004	Dean Roper	10/01/2016

**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)

**Downtown Urban Design Review Board (3-year terms)**

08/17/2010	David Horsley	08/17/2016
03/10/2015	Steve Pair	08/17/2016
08/17/2010	Dana Walton	08/17/2016
08/17/2010	Wes Reeves	08/17/2016

**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)
05/05/2015	Rahman Rakhshanda	04/21/2016 – Reappoint?

**Greenways Public Improvement District Advisory Board (3-year terms)**

10/15/2013	Stephen Carter	09/30/2016
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**Library Advisory Board (3-year terms)**

09/07/2010	Maury Roman-Jordan	07/19/2016
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**Quail Creek Public Improvement District Advisory Board (3-year terms)**

07/31/2010	Kris Culp	09/01/2016
------------	-----------	------------

**Texas Panhandle Centers (2-year terms)**

09/19/2000	Sam Reeves	10/04/2016
------------	------------	------------

**Zoning Board of Adjustment (2-year terms)**

10/08/2013	Craig Davis	09/01/2016
10/08/2013	Chris Rhynehart	09/01/2016
02/27/2009	Richard Walton	09/01/2016
10/08/2013	Tom Kolius	09/01/2016