

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, OCTOBER 24, 2017 AT 3:30 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) Review agenda items for regular meeting and attachments;
 - (2) Presentation on Retail Trade Area Market Analysis and New Marketing Guide;
 - (3) Update on City Website;
 - (4) Discuss proposed Tire Ordinance Changes; 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) Section 551.074 – Discuss the appointment, employment, evaluation, reassignment, duties, and qualifications of a public officer or employee, in accordance with the Texas Open Meetings Act.
 - (a) Discussion regarding Municipal Court Judge.

REGULAR MEETING ITEMS

INVOCATION: Kevin Deckard, Polk Street United Methodist Church

PROCLAMATION: “National Community Planning Month”

PUBLIC COMMENT: Citizens who desire to address the City Council with regard to matters on the agenda or having to do with the City’s policies, programs, or services will be received at this time. The total time allotted for comments is 30-minutes with each speaker limited to three (3) minutes. City Council may not discuss items not on this agenda, but may respond with factual, established policy information, or refer to staff. The City Council may choose to place the item on a future agenda.
(Texas Attorney General Opinion. JC-0169.)

1. **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:

THE FOLLOWING ITEMS MAY BE ACTED UPON BY ONE MOTION. NO SEPARATE DISCUSSION OR ACTION ON ANY OF THE ITEMS IS NECESSARY UNLESS DESIRED BY A COUNCILMEMBER, IN WHICH EVENT THE ITEM SHALL BE CONSIDERED IN ITS NORMAL SEQUENCE AFTER THE ITEMS NOT REQUIRING SEPARATE DISCUSSION HAVE BEEN ACTED UPON BY A SINGLE MOTION.

A. **MINUTES:**

Approval of the City Council minutes of the regular meeting held on October 17, 2017.

- B. **ORDINANCE NO. 7678:**
(Contact: Jeffrey English, Planner I)
This is the second and final reading to rezone a 13.26 acre tract of land in the Northwest corner of Lot 48, Block 1, South Side Acres Unit No. 25, in Section 230, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District with Specific Use Permit 99 (A/S-99) to General Retail District (GR). (Vicinity: Southwest 58th Avenue and Royce Drive.)
- C. **ORDINANCE NO. 7679:**
(Contact: Jeffrey English, Planner I)
This is the second and final reading to rezone Lots 10 - 12, Block 223, Plemons Unit No. 1, in Section 170, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 130 (PD-130) to Planned Development 130 (PD-130). (Vicinity: Southwest 16th Avenue and South Jackson Street.)
- D. **ORDINANCE NO. 7680:**
(Contact: Cody Balzen, Planner I)
This is the second and final reading to rezone Lots 1A and 1B, Block 6, Ridgeview Medical Center Unit No. 24, in Section 43, Block 9, BS&F Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 244 (PD-244) to Office District 2 (O-2). (Vicinity: South Coulter Street and Evans Drive.)
- E. **AWARD – 2017-2021 COMMUNITY INVESTMENT PROGRAM AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES:**
(Contact: Floyd Hartman, CP&DE Director)
Awarded to: CH2M Hill Engineers, Inc. -- \$231,500.00
This agreement is for engineering services for professional engineering services to include all meetings, coordination, and all items necessary to perform engineering services in connection with the River Road Wastewater Reclamation Facility, including a Digester Mixing System, Aeration Basin Diffusers, and a Secondary Boiler per the City of Amarillo requirements.
- F. **AWARD – PRINTING NEEDS (CITY OF AMARILLO):**
(Contact: Trae Kepley, Assistant Purchasing Agent)
Zip Print -- \$87,502.25
This award is to approve an annual contract for the purchase of Printing Services for the City of Amarillo Annual Contract.
- G. **AWARD – PREVENTIVE MAINTENANCE CONTRACTS FOR ICPMS INSTRUMENTS:**
(Contact: David Reasoner, Chief Chemist)
Award to Perkin Elmer in the amount of \$54,423.60
This purchase is for two PM Contracts on two Environmental Laboratory ICPMS instruments used to provide analytical services for Water and Wastewater Permits. These annual contracts have been routine business for the Laboratory for over 15 years. The PM Contracts ensure repair and maintenance for the two instruments throughout the year.
- H. **APPROVAL – AMENDMENT NUMBER 2 TO CONTRACT NO. CP1704 BETWEEN THE CITY OF AMARILLO AND TEXAS COMPTROLLER OF PUBLIC ACCOUNTS:**
(Contact: Chip Orton, Emergency Management Coordinator)
This item is to approve Amendment Number Two to the contract between the City of Amarillo and the Texas Comptroller of Public Accounts as part of the Agreement-In-Principle (AIP), Task 3 Emergency Management services related to the U.S. Department of Energy Pantex Plant.

REGULAR AGENDA

2. **ORDINANCE NO. 7681 – DUAL RIGHT TURN SOUTHEAST 7TH AND BUCHANAN STREET DOWNTOWN:**
(Contact: David Szmagalski, Traffic Operations Technician)
This is the first reading changing Amarillo Municipal Code Article XXI, Section 16-3-1004, Schedule D, Dual Right Turns. When Southeast 7th Avenue between Buchanan and Fillmore Streets was changed from one-way to two-way traffic operation in July, the dual right turn on Southeast 7th at Buchanan Street moved to Southeast 7th Avenue and Fillmore Street.
3. **ORDINANCE NO. 7682 – SPEED LIMITS ON ANNEXED ROADWAYS:**
(Contact: David Szmagalski, Traffic Operations Technician)
This is the first reading changing Amarillo Municipal Code Article XXI, Section 16-3-1002, Schedule B Maximum Speed Limit. Current City Ordinance does not recognize the annexed portions of roadway and associated speed limits.
4. **RESOLUTION -- FOUR-WAY STOP AT PARKER STREET AND SOUTHWEST 43RD AVENUE:**
(Contact: David Szmagalski, Traffic Operations Technician)
This is a resolution for placement of a four-way stop at the intersection of Parker Street and Southwest 43rd Avenue. For clarification, this intersection is one block north of Southlawn Park on Parker Street. Residents on Parker Street presented a petition for a four-way stop for the purpose of speed control on Parker Street. The Traffic Advisory Board heard this request at their September 20 meeting. The Board voted 4-0 to recommend to the City Council that a four-way stop be placed at Parker Street and Southwest 43rd Avenue.
5. **RESOLUTION – CASTING VOTES FOR THE MEMBERS OF THE BOARD OF DIRECTORS OF THE RANDALL COUNTY APPRAISAL DISTRICT:**
(Contact: Michelle Bonner, Deputy City Manager)
This resolution authorizes the casting of votes for the members of the Board of Directors of the Randall County Appraisal District.
6. **RESOLUTION – CASTING VOTES FOR THE MEMBERS OF THE BOARD OF DIRECTORS OF THE POTTER COUNTY APPRAISAL DISTRICT:**
(Contact: Michelle Bonner, Deputy City Manager)
This resolution authorizes the casting of votes for the members of the Board of Directors of the Potter County Appraisal District.
7. **RESOLUTION – APPROVING THE 2017 WATER CONSERVATION PLAN:**
(Contact: Russell Grubbs, Director of Utilities)
The 2017 Water Conservation Plan is comprehensive and will help secure the City's future water supply.
8. **APPROVAL – CENTER CITY TAX REINVESTMENT ZONE #1 DEVELOPER AGREEMENT FOR 800 S POLK, LP:**
(Contact: AJ Fawver, Planning Director)
This item approves a Tax Increment Reinvestment Zone #1 Developer Agreement for the reimbursement of 90% of the annual ad valorem tax increment from the participating taxing jurisdictions generated annually for ten years, with a maximum reimbursement of \$300,000, as well as the reimbursement of \$50,000 of public improvements associated with this project, for the redevelopment of the Levine's building into a mixed-use commercial property at 800 South Polk.
9. **APPROVAL – CENTER CITY TAX REINVESTMENT ZONE #1 DEVELOPER AGREEMENT FOR 79101 PROPERTIES, LP:**
(Contact: AJ Fawver, Planning Director)
This item approves a Tax Increment Reinvestment Zone #1 Developer Agreement for the reimbursement of 90% of the annual ad valorem tax increment from the participating taxing jurisdictions generated annually for ten years, with a maximum reimbursement of \$200,000 for the redevelopment of the Woolworth building into a mixed-use commercial property at 626 South Polk.

10. **APPROVAL – ADDENDUM FIVE (5) – JOB # 521943: HILLSIDE TERRACE 30” SEWER REPLACEMENT:**

(Contact: Floyd Hartman, CP&DE Director)

Original Contract \$ 52,650.00

Previous Addendums: \$346,784.01

Current Addendum: \$261,000.00

For a Total of Addendums: \$607,784.01

Revised Contract: \$660,434.01

This item approves Addendum Five (5) to the Professional Service Agreement with RIMKUS Consulting Group, Inc. to allow for additional engineering services, testing and the related activities.

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

Posted this 20th day of October 2017.

Amarillo City Council meetings stream live on Cable Channel 10 and are available online at:

www.amarillo.gov/granicus

Archived meetings are also available.

STATE OF TEXAS
COUNTIES OF POTTER
AND RANDALL
CITY OF AMARILLO

On the 17th day of October 2017, the Amarillo City Council met at 3:30 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

GINGER NELSON	MAYOR
ELAINE HAYS	COUNCILMEMBER NO. 1
FREDA POWELL	COUNCILMEMBER NO. 2
EDDY SAUER	COUNCILMEMBER NO. 3
HOWARD SMITH	COUNCILMEMBER NO. 4

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

JARED H. MILLER	CITY MANAGER
MICHELLE BONNER	DEPUTY CITY MANAGER
MICK MCKAMIE	CITY ATTORNEY
ANDREW FREEMAN	ECONOMIC DEVELOPMENT MGR.
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Sean Vokes, Hillside Christian Church. Proclamation were presented for "Dyslexia Awareness Month" and "Soroptimist International." Mayor Nelson led the audience in the Pledge of Allegiance.

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

PUBLIC COMMENT:

Carol Smith, 1616 South Polk Street, stated she was encouraged the Council was applying again for the Tiger Grant. There were no further comments.

ITEM 1: Mayor Nelson presented the consent agenda and asked if any item should be removed for discussion or separate consideration. Councilmember Powell asked that Item 1A be considered separately. Motion was made by Councilmember Powell to approve the consent agenda Items B-H, seconded by Councilmember Smith.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

Motion was made by Councilmember Powell to approval the consent agenda with changes to the minutes to reflect that Mayor Nelson left after work session and Leslie Schmidt, Senior City Attorney, instead of Mick McKamie, City Attorney, seconded by Councilmember Hays.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

A. **MINUTES:**

Approval of the City Council minutes of the regular meeting held on October 10, 2017.

B. **PURCHASE – MECHANICAL STREET SWEEPER:**

(Contact: Glenn Lavender, Shop Superintendent)

Award using HGAC Contract meeting specifications:

Heil of Texas -- \$282,005.00

This item is the scheduled replacement of unit 7312, 2011 Freightliner Sweeper that has reached or exceeded useable life expectancy. This award will be used by the Street Department for daily operations. This bid represents a 1% increase from the last purchase. Funding for this award

is available in the approved FY 2017-2018 Fleet Services Rolling Stock Budget.

C. **AWARD – OILS AND GREASES ANNUAL CONTRACT:**

(Contact: Trent Davis, Purchasing Agent)
Western Marketing \$59,306.43
Griffin Oil \$2,148.15
Commercial Distributing, Inc. \$15,270.59
Total Awarded \$76,725.17

This award is to approve an annual contract for the purchase of oils and greases annual contract.

D. **AWARD – ELECTRICAL SUPPLIES ANNUAL CONTRACT:**

(Contact: Trent Davis, Purchasing Agent)
Award to Dealers Electrical Supply in an amount not to exceed \$423,000.00
Electrical Contract awarded on Buyboard Purchasing Cooperative Contract #501-15 & #527-17
This award is to approve a contract for the purchase of electrical supplies.

E. **APPROVAL – CHANGE ORDER NO. 6 – JOB NO. 430065: LANDFILL SCALES AND SCALEHOUSE FACILITY:**

(Contact: Floyd Hartman, CIP Director)
Original Contract: \$ 742,772.43
Previous Change Orders: \$ 39,212.30
Current Change Order: \$ 13,127.73
Revised Contract Total: \$ 795,112.46

Change Order No. 6 addresses final contract quantities and includes the installation of additional HMAC pavement to widen the northbound lane of the landfill scalehouse. The additional pavement will minimize traffic entering the landfill from causing damage to unpaved areas, reducing maintenance requirements. This will also provide a safer driving surface for traffic as it leaves the scalehouse and enters the landfill.

F. **APPROVAL OF AMENDMENT NO. 4, TASK ORDER NO. 15, KSA ENGINEERS AT THE RICK HUSBAND AMARILLO INTERNATIONAL AIRPORT:**

(Contact: Michael Conner, Airport Director)
This item is for the drilling of five (5) additional monitoring wells and one year of monitoring services for the East End Drainage project. The total cost of the Amendment is \$95,556.28. This amendment outlines the requirements for monitoring wells and quarterly testing per the TCEQ Risk Based Assessment for the East Side Drainage Project.

G. **AVIATION CLEAR ZONE EASEMENT:**

Aviation Clear Zone Easement, being 4,800 feet above mean sea level above the plat of Holiday South Unit No. 10 a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 177, Block 2, AB&M Survey, Randall County, Texas.

H. **AWARD – CITY HALL FACILITIES REMODEL:**

Remodel for the Legal Department Offices on the second floor of City Hall. Awarded to Panhandle Steel Buildings, Inc. The awarded contract will be issued to Buy Board number 520-16 in the amount of \$182,449.00.

REGULAR AGENDA

ITEM 2: Mayor Nelson held a public hearing and presented the first reading of an ordinance rezoning a 13.26 acre tract of land in the Northwest corner of Lot 48, Block 1, South Side Acres Unit No. 25, in Section 230, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District with Specific Use Permit 99 (A/S-99) to General Retail District (GR). (Vicinity: Southwest 58th Avenue and Royce Drive.) Jeffrey English, Planner I, presented this item. Mayor Nelson opened a public hearing on this item. Jim Doche, Architect, stated the plans are for two commercial buildings. There were no other comments. Mayor Nelson closed the public hearing. Motion was made by

Councilmember Smith, seconded by Councilmember Powell, that the following captioned ordinance be passed:

ORDINANCE NO. 7678

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SOUTHWEST 58TH AVENUE AND ROYCE DRIVE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 3: Mayor Nelson held a public hearing and presented the first reading of an ordinance rezoning Lots 10 - 12, Block 223, Plemons Unit No. 1, in Section 170, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 130 (PD-130) to Planned Development 130 (PD-130). (Vicinity: Southwest 16th Avenue and South Jackson Street.) Jeffrey English, Planner I, presented this item. Mayor Nelson opened a public hearing on this item. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Powell, seconded by Councilmember Smith, that the following captioned ordinance be passed:

ORDINANCE NO. 7679

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 SOUTH JACKSON STREET AND SOUTHWEST SIXTHTEENTH AVENUE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 4: Mayor Nelson held a public hearing and presented the first reading of an ordinance rezoning of Lots 1A and 1B, Block 6, Ridgeview Medical Center Unit No. 24, in Section 43, Block 9, BS&F Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 244 (PD-244) to Office District 2 (O-2). (Vicinity: South Coulter Street and Evans Drive.) Cody Balzen, Planner I, presented this item. Mayor Nelson opened a public hearing on this item. There were no comments. Mayor Nelson closed the public hearing. Motion was made by Councilmember Sauer, seconded by Councilmember Hays, that the following captioned ordinance be passed:

ORDINANCE NO. 7680

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 SOUTH COULTER STREET AND EVANS DRIVE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 5: Mayor Nelson presented a resolution authorizing and approving the submission of a grant application to the United States Department of Transportation – Transportation Investment Generation Economic Recovery (TIGER) Discretionary Grant. The resolution authorizes and approves the submission of a grant application to the TIGER Discretionary Grant fund and pledges the minimum 20% Local Funding Match. Currently the Polk Street Improvements and Streetscape project is funded with

\$5,562,000 thru the CIP plan authorized by public approval of Proposition 1. The grant application proposes and commits a portion of those funds \$3,528,484 as a local match percentage of a larger grant funded project with similar and encompassing project scope. The grant application proposes street improvements including the development of a Complete Street concept to eight blocks of Polk Street and 24 blocks of Sixth Avenue. This item was presented by Kyle Schniederjan, City Engineer. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that the following captioned resolution be passed:

RESOLUTION NO. 10-17-17-1

A RESOLUTION OF THE CITY OF AMARILLO TEXAS; AUTHORIZING AND APPROVING THE SUBMISSION OF A TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) DISCRETIONARY GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION AND PLEDGING THE MINIMUM 20% LOCAL FUNDING MATCH; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 6: Mayor Nelson presented an item approving the construction contract for Water Distribution and Wastewater Collection relocations in the vicinity of TxDot's SL335 Hollywood Road and I-27 highway improvement project. Relocations are required in accordance with a Utility Installation Agreement with TxDot. This item was presented by Floyd Hartman, CIP Director. Motion was made by Councilmember Sauer, seconded by Councilmember Smith, that this item be approved.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 7: Mayor Nelson presented an item approving Change Order No 3 to the existing contract with SJ Louis Construction of Texas, LTD. for various additional work in the sum of \$209,767.33. This item was presented by Floyd Hartman, CIP Director. Motion was made by Councilmember Powell, seconded by Councilmember Hays, that this item be approved.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ITEM 8: Mayor Nelson stated appointments were needed for the Condemnation Appeals Commission. This item was presented by Randy Schuster, Building Official. Motion was made by Councilmember Powell to appoint to the Condemnation Appeals Commission: Jeff Bryant, Richard Constancio, Joe Favela, Gary Hans, Tom Roller and George Cumming, as Alternate, seconded by Councilmember Hays.

Voting AYE were Mayor Nelson, Councilmembers Hays, Powell, Sauer and Smith; voting NO were none; the motion carried by a 5:0 vote of the Council.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor

Amarillo City Council

Agenda Transmittal Memo



Meeting Date	October 17, 2017	Council Priority	Community Appearance
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Department	Planning Department	Contact Person	AJ Fawver
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Agenda Caption

Vicinity: SW 58th Ave. & Royce Dr.

Rezoning of 13.26 acre tract of land in the Northwest corner of Lot 48, Block 1, South Side Acres Unit No. 25, in Section 230, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District with Specific Use Permit 99 (A/S-99) to General Retail District (GR).

Agenda Item Summary

Staff's analysis of zoning change requests begins with referring to the Comprehensive Plan's Future Land Use and Character (FLUC) Map in order to identify what it recommends for future land uses. Staff also considers how any zoning change would impact the Comprehensive Plan's recommended Neighborhood Unit Concept (NUC) of development whereby non-residential land uses are encouraged at section-line arterial intersections with a transition to residential uses as development occurs away and inward from the arterial intersections. Staff also considers the principles and recommendations laid out within the Comprehensive Plan, as well existing zoning and development patterns in the area.

The Neighborhood Unit Concept is also a key piece of the adopted plan, in which zoning transitions from areas of higher density at section line corners to areas of lower density toward the center of the section. This concept of development ensures that commercial areas will have less of an impact to residential areas. This particular square mile section is a majority of either a playa lake (large floodplain) or unannexed land. However, this request does follow the NUC since it is near the northeast corner of Section L-16, along the arterial street (SW 58th Avenue). The western portion of this property is already zoned Light Commercial (LC), thus the opportunity arose to create a transition between it and the lower density zoning district Agricultural (A). After looking at existing uses and the proposed use General Retail District (GR) was recommended to the applicant. Therefore, staff believes this property is in compliance with the NUC development pattern since it will create a transition zone between higher intensity uses and lower intensity uses.

The adopted Comprehensive Plan contains a number of action strategies that are to be followed when making decisions about land use, development, and other community elements. These include:

- Encourage infill development to achieve more efficient utilization of the City's existing resources and infrastructure. *(page 3.3, Growth Management & Capacity).*
- Promote infill development of various types as appropriate areas to reduce urban sprawl and duplication of public services thereby saving tax dollars. *(page 3.3, Growth Management & Capacity).*

Amarillo City Council

Agenda Transmittal Memo



This tract of land was initially zoned Agricultural District (A) when parts of it were annexed in 1960, 1977, and 1997, respectively. In 2002, it was changed to Agricultural with a Specific Use Permit (#99) in 2002 for the YMCA outdoor ballpark, soccer fields, and an indoor gymnasium with associated uses. The property has never fully developed into what was proposed and approved in 2002 per the approved specific use permit site plan.

The requested zoning change would create a transition for the NUC pattern between the Light Commercial District (LC) zoning in the east and that the remainder of the Netplex site, which is zoned Agricultural District with an SUP #99 (A/S-99). This proposed restaurant use that will service alcohol, along with the existing uses on this portion of the property, would be allowed within this zoning district by right, eliminating the need for the SUP.

Requested Action

The applicant is requesting a change in zoning from A/S-99 to GR to allow a restaurant that serves alcohol to operate in the existing Netplex building that fronts on SW 58th Avenue.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 11 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received 0 comments regarding this request.

The item was recommended for approval by 6:0 vote of the Planning and Zoning Commission at its September 25, 2017 public meeting.

City Manager Recommendation

Planning Staff has reviewed the associated ordinance and exhibit and recommends the City Council approve the item as submitted.

ORDINANCE NO. 7678

AN ORDINANCE OF THE CITY OF AMARILLO, TEXAS: PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF AMARILLO, TEXAS; PROVIDING FOR CHANGE OF USE DISTRICT CLASSIFICATION OF SPECIFIED PROPERTY IN THE VICINITY OF SOUTHWEST 58th AVENUE AND ROYCE DRIVE, RANDALL COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of 13.26 acre tract of land in the Northwest corner of Lot 48, Block 1, South Side Acres Unit No. 25, in Section 230, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District with Specific Use Permit 99 (A/S-99) to General Retail District (GR).

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, 2017 and PASSED on Second and Final Reading on this the _____ day of October, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



Looking northeast towards the existing netplex building that is under rezoning consideration.



Looking northeast from SW 58th Ave towards the existing netplex building that is under consideration.



Looking west across SW 58th Ave towards businesses zoned Light Commercial (LC).



Looking northwest across SW 58th Ave towards businesses zoned Light Commercial (LC).

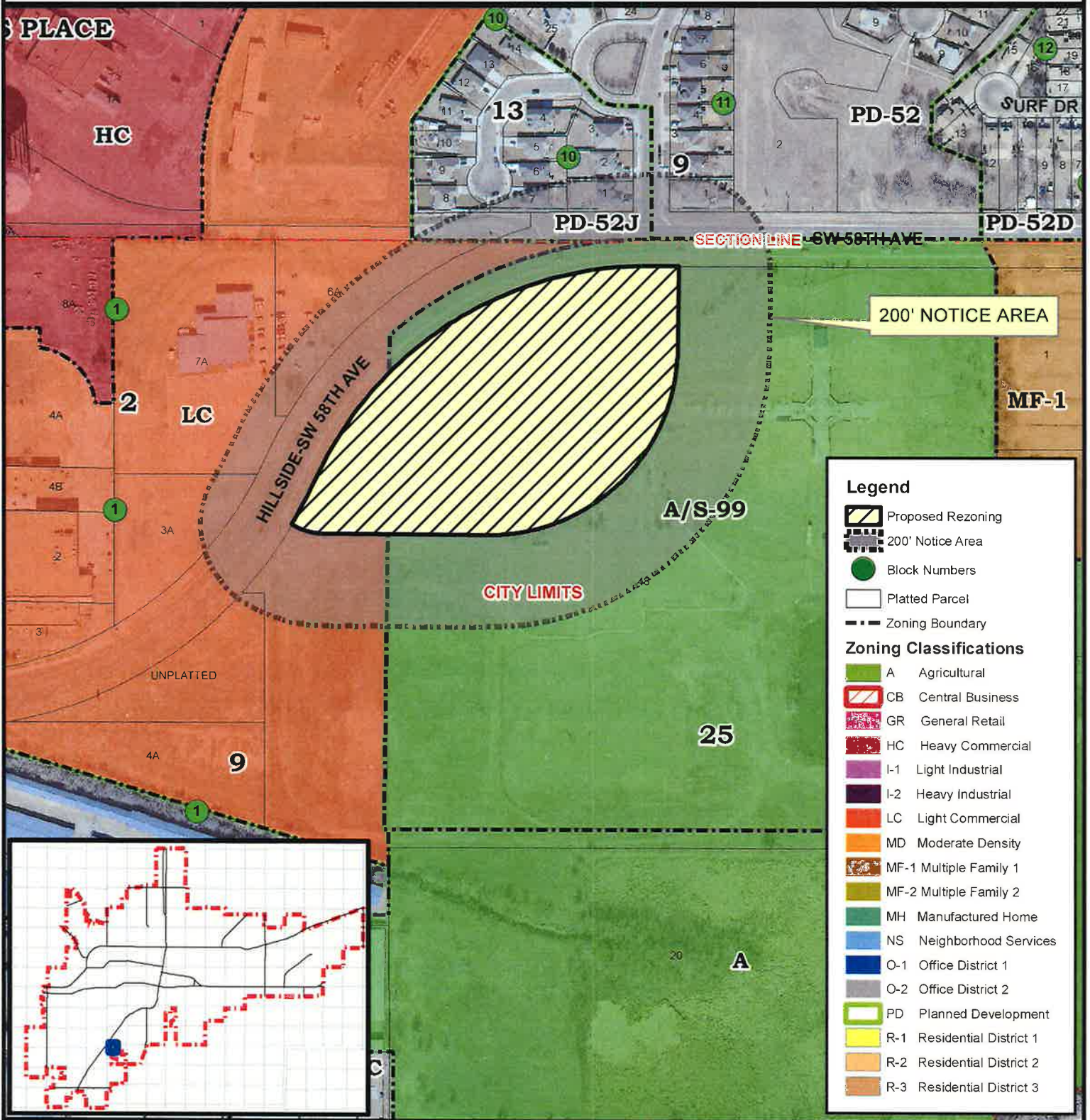


Looking east towards Netplex play fields that is zoned currently Agricultural with Specific Use Permit 99.



Looking south from the netplex parking lot, just beyond the trees is a Business Park along S Western St.

CASE Z-17-18
REZONING FROM AGRICULTURAL DISTRICT WITH SPECIFIC USE PERMIT 99 (A/S-99)
TO GENERAL RETAIL DISTRICT (GR)



Legend	
	Proposed Rezoning
	200' Notice Area
	Block Numbers
	Platted Parcel
	Zoning Boundary
Zoning Classifications	
	A Agricultural
	CB Central Business
	GR General Retail
	HC Heavy Commercial
	I-1 Light Industrial
	I-2 Heavy Industrial
	LC Light Commercial
	MD Moderate Density
	MF-1 Multiple Family 1
	MF-2 Multiple Family 2
	MH Manufactured Home
	NS Neighborhood Services
	O-1 Office District 1
	O-2 Office District 2
	PD Planned Development
	R-1 Residential District 1
	R-2 Residential District 2
	R-3 Residential District 3

CITY OF AMARILLO
PLANNING DEPARTMENT

Scale: 1 inch = 300 feet
Date: 7/21/2017



Rezoning of 13.26 acre tract of land in the Northwest corner of Lot 48, Block 1, South Side Acres Unit No. 25, in Section 230, Block 2, AB&M Survey, Randall County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Agricultural District with Specific Use Permit 99 (A/S-99) to General Retail District (GR).

Applicant: Goal Setters, Inc.
Vicinity: SW 58th Ave. & Royce Dr.

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

Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 17, 2017	Council Priority	Community Appearance
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Department	Planning Department	Contact Person	AJ Fawver
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Agenda Caption

Vicinity: SW 16th Ave. & S Jackson St.

Rezoning of Lots 10 - 12, Block 223, Plemons Unit No. 1, in Section 170, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and publicways to change from Planned Development 130 (PD-130) to Planned Development 130 (PD-130).

Agenda Item Summary

Staff's analysis of zoning change requests begins with referring to the Comprehensive Plan's Future Land Use and Character (FLUC) Map in order to identify what it recommends for future land uses. Staff also considers how any zoning change would impact the Comprehensive Plan's recommended Neighborhood Unit Concept (NUC) of development whereby non-residential land uses are encouraged at section-line arterial intersections with a transition to residential uses as development occurs away and inward from the arterial intersections. Staff also considers the principles and recommendations laid out within the Comprehensive Plan, as well existing zoning and development patterns in the area.

PD-130 has had multiple amendments approved since its creation, and as a result of these, the files and associated ordinances were quite complicated and difficult to follow, creating an administrative issue when determining what regulations applied to each part of the site, essentially necessitating a review of each file and ordinance for every circumstance. As such, the Planning department took this opportunity to clean up these previous approvals and compose one single, organized, and easily reviewable ordinance which addresses all previous approvals and this proposed amendment. This was approved 3/13/2017 by the P&Z commission and approved by City Council on final reading 6/13/2017.

The items associated with this Planned Development hearing are:

- The establishment of PD-130 regulations and the associated site plan for the proposed new development of Lots 10-12, Block 223.

Per Section 4-10-104 of the Zoning Ordinance, a site plan shall be approved and filed as part of the Planned Development ordinance, meaning the approval of the PD ordinance shall constitute approval of the associated site plan as well.

As mentioned before, the proposed new development of Lots 10-12, Block 223 is as an office with an accessory use of a bus garage. The building will be two stories tall, and will be faced with brick veneer with aluminum storefront type windows. One parking lot will be built on the south side of the building, with a wooden and brick fencing established around them to separate and screen them from the residences to the south. The facility design was reviewed using the adopted Downtown Amarillo Urban Design Standards and the Downtown Design Review Board approved this project on September 15,

Amarillo City Council

Agenda Transmittal Memo



2017.

This rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character Map, which designates this area for a future “Neighborhood Conservation (NC)” land use. The Comprehensive Plan states that the character and intensity of the land use category would encompass attached public/institutional facilities which meet the land use definition.

The Neighborhood Unit Concept is also a key piece of the adopted plan, in which zoning transitions from areas of lower density at section line corners to areas of high density. This concept of development ensures that commercial areas will have less of an impact to residential areas. This concept is consistent with the Neighborhood Unit Concept, as this multi-use location is adjacent to the section line.

The adopted Comprehensive Plan contains a number of action strategies that are to be followed when making decisions about land use, development, and other community elements. These include:

- Future Land Use Map: Neighborhood Conservation allows Public/Institutional Uses (*page 2.13, Land Use and Community Character*).
- Encourage infill development to achieve more efficient utilization of the City’s existing resources and infrastructure. (*page 3.3, Growth Management & Capacity*).
- Promote infill development of various types as appropriate areas to reduce urban sprawl and duplication of public services thereby saving tax dollars. (*page 3.3, Growth Management & Capacity*).

The requested zoning change would only amend the existing PD-130 zoning that already applies to a large part of the BCS campus. This proposed project use would be allowed within, by right. A screening fence was required to be placed on the south side of the property, since it shares a property line with residentially zoned property. This fence was provided in accordance with downtown standards.

Requested Action

The applicant is requesting the rezoning of Lots 10 - 12, Block 223, Plemons Unit No. 1, in Section 170, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development 130 (PD-130) to Planned Development 130 (PD-130) in order to continue on to the next phase of the Baptist Community Services campus.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 15 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received 1 comment regarding this request that was not in favor of the rezoning because she did not like BCS encroaching on the existing neighborhood.

Amarillo City Council Agenda Transmittal Memo



The item was recommended for approval by 6:0 vote of the Planning and Zoning Commission at its September 25, 2017 public meeting.

City Manager Recommendation

Planning Staff has reviewed the associated ordinance and exhibit and recommends the City Council approve the item as submitted.

ORDINANCE NO. 7679

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 SOUTH JACKSON STREET AND SOUTHWEST SIXTHTEENTH AVENUE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of Lots 10 - 12, Block 223, Plemons Unit No. 1, in Section 170, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and publicways to change from Planned Development 130 (PD-130) to Planned Development 130 (PD-130).

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, 2017 and PASSED on Second and Final Reading on this the _____ day of October, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



Looking southeast at the property for consideration from the intersection of SW 16th and S Jackson St. Jackson Street Apartments use to be at this site.



Looking north up S Jackson St from the intersection of SW 16th Ave and S Jackson St. (BCS Campus on Right)



Looking west down SW 16th Ave from the intersection of SW 16th Ave and S Jackson St.



Looking south down S Jackson Street with the subject property seen on the left. (Houses zoned MF-2)



Looking east up SW 16th Ave from in front of the property for consideration.

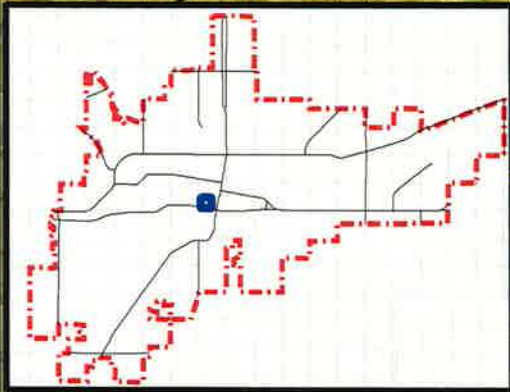
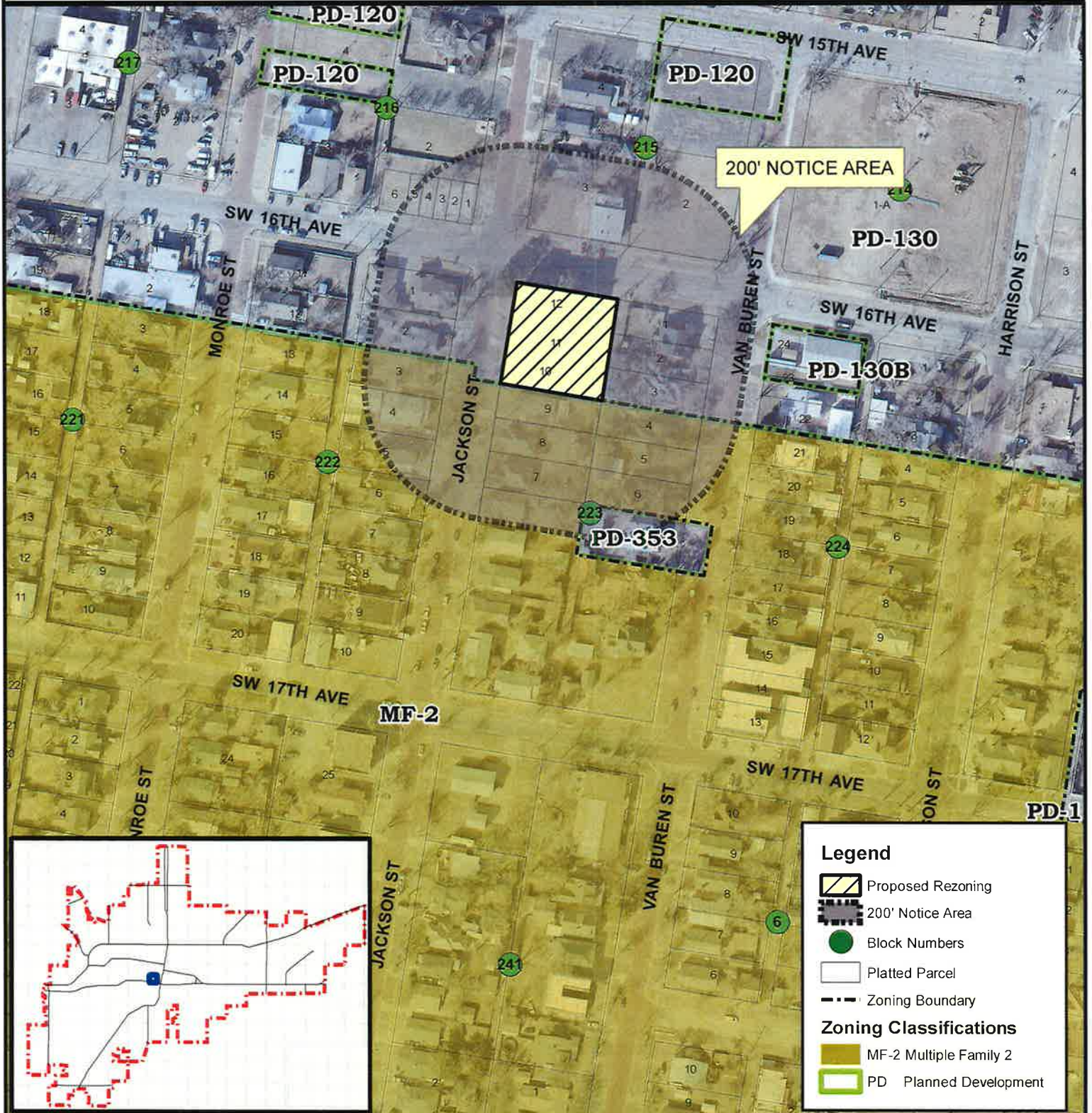


A different view facing the same direction down SW 16th Ave from the property for consideration.



Looking north across SW 16th Ave at a previously approved in March BCS campus property.

**CASE Z-17-24
 REZONING FROM PLANNED DEVELOPMENT 130 (PD-130)
 TO PLANNED DEVELOPMENT 130 (PD-130)**



Legend

- Proposed Rezoning
- 200' Notice Area
- Block Numbers
- Platted Parcel
- Zoning Boundary

Zoning Classifications

- MF-2 Multiple Family 2
- PD Planned Development

**CITY OF AMARILLO
 PLANNING DEPARTMENT**

Scale: 1 inch = 200 feet
Date: 8/22/2017



Rezoning of Lots 10 - 12, Block 223, Plemons Unit No. 1, in Section 170, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and publicways to change from Planned Development 130 (PD-130) to Planned Development 130 (PD-130).

Applicant: Mason Rogers
 Vicinity: SW 16th Ave. & S Jackson St.

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

Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 17, 2017	Council Priority	Public Hearing
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Department	Planning Department	Contact Person	Cody Balzen
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Agenda Caption

Consideration in public hearing of a rezoning of Lots 1A & 1B, Block 6, Ridgeview Medical Center Unit No. 24, in Section 43, Block 9, BS&F Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 244 (PD-244) to Office District 2 (O-2).

Vicinity: South Coulter Street & Evans Drive

Agenda Item Summary

Planning Department Staff's analysis of zoning change requests begins with referring to the Comprehensive Plan's Future Land Use and Character (FLUC) Map in order to identify what it recommends for future land uses. Staff also considers how any zoning change would impact the Comprehensive Plan's recommended Neighborhood Unit Concept (NUC) of development whereby non-residential land uses are encouraged at section-line arterial intersections with a transition to residential uses as development occurs away and inward from the arterial intersections. Staff also considers the principles and recommendations laid out within the Comprehensive Plan, as well existing zoning and development patterns in the area.

This rezoning request is consistent with the current pattern of development within the area, which is predominately office or medical uses. The existing PD and requested O-2 zoning district are consistent with the conditions of the area.

This rezoning request is consistent with the adopted 2010 Comprehensive Future Land Use and Character (FLUC) Map, which designates this area for a future "business park" land use. The Comprehensive Plan states that the development type in this designation should be that associated primarily with office, medical, and technology/research uses, intended to create a highly attractive business investment environment. Characteristics of this development should be that of a suburban, campus style featuring enhanced site and building design. The existing building on the site is in character with this "business park" designation and the surrounding building style. Along with this, the granting of this rezoning request will also not diminish the landscaping standards for this site.

The Neighborhood Unit Concept is also a key piece of the adopted plan, in which zoning transitions from areas of higher density at section line corners to areas of lower density toward the center of the section. This concept of development ensures that commercial areas will have less of an impact to residential areas. This rezoning request does follow the Neighborhood Unit Concept as it would allow for the same density type of development as currently situated on the tract. This previous zoning and requested zoning are consistent with this concept as the current PD allows for the same development that would

Amarillo City Council

Agenda Transmittal Memo



be allowed in the requested O-2 district.

The adopted Comprehensive Plan contains a number of action strategies that are to be followed when making decisions about land use, development, and other community elements. One of these strategies is an emphasis on character emphasis of developments (page 2.24, Land Use & Community Character). This action strategy was supported by the previous zoning and will continue to be supported with the requested zoning as the characteristics of the site are consistent with the character of the surrounding medical business park and the requested zoning will not change this. Another strategy is an emphasis on easing redevelopment of a site (page 2.26). This action strategy is supported in this instance as the current PD established on the site creates a site plan for which the property must follow, and any redevelopment of the site that does not exactly follow the site plan would require a rezoning amendment to the PD. This would include, for example, any alterations to placement of signage. The requested O-2 zoning would set broader development standards for the site without compromising character.

Requested Action

The applicant is requesting the rezoning of Lots 1A & 1B of the Ridgeview Medical Center Unit No. 24 plat to change from Planned Development District 244 (PD-244) to Office District 2 (O-2) in order to alleviate development challenges associated with the current PD zoning of the site, which was approved in 1996 and codified a specific site plan and sets the parameters in accordance with it.

Funding Summary

N/A

Community Engagement Summary

The item was distributed to all applicable internal and external entities. Notices have been sent out to 6 property owners within 200 feet regarding this proposed rezoning. At the time of this writing, the Planning Department has received no comments regarding this request.

The item was recommended for approval by 6:0 vote of the Planning and Zoning Commission at its September 25, 2017 public meeting.

City Manager Recommendation

Planning Staff has reviewed the associated ordinance and recommends the City Council approve the item as submitted.

ORDINANCE NO. 47L 80

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 SOUTH COULTER STREET AND EVANS DRIVE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

Rezoning of Lots 1A & 1B, Block 6, Ridgeview Medical Center Unit No. 24, in Section 43, Block 9, BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 244 (PD-244) to Office District 2 (O-2).

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, 2017 and PASSED on Second and Final Reading on this the _____ day of October, 2017.

Ginger Nelson, Mayor

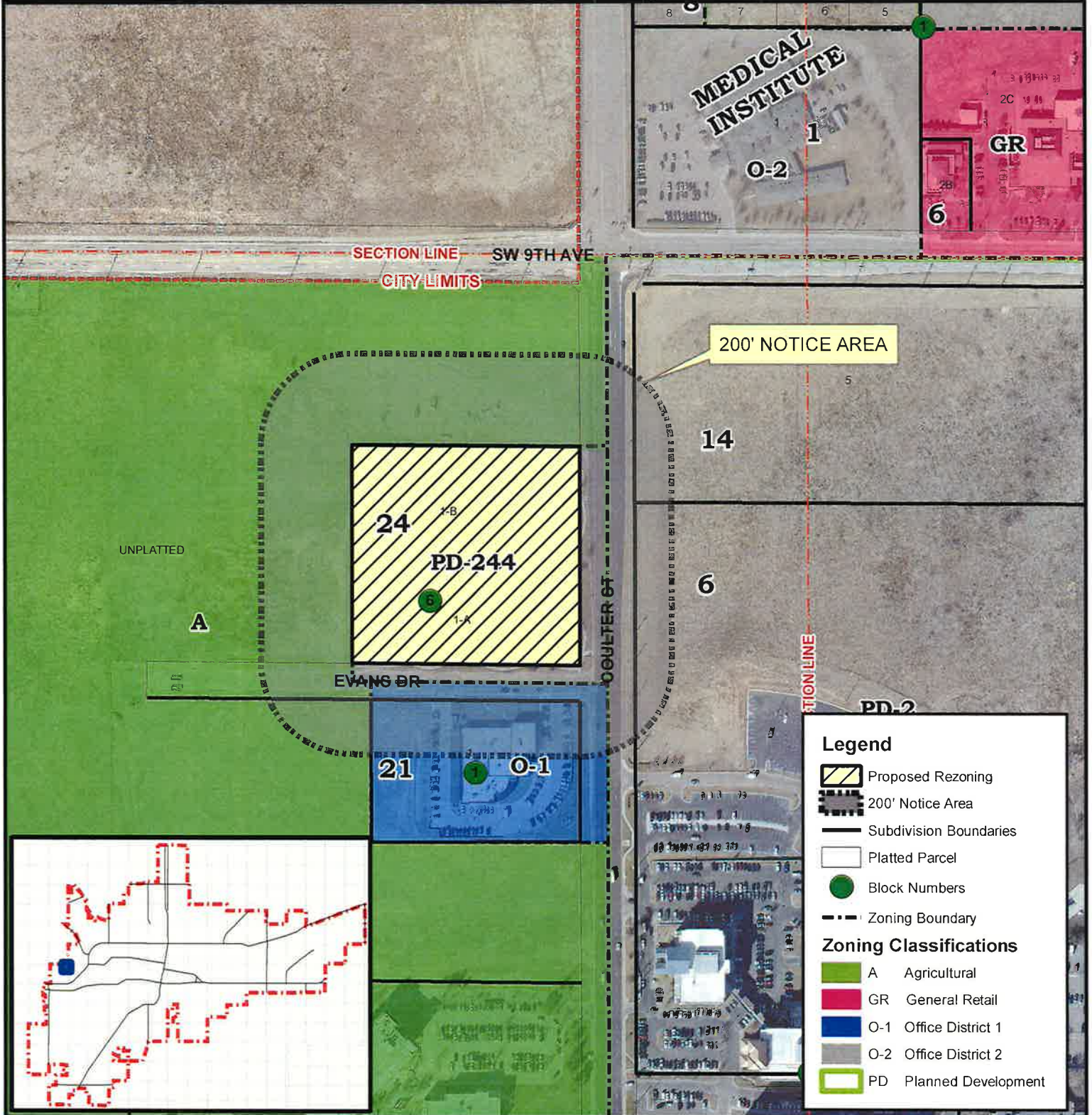
ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

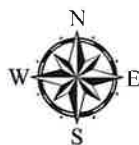
William M. McKamie, City Attorney

**CASE Z-17-29
 REZONING FROM PLANNED DEVELOPMENT DISTRICT 244 (PD-244)
 TO OFFICE DISTRICT 2 (O-2)**



**CITY OF AMARILLO
 PLANNING DEPARTMENT**

Scale: 1 inch = 300 feet
Date: 9/5/2017



Rezoning of Lots 1A & 1B, Block 6, Ridgeview Medical Center Unit No. 24, in Section 43, Block 9, BS&F Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Planned Development District 244 (PD-244) to Office District 2 (O-2).

Applicant: Charlie Berger

Vicinity: S Coulter St. & Evans Dr.

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

Amarillo City Council

Agenda Transmittal Memo



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Meeting Date	October 24, 2017	Council Priority	Infrastructure Initiative
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Department	C P & D Engineering	Contact Person	Floyd Hartman
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Agenda Caption

Award of Contract to CH2M Hill Engineers, Inc.: BID# RFQ-05-17 2017-2021 Community Investment Program Agreement for Professional Engineering Services in the amount of \$231,500.00 for improvements at the River Road Wastewater Reclamation Facility.

Agenda Item Summary

Award of Contract – Agreement for Engineering Services is for professional engineering services to include all meetings, coordination, and all items necessary to perform engineering services in connection with the River Road Wastewater Reclamation Facility, including a Digester Mixing System, Aeration Basin Diffusers, and a Secondary Boiler per the City of Amarillo requirements.

Requested Action

Consider and approval of Agreement for Engineering Services

Funding Summary

Funding for this project is provided by the FY 2017-2021 Community Investment Program with bond funding, which is available in the Project Budget Account 530013.17400.2040, 530014.17400.2040 and 530015.17400.2040

Community Engagement Summary

N/A

Staff Recommendation

CH2M Hill was selected utilizing the RFQ 05-17 for the selection of prequalified Professional Services Contracts per City of Amarillo Purchasing Procedures. City Staff is recommending approval.

OK
10/12/2017

AGREEMENT FOR ENGINEERING SERVICES

Project # 530013, 530014, 530015

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("OWNER") and CH2M HILL Engineers, Inc. ("ENGINEER").

OWNER hereby engages ENGINEER to perform civil engineering services in connection with the design of Rehabilitation Improvements at the River Road Wastewater Reclamation Facility ("Project"), including a Digester Mixing System (530013), Aeration Basin Diffusers (530014), and a Secondary Boiler (530015) Amarillo, Texas.

The Scope of Work is more particularly set forth in the letter dated October 11, 2017 from ENGINEER to OWNER attached to this Agreement and by this reference made a part of the Agreement. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between ENGINEER's letter dated October 11, 2017 and this Agreement, the terms of this Agreement will govern.

I.

ENGINEER agrees to complete the Project for a not to exceed fee of \$231,500 inclusive of expenses and based on the hourly rates set forth in ENGINEER's letter dated October 11, 2017 attached hereto.

II.

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

III.

ENGINEER will confer with representatives of OWNER to take such steps as necessary to keep the Project on schedule. OWNER'S representative for purposes of this Agreement shall be David Mullins or their designee. ENGINEER will begin work on the Project upon execution of this Agreement by OWNER and shall complete the Project in a timely manner.

IV.

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

V.

ENGINEER agrees neither it nor its employees or subcontractors or agents will, during or after the term of this Agreement, disclose proprietary or confidential information of OWNER unless required to do so by court order or similar valid legal means. Such proprietary and confidential information

received by ENGINEER or its employees and agents shall be used by ENGINEER or its employees and agents solely and exclusively in connection with the performance of the Scope of Work.

VI.

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

VII.

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

VIII.

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

IX.

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

X.

ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, EMPLOYEES, SUCCESSORS, AND ASSIGNS FROM AND AGAINST LIABILITY FOR DAMAGE TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, WILLFUL MISCONDUCT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR THE ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERSED CONTROL.

XI.

ENGINEER will provide **Liability** insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to OWNER, this Agreement may be terminated by OWNER, without penalty, on written notice to ENGINEER. In addition, ENGINEER will provide Professional Liability Insurance in the amount of \$500,000.00 per claim and in the aggregate.

XII.

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

XIII.

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

XIV.

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

XV.

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, default of a subcontractor or vendor to the party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other party, or its officers, directors, employees, agents, contractors, or elected officials, or other occurrences beyond the party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, the schedule in the ENGINEER's letter dated October 11, 2017 and the lump sum fee may be adjusted as agreed to in writing by the parties.

XVI.

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

CH2M HILL Engineers, Inc.
Attention: Jennifer Henke
12750 Merit Drive, Suite 1100
Dallas, TX 75251
Telephone: 972-663-2332
Email: Jennifer.Henke@ch2m.com

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

City of Amarillo, Texas
Attn: (name)
PO Box 1971
Amarillo, Texas 79105-1971
Telephone: (806) 378-xxxx
Email: _____@amarillo.gov

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

XVII.

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

XVIII.

ENGINEER shall provide experienced and qualified personnel to carry out the work to be performed by ENGINEER under this Agreement and shall be responsible for and in full control of the

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

XXIII.

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

XXIV.

This Agreement is entered into and is to be performed in the State of Texas. OWNER and ENGINEER agree that the law of the State of Texas shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interruption of this Agreement. All litigation arising out of this Agreement shall be brought in courts sitting in Texas with a venue in Potter County.

XXV.

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

XXVI.

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

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

ATTEST:


Frances Hibbs, City Secretary

City of Amarillo
(OWNER)

By: _____
Bob Cowell, Deputy City Manager

Date: _____

CH2M HILL Engineers, Inc
(ENGINEER)

By: 

(Jennifer L Kassa)

Date: October 11, 2017

CERTIFICATE OF INSURANCE REQUIREMENTS CITY OF AMARILLO, TEXAS

Without limiting any of the other obligations or liabilities of the contractor, the contractor shall provide insurance coverage as listed below, prior to the execution of the contract and maintain coverage, without interruption provided by an insurer of a Best Rating of B+ or better, until the work is completed and accepted by the owner. A certification of insurance will be placed on file with the Contracting Department of the City of Amarillo, prior to the execution of the contract.

TYPE OF COVERAGE	LIMITS
WORKER'S COMPENSATION - Coverage A Worker's Compensation Insurance shall include a Waiver of Subrogation in favor of the City of Amarillo	Statutory
EMPLOYERS LIABILITY - Coverage B	
Bodily Injury by Accident - each accident	\$100,000
Bodily Injury by Disease - policy limit	\$500,000
Bodily Injury by Disease - each employee	\$100,000
COMMERCIAL GENERAL LIABILITY:	
Coverage A - Each Occurrence	\$500,000
Coverage B - Personal & Advertising Injury	\$500,000
General Aggregate Other Than Products/ Completed Operations	\$500,000
Products/Completed Operations Aggregate	\$500,000

NOTE:

- 1) Coverage for explosion, collapse, and underground property hazards cannot be excluded.
- 2) Contractual liability coverage cannot be excluded.
- 3) Contractor will assume all liability for independent subcontractors.
- 4) Coverage must include the City of Amarillo as an Additional Insured for all work performed for or on behalf of the City.

AUTOMOBILE LIABILITY:

Bodily Injury Liability - Each Person	\$250,000
Bodily Injury Liability - Each Occurrence	\$500,000
Property Damage Liability - Each Occurrence	\$100,000

NOTE:

- 1) Coverage must include all owned, hired, and non-owned vehicles.
- 2) Coverage must include the City of Amarillo as an Additional Insured for all work performed for or on behalf of the City.

In the event of any material change, non-renewal, or cancellation of any policy, contractor's insurance company will give thirty (30) days actual prior written notice to the Contracting Department of the City of Amarillo for such changes or cancellation.



CH2M
12750 Merit Drive
Suite 1100
Dallas, Texas 75251
O +1 972.663.2332
F +1 972.385.0846
www.ch2m.com

David Mullins
City of Amarillo
808 S. Buchanan Street
Amarillo, TX 79101

October 11, 2017

Subject: River Road Water Reclamation Facility Digester Mixing (530013), Aeration Basins (530014), and Boiler (530015) Projects

Dear Mr. Mullins,

CH2M HILL Engineers, Inc. (CH2M) is pleased to present this scope and fee to provide the design for the project of adding a digester mixing system, rehabilitating the aeration basin diffuser system, and incorporating a secondary boiler at the River Road Water Reclamation Facility.

As outlined in the scope of work included in Exhibit A, the general tasks for the design services include preliminary design, final design, and bidding services. Fee for the services during construction are not included in this initial level of effort and are anticipated to be an amendment to this project issued later. A detailed breakdown of the fee components is shown in Exhibit B, and a summary of the planned drawings and specifications are included in Attachment A.

We look forward to continuing our successful relationship with the City of Amarillo and are excited to continue work at the River Road Water Reclamation Facility. I will continue to serve as your primary point of contact, and as a Vice President with CH2M HILL Engineers, Inc. am authorized to enter into an agreement with the City. If you have questions about our submittal, please contact me at (972) 663-2332, or via email at Jennifer.Henke@ch2m.com.

Sincerely,

CH2M HILL Engineers, Inc.

A handwritten signature in black ink, appearing to read 'Jennifer Henke Kassa'.

Jennifer Henke Kassa, PE
Project Manager/Vice President

EXHIBIT A

CITY OF AMARILLO River Road Water Reclamation Facility Digester Mixing, Boiler and Diffuser Upgrades Design Services, Bidding Services, and Services During Construction

Project Understanding

The City of Amarillo (City) is implementing upgrades and modifications to the River Road Water Reclamation Facility. These upgrades consist of three projects described as follows:

1. Project #530013: Digester Mixing System Rehabilitation

This project component will replace the digester mixing systems in the two existing digesters. The current mixing systems utilizes compressed digester gas for sludge mixing. The proposed system will use liquid sludge recirculation to mix the digester contents.

The goals for this project component are: (1) eliminate the existing gas circulation system and the safety hazards associated with the use of digester gas for mixing., (2) removing built up grit deposits in the digesters that reduce their capacities, and (3) make necessary instrumentation changes due to these improvements.

2. Project #530014: Replace Aeration Basin Diffusers

This project component will replacement approx. 17,500 diffuser membranes in the five aeration basins at the plant. The existing membranes in the basins have reached life expectancy and need replacement.

The goals for this project component are: (1) identify a filtering technology compatible with the current and any future permit for installation in all five aeration basins, (2) making identified repairs on the system, and (3) confirm compliance with state and federal regulations. This is the main treatment process that keeps the plant in compliance with state.

3. Project #530015: Secondary Boiler Installation for Sludge Digestion

This project component will provide for the installation, training and start-up of a secondary boiler, piping, and controls to maintain digester sludge heating conditions in the event the main boiler is out of service for repair or regular preventative maintenance work. Our permit with the Texas Commission on Environmental Quality requires the plant digesters in maintain a thermophilic sludge digestion process temperatures. Currently, the River Road Plant has one boiler with no backup unit.

CH2M HILL Engineers, Inc. (ENGINEER) will perform the following tasks as part of the Design Services, Bidding Services, and Services During Construction in support of each of the aforementioned projects.

Task 1 – Engineering Design and Bidding Services

Task 1.1 Project Management

ENGINEER will provide the resources necessary for project management associated throughout the different phases of each project.

- Update the existing Health & Safety Plan for onsite work activities and obtain staff endorsement.
- Supervise and manage engineering project staff for execution of work tasks.
- Provide contract administration and oversight of project subconsultants.
- Project documentation and coordination.
- Monitor project progress, including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion. Coordinate with and provide periodic updates to the City's Project Manager.
- Monitor project activities for potential changes, anticipate changes when possible, and with City approval, modify project tasks, budgets, and approach.
- Prepare and submit monthly invoices.
- Project closeout and archiving.

Task 1.2 – Project Initiation

ENGINEER will provide the City the following services during the Project Initiation Phase of each project:

- **1.2.1 Project Kickoff Meeting and Site Visit.** Conduct a Project Kickoff Meeting and Site Visit to the River Road WWTP to confirm each project approach, special needs and goals of the project, and to gain familiarity of the site. Budget assumes one four-hour meeting and a four-hour site visit for up to four ENGINEER attendees for each project.
- **1.2.2 Site Data Collection.** The Site Data collection phase includes collecting site data and as-built data from the River Road WWTP and includes the following tasks.
 - **1.2.2.1 Collecting Historical/As-Built Data.** The ENGINEER will coordinate with the City through collection of any additional As-Built Drawings and other associated data that was not collected during the Primary Clarifier or Secondary Clarifier design. This task also includes project set up for the project CAD technicians.
 - **1.2.2.2 Subconsultant Coordination.** The ENGINEER will coordinate with the surveying subconsultants. This task also includes coordination between the Site Survey Subconsultant and the CAD technicians.

- **1.2.2.3 Site Survey.** The survey will be completed by Robert Keys and Associates (RKA) .

Task 1.3 – Preliminary Design Phase

The Preliminary Design Phase will include two (2) tasks as summarized below:

- **1.3.1 Preliminary Engineering Report.** The Preliminary Engineering Report for each project includes the following:
 - Design criteria, Equipment Cut Sheets
 - Preliminary opinion of probable construction cost, and
 - Project schedule including design and construction.
 - **Deliverables:**
 - Draft and Final Preliminary Engineering Report
- **1.3.2 Preliminary Design Meeting.** A separate interactive meeting for each project will be held to discuss the Draft Preliminary Engineering Report and determine a path forward for the project. Budget assumes the Preliminary Design Meeting will be a four (4) hour conference call meeting for each project with up to four individuals attending from the ENGINEER.

Task 1.4 – Final Design Phase

- **1.4.1 Final Design Drawings & Specifications.** The Final Design Phase includes development of a documents that combine design drawings and specifications for each project into one construction document package. A preliminary drawing list was developed and up to 37 drawings are anticipated. It is assumed that there will be a total of 25 technical specification sections. The preliminary drawing list is provided as Attachment A.
 - **Deliverables:**
 - **60 Percent Design Package.** ENGINEER will prepare design development documents that define the design intent. The product of this Task will consist primarily of draft drawings that will be used in the final design. Design work will be considered approximately 60% complete at the conclusion of this Task. Deliverables include the following:
 - 60 percent drawings,
 - 60 percent Specifications,
 - 60 percent cost estimate, and
 - Updated Construction Schedule.
 - **90 Percent Design Package.** ENGINEER will prepare draft bidding documents, including drawings, specifications, general conditions, general requirements, bid form, bonds, and instructions to bidders. Design work will

be considered approximately 90% complete at the conclusion of this task. Deliverables include the following:

- 90 percent drawings,
 - 90 percent Specifications,
 - 90 percent cost estimate, and
 - Updated Construction Schedule.
- **Final Design Bid Package.** ENGINEER will incorporate City comments on the 90 percent design package and finalize contract documents for bidding. Deliverables include the following:
- Final sealed and signed drawings,
 - Final sealed and signed specifications,
 - Final cost estimate, and
 - Final Construction Schedule.
- **1.4.2 Quality Control (QC) Review.** The Final Design Phase includes QC Review at the 60 and 90 percent design phases.

Task 1 Assumptions:

- The City will have two weeks to review each of the 60 and 90 percent design packages.
- Design will be completed in calendar year 2018.
- Four (4) sets of documents will be provided to the City for each deliverable. Drawings will be 11x17 copies and one CD with PDF files will also be provided.
- Budget assumes a total of two (2) review meetings will be held to review comments from the City for each of the 60 and 90 percent design packages. Budget assumes one four-hour meeting for each of the 60 and 90 percent design packages for up to two (2) ENGINEER attendees.
- Permit costs will not be paid by the ENGINEER but will be borne by the contractor.
- Signed and sealed construction documents (Final Design Bid Package) will be submitted to TCEQ for review. The ENGINEER will coordinate with the City regarding the timing of this submittal relative to advertisement, bid opening, and bid award.
- The design will be based on federal, state, and local codes and standards in effect at the start of the project. Any changes in these codes may necessitate a change in scope.

- The design documents will be prepared for a single construction contract.
- MicroStation will be used to develop the drawings. The drawings will follow ENGINEER'S CAE/CAD standards.
- ENGINEER makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER'S opinions, analyses, projections, or estimates.
- City's standard front-end specification documents will be used.
- ENGINEER's General Requirements (Division 1) and technical specifications will be used.
- City will furnish copies of existing plant construction drawings requested by ENGINEER. These drawings will not be considered record drawings and will not be relied upon to be accurate for design purposes.
- Profile drawings for underground utilities are not required.
- The adequacy of the existing primary power supply to handle any new loads will be evaluated as part of the design. If primary power supply modifications are needed, the effort to complete the associated design will be added by a change to this agreement.
- The existing secondary or emergency electrical power supply system is adequate to handle any new loads. No additional secondary or emergency power source will be provided.
- The existing motor control center (MCC) will be adequate to handle any modifications. If new starters are required, it is assumed they will fit within the existing MCC by replacing individual buckets.
- Point-to-point wiring diagrams will not be provided.
- The City will advertise, pay associated advertisement and reproduction costs, and distribute the documents.

Task 2 – Bidding Services

The bidding services will consist of the following services:

- **2.1.1 Answer Contractor Questions.** ENGINEER will assist the City with all questions asked by Contractors and coordinate with City to issue addenda as required.
- **2.1.2 Pre-Bid Conference.** ENGINEER will attend the pre-bid conference. Budget assumes one four-hour meeting for up to two (2) ENGINEER attendees.

Task 3 –Services During Construction (future authorization)

ENGINEER will support the City during field construction by providing engineering services as described below.

- **3.1 Project Management.** ENGINEER will continue to provide the resources necessary for project management associated with this phase of the project as described previously.
- **3.2 Conformed Documents.** The ENGINEER will prepare conformed documents. Three (3) sets of contract documents and 11x17 drawings will be provided for City and Contractor use during construction. Additionally, a CD containing PDF's of contract documents will be provided.
- **3.3 Pre-Construction Meeting.** Attend a pre-construction meeting with the Contractor and City. The ENGINEER will be responsible for recording, preparing, and distributing meeting minutes. Budget assumes one six-hour meeting for up to one (1) ENGINEER attendee.
- **3.4 Submittal Review.** Review and respond to submittals and re-submittals from the Contractor and provide review responses to the Contractor. Review of submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions. The estimated effort for this task is based on up to 25 submittals with an average resubmittal rate of 1.5. If the resubmittal rate exceeds 1.5, additional compensation shall be entitled.
- **3.5 Respond to Requests for Information.** ENGINEER will review the Contractor's requests for information or clarification of the contract for construction. ENGINEER will coordinate such review with the design team and with the City as appropriate. ENGINEER will coordinate and issue responses to the requests. ENGINEER will log and track the Contractor's requests. Budget assumes up to 10 RFI's.
- **3.6 Construction Progress Meetings.** Attend monthly construction progress meetings at the River Road WWTP. The ENGINEER is responsible for providing construction logs and distributing meeting minutes. Budget assumes up to 8 four (4) hour progress meetings for one (1) ENGINEER attendee.
- **3.7 Change Order Preparation.** ENGINEER will assist the City with the review and recommendation of changes to the contract for construction. ENGINEER will receive and review the Contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. ENGINEER will assist the City with negotiations of the proposal and will provide final recommendation to the City. Budget assumes 6 minor change orders will occur. Any significant changes may require additional fee.
- **3.8 Specialty Inspections.** Three (3) specialty inspection site visits are anticipated (one for each project). ENGINEER will attend each of the site visits with the City and the contractor. Budget assumes up to one (1) ENGINEER attendee for each site inspection.

- **3.9 Substantial and Final Completion Walk Through.** Attend a one-day walk through for substantial and an additional one-day final completion walk through. ENGINEER will assist the City with inspections at substantial and final completion, in accordance with the contract for construction. The construction manager will prepare the punch list of items requiring completion or correction. ENGINEER shall make recommendations to the City regarding acceptance of the work based upon the results of the final inspection. Budget assumes up to two (2) ENGINEER attendees for each walk through.
- **3.10 Project Record Drawings.** Prepare project record drawings based on as-built notes and drawing redlines provided by the contractor following completion of construction activities. Provide four (4) half-size bond copies. One (1) CD with PDF and AutoCAD files of the drawings.

Task 3 Assumptions

- The construction period will be 7 months with 5 months of field activity, finishing in calendar year 2018. If the duration is extended for reasons out of the control of the ENGINEER, fee adjustment may be required.
- Pre-construction meeting will take place at the River Road Water Reclamation Facility.
- The City will employ, or cause the Contractor to employ, independent firms for the material testing, specialty inspection, surveying, or other services related to verifying the quality of the Contractor's work. The ENGINEER will not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection, and surveying firms. Contractors are responsible for submitting reports to the City Agencies.
- The ENGINEERS observation of the work is not an exhaustive observation or inspection of all work performed by the Contractors/Vendors. ENGINEER does not guarantee the performance of the Contractors/Vendors. ENGINEER's observations will not relieve the Contractors/Vendors from responsibility for performing the work in accordance with the contract for construction, and ENGINEER will not assume liability in any respect for the construction of the project. ENGINEER will, with the assistance of the City, obtain written plans from the Contractors/Vendors for quality control of its work and will monitor the Contractors'/Vendors' compliance with its plan.
- ENGINEER will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.
- ENGINEER is not responsible for health and safety precautions of construction workers. ENGINEER is not responsible for the Contractors'/Vendors' compliance with the health and safety requirements in the contracts for construction, or with federal, state, and local occupational safety and health laws and regulations.
- Submittals and RFIs from the contractor will be received by the ENGINEER who will log and forward to team for review. Submittal and RFI responses will be delivered digitally and distributed to the contractor.

- City is responsible for approval of Contractor Payment Applications and Change Orders.
- Contractor will be responsible for providing written verification that construction is complete and scheduling Substantial Completion Site Visit with the City and ENGINEER that will be mutually agreeable to the parties involved.
- Contractor is responsible for preparing for in advance and performing testing of electrical and mechanical systems for observation by the designer and the City. Contractor is responsible for scheduling tests that will be mutually agreeable to the parties involved.
- Contractor will be responsible for keeping accurate, detailed notes and drawing redlines documenting changes from design drawings. These notes and drawing redlines will be available for review by ENGINEER throughout the project and the City inspector will provide periodic reviews to ensure that the Contractor is appropriately documenting the as-built conditions.
- ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

Compensation

Compensation for this project will be billed as three separate projects (as described above) on a lump sum, percent complete for Task 1.0 and Engineering Design Services Task 2.0 Bidding Services. Task 3.0 Services During Construction will also be billed as a percent complete when it is authorized. The total not to exceed budget for Task 1.0 and Task 2.0 is summarized in the table below.

Exhibit B

Task Number	Project #530013: Digester Mixing System Rehabilitation	Task Total
1.0	Engineering Design Services	\$89,500
1.1	Project Management	\$8,300
1.2	Project Initiation	\$6,100
1.3	Preliminary Design Phase	\$14,900
1.4	Final Design Phase	\$60,200
1.5	Bidding Services	\$5,300
3.0	Services During Construction	Future Phase
	Total	\$94,800

Task Number	Project #530014: Replace Aeration Basin Diffusers	Task Total
1.0	Engineering Design Services	\$81,700
1.1	Project Management	\$7,300
1.2	Project Initiation	\$9,100
1.3	Preliminary Design Phase	\$8,500
1.4	Final Design Phase	\$56,800
1.5	Bidding Services	\$5,300
3.0	Services During Construction	Future Phase
	Total	87,000

Task Number	Project #530015: Secondary Boiler Installation for Sludge Digestion	Task Total
1.0	Engineering Design Services	\$44,400
1.1	Project Management	\$6,900
1.2	Project Initiation	\$4,900
1.3	Preliminary Design Phase	\$7,300
1.4	Final Design Phase	\$25,300
1.5	Bidding Services	\$5,300
3.0	Services During Construction	Future Phase
	Total	\$49,700

ATTACHMENT A Preliminary Drawing List

1	Cover, Index and Location Map
2	General Legend, Notes, Summary of work and Estimate of Quantities
3	Stormwater Pollution Prevention Plan
4	Abbreviations
5	Abbreviations and Civil Legend
6	Mechanical Legend
7	Electrical Legend 1
8	Electrical Legend 2
9	Electrical Legend 3
10	I&C Legend 1
11	I&C Legend 2
12	Digester Plan
13	Digester Sections
14	Aeration Basin Plan
15	Aeration Basin Sections
16	Digester Plan
17	Digester Sections
18	Digester Sections
19	Digester Details
20	Aeration Basin Plan
21	Aeration Basin Plan Enlarged
22	Aeration Basin Sections
23	Aeration Basin Details
24	Boiler Room Plan
25	Boiler Room Sections
26	Mechanical Details
27	Mechanical Details
28	Digester Pump Room Plan
29	Process System Interconnecting Wiring Diagrams
30	Digester One-Line Diagram
31	Panel Schedules
32	Motor Control Wiring Diagrams
33	Electrical Details
32	Electrical Details
35	Digester P&ID
36	Aeration Basin P&ID
37	I&C Details

F

Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 24, 2017	Council Priority	
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Department	Various	Contact Person	Trae Kepley – Assistant Purchasing Agent
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Agenda Caption

Award – Printing Needs (City of Amarillo)

Recommend award to Zip Print in an estimated amount of \$87,502.25
This award is to approve an annual contract for the purchase of Printing Services for the City of Amarillo Annual Contract.

Agenda Item Summary

Award of Annual Printing Needs Contract for use by the City of Amarillo.

Requested Action

Consider approval and award for the City Annual Contract for Printing Needs.

Funding Summary

Funding is budgeted in several department accounts.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of the contract.

Amarillo City Council Agenda Transmittal Memo



Meeting Date	10/24/2017	Council Priority	N/A
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Department	Laboratory Administration 52281	Contact:	David Reasoner
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Agenda Caption

Award- Preventive Maintenance Contracts for ICPMS Instruments.
Award to Perkin Elmer in the amount of \$54,423.60

Agenda Item Summary

This purchase is for two PM Contracts on two Environmental Laboratory ICPMS instruments used to provide analytical services for Water and Wastewater Permits. These annual contracts have been routine business for the Laboratory for over 15 years. The PM Contracts ensure repair and maintenance for the two instruments throughout the year.

Requested Action

Consider approval and award for the two contracts to Perkin Elmer.

Funding Summary

Funding for this purchase is budgeted annually in Laboratory Administration Account 52281.68680

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval and award of this Purchase.

Bid No. 5894 PREVENTATIVE MAINTENANCE CONTRACT FOR ICPMS INSTRUMENTS
Opened 4:00 p.m. October 11, 2017

PERKINELMER HEALTH
SCIENCES

To be awarded as one lot

Line 1 Plant maintenance, indoor this is a
preventative maintenance contract for
two ICPMS instruments, per
specifications

1 ea

Unit Price	\$54,423.600
Extended Price	54,423.60

Bid Total

54,423.60

Award by Vendor

54,423.60

H

Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 24, 2017	Council Priority	N/A
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Department	Emergency Management	Contact Person	Chip Orton
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Agenda Caption

APPROVAL – AMENDMENT NUMBER 2 TO CONTRACT NO. CP1704 BETWEEN THE CITY OF AMARILLO AND TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

This item is to approve Amendment Number Two to the contract between the City of Amarillo and the Texas Comptroller of Public Accounts as part of the Agreement-In-Principle (AIP), Task 3 Emergency Management services related to the U.S. Department of Energy Pantex Plant.

Agenda Item Summary

Amendment Number Two accepts funds for year two of a five-year contract. The amendment will accept budgeted funding in the amount of \$195,598 for the fiscal year 2018 for the City of Amarillo, which is an increase of \$11,139 from the previous year due to cost increases. The total amount accepted by City of Amarillo for the first two years of a five-year agreement will be \$380,057. Charges will be billed against the fiscal year 2018 amount for salaries, benefits, travel costs, equipment, supplies, etc.

Requested Action

Request approval of Amendment Number Two to Contract CP1704 between the City of Amarillo and Texas Comptroller of Public Accounts.

Funding Summary

The increase in funding for fiscal year 2018 will be used to cover additional personnel costs, travel expenses, and emergency equipment purchases related to the AIP, Task 3 Emergency Management program administered by the Office of Emergency Management.

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this item.

AMENDMENT NO. 2
CONTRACT NO. CP1704

BETWEEN

City of Amarillo (“Contractor”)
P.O. Box 1971
Amarillo, Texas 79105-1971

AND

Texas Comptroller of Public Accounts (“Comptroller”)
State Energy Conservation Office
111 E. 17th Street, Room 311
Austin, Texas 78774

I. Recitals

WHEREAS, Comptroller and Contractor entered into an interlocal cooperation contract, Contract No. CP1704 (“Contract”), effective October 1, 2016 through September 30, 2021, for certain services related to the Pantex Program and the Agreement in Principle between the State of Texas and the U.S. Department of Energy;

WHEREAS, on September 1, 2017, Comptroller and Contractor executed Amendment No. 1 to move funds between budget categories in fiscal year 2017 funding; and

WHEREAS, Comptroller and Contractor desire to execute this Amendment No. 2 (“Amendment”) to add fiscal year 2018 funding in the amount of \$195,598.00 and to make other amendments as provided herein;

NOW, THEREFORE, Comptroller and Contractor hereby agree to amend the Contract as follows:

II. Amendment

1. The first sentence of Article IV. Payments, is hereby deleted in its entirety and replaced with the following: “Total payments to Contractor under this Agreement shall not exceed **THREE HUNDRED EIGHTY THOUSAND FIFTY-SEVEN AND 00/100 DOLLARS (\$380,057.00).**”
2. Attachment B, Budget, is hereby deleted in its entirety and replaced with the revised Attachment B, attached hereto and incorporated herein.

III. Terms and Conditions

1. Except as expressly stated herein, all other terms of the Contract, as previously amended, remain unchanged, are in full force and effect, and are hereby ratified and affirmed by the parties.
2. In the event of a conflict between the Contract and this Amendment, this Amendment controls.

[Remainder of page intentionally left blank]

IV. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Amendment on behalf of the respective parties named below.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of October 1, 2017.

Texas Comptroller of Public Accounts

City of Amarillo

by _____
Mike Reissig
Deputy Comptroller

by _____
Jared Miller
City Manager

Date: _____

Date: _____

AMENDMENT NO. 2 TO CONTRACT NO. CP1704

**ATTACHMENT B
BUDGET**

	FY17 Budget	Add FY18 Funding	Revised TOTAL Budget
<u>PERSONNEL</u>¹			
Salaries	\$ 77,871.00	\$ 84,633.00	\$172,243.55
Benefits	\$ 35,428.00	\$ 31,208.00	\$ 61,396.45
<u>TRAVEL</u>²			
Airfare, per diem, mileage, and other direct travel expenses	\$ 5,000.00	\$ 12,000.00	\$ 17,000.00
<u>EQUIPMENT</u>³	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
<u>SUPPLIES</u>	\$ 9,500.00	\$ 20,000.00	\$ 29,500.00
<u>OTHER</u>	\$ 24,000.00	\$ 13,500.00	\$ 30,993.00
<u>INDIRECT COSTS</u>	\$ 22,660.00	\$ 24,257.00	\$ 48,924.00
<u>TOTAL BUDGET</u>	<u>\$184,459.00</u>	<u>\$195,598.00</u>	<u>\$380,057.00</u>

¹ Chip Orton shall be Project Director for this project and shall be responsible for the overall supervision and conduct of the project on behalf of Contractor.

² Out-of-state travel requires prior approval of Comptroller. All actual, reasonable travel expenses will be reimbursed at state authorized rates.

³ Equipment is defined as tangible personal property having a useful life of more than one year and an acquisition cost of five thousand dollars (\$5,000.00) or more per unit. Title to and control over all equipment over \$5,000 purchased in connection with this Contract shall remain with the Contractor as long as it is being used for the purpose for which it was intended under the terms of this Contract.

Amarillo City Council Agenda Transmittal Memo



2

Meeting Date	October 24, 2017	Council Priority	
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Department	City Secretary
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Agenda Caption

City Ordinance change – Dual Right Turn SE 7th and Buchanan Downtown

Agenda Item Summary

This is a change of City Ordinance Article XXI, Section 16-3-1004, Schedule D, Dual Right Turns. When SE7th Avenue between Buchanan and Fillmore was changed from one-way to two-way traffic operation in July, the dual right turn on SE7th at Buchanan moved to SE7th and Fillmore.

Requested Action

Requesting City Council modify existing City Ordinance to remove the dual turn designation at Buchanan & SE7th and replace it with Fillmore & SE7th.

Funding Summary

N/A

Community Engagement Summary


Public was notified of the proposed changes by posted agenda before the Traffic Advisory Board meeting on Wednesday, September 21. The Traffic Advisory Board voted 4-0 to recommend that City Council approve the change.

Staff Recommendation

The Traffic Engineering Department is in favor of the change.

City of Amarillo

inter-office memo

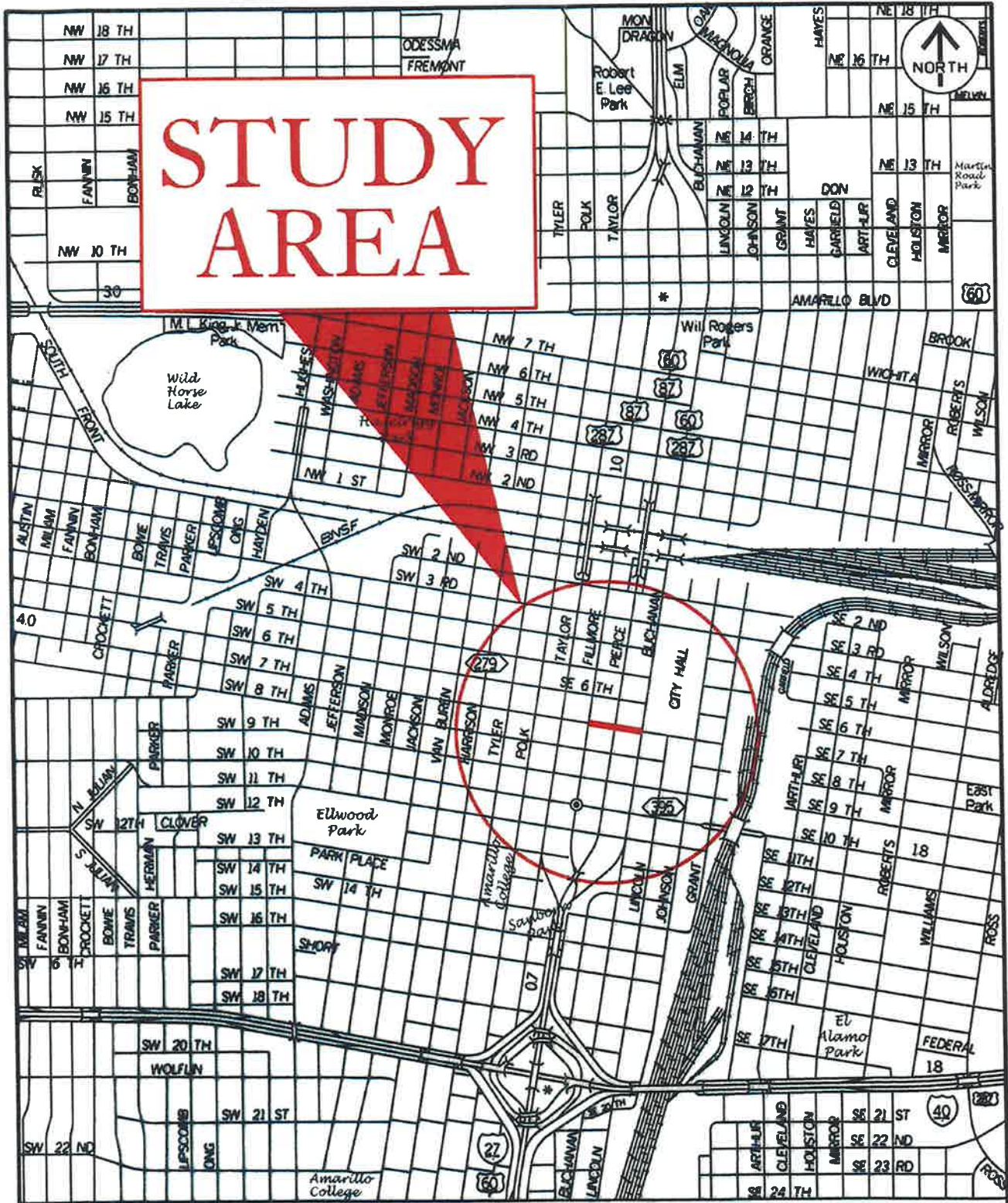
TO: Amarillo Traffic Advisory Board
FROM: David Szmagalski, Traffic Operations Technician 
DATE: August 29, 2017
SUBJECT: Dual Right Turn: SE7th Avenue

In July, the two blocks of SE7th Avenue between Fillmore and Buchanan was converted from one-way to two-way traffic movement. With the conversion, the westbound dual right turn on 7th was shifted from Buchanan to Fillmore. This shift has made it necessary to update the Municipal Code to reflect this change.

The Traffic Engineering Department recommends that the Traffic Advisory Board forward to the City Council a recommendation to modify Section 16-3-1004 Schedule D, Dual Turns of the Amarillo Municipal Code as shown below:

Schedule of Dual Right Turns

<u>From</u>	<u>Turning Right Into</u>
SE7th Ave.	S. Buchanan St. S. Fillmore St.



**STUDY
AREA**

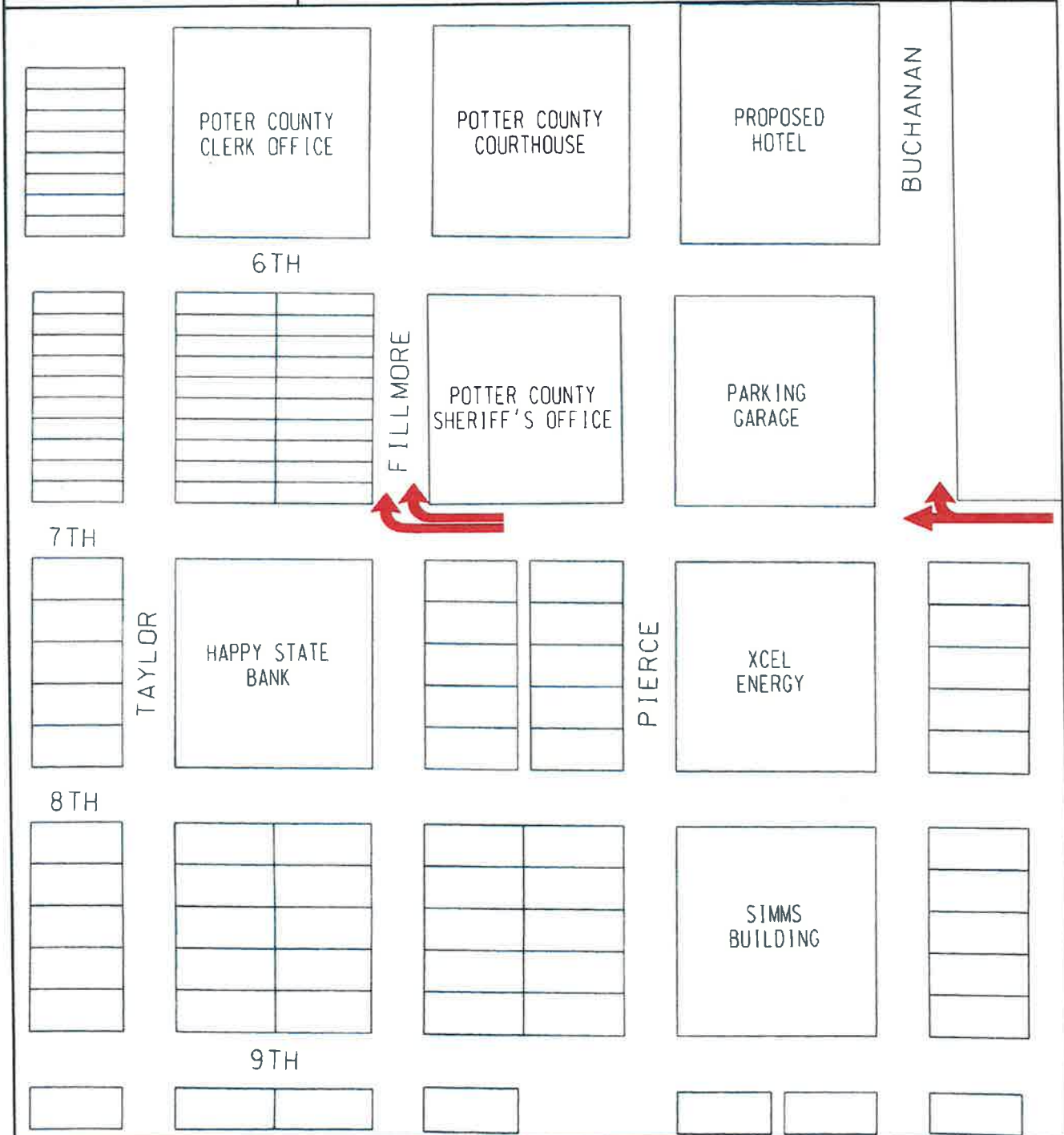
TRAFFIC ENGINEERING DEPARTMENT

DRAFTED BY: <u>A. Martinez</u>	DATE: <u>9-6-17</u>	PROJECT: <u>VICINITY MAP</u>
APPROVED BY: <u>B. MUSICK</u>	SCALE: <u>NONE</u>	<u>DUAL RIGHT TURNS ON 7TH & FILLMORE</u>



EXISTING

DUAL RIGHT TURNS ON
7TH & FILLMORE



TRAFFIC ENGINEERING DEPARTMENT

DRAFTED BY: A. MARTINEZ
APPROVED BY: B. MUSICK

DATE: 9-6-17
SCALE: NONE

PROJECT: EXISTING DUAL RIGHT TURNS
ON 7TH & FILLMORE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, CHAPTER 16-3, ARTICLE XXI, SECTION 16-3-1004 to AMEND SCHEDULE OF DUAL RIGHT TURN LANES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, the Amarillo Traffic Commission recommends allowing dual right turns at the location described below; and,

WHEREAS, the City Council has considered the recommendation of the Traffic Commission and the information provided during the two readings of this ordinance, and now concludes that the recommendation balances traffic flow with public health and safety;

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

SECTION 1. That Chapter 16-3, Article XXI, Section 16-3-1004 be and hereby is amended to read as follows:

Sec. 16-3-1004. Schedule D, dual turns.

Schedule of Dual Right Turns

From	Turning Right Into
S.E. 7 th Ave.	S. Buchanan St. <u>S. Fillmore St.</u>

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

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

SECTION 4. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on

First Reading this the _____ day of _____, 2017; and PASSED on Second and
Final Reading the _____ day of _____, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM

William M. McKamie, City Attorney

Amarillo City Council Agenda Transmittal Memo



3

Meeting Date	October 24, 2017	Council Priority	
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Department	City Secretary
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Agenda Caption

City Ordinance change – Speed Limits on Annexed Roadways

Agenda Item Summary

This is a change of City Ordinance Article XXI, Section 16-3-1002, Schedule B Maximum Speed Limit. Current City Ordinance does not recognize the annexed portions of roadway and associated speed limits.

Requested Action

Requesting City Council incorporate the annexed roadways into City Ordinance for speed limit establishment.

Funding Summary

N/A

Community Engagement Summary

Public was notified of the proposed changes by posted agenda before the Traffic Advisory Board meeting on Wednesday, September 20. The Traffic Advisory Board voted 4-0 to recommend City Council add the roadway sections to speed limit ordinance .

Staff Recommendation

Existing speed limits which were originally established by Randall County are still appropriate based upon existing traffic and roadway conditions. The Traffic Engineering Department is in favor of the change.

City of Amarillo

inter-office memo

TO: Amarillo Traffic Commission
FROM: David Szmagalski, Traffic Operations Technician
DATE: August 29, 2017
SUBJECT: Speed Limits: Annexed Roadways



Recent annexations have brought some County Roadways into the City Limit, making it necessary to recognize those sections of roadway and speed limits in the Municipal Code.

After examining existing roadway and pavement condition as well as vehicle speeds on the annexed streets, the Traffic Engineering Staff recommends that the speed limits posted by Randall County remain in place.

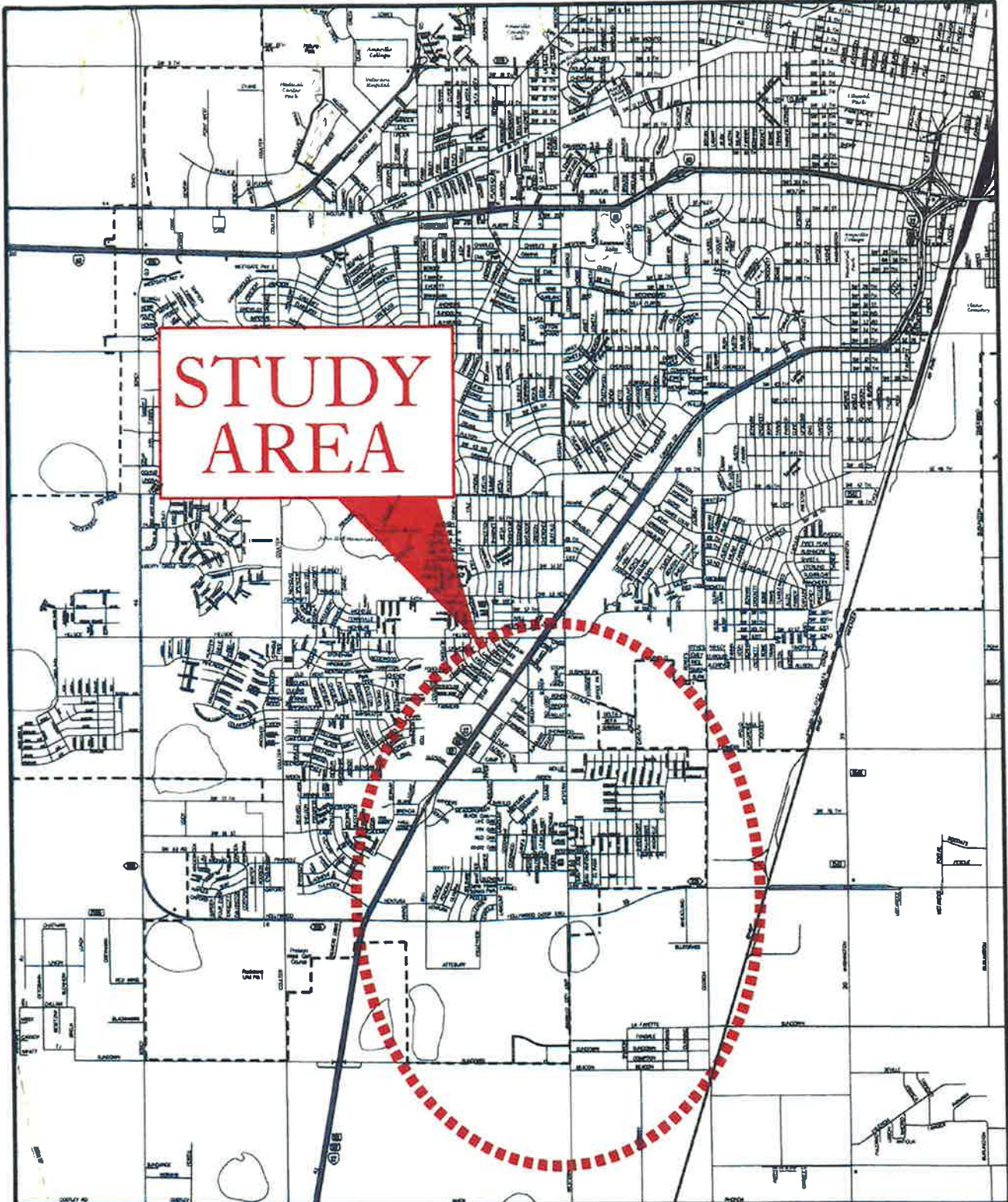
The Traffic Engineering Department recommends that the Traffic Commission pass a motion recommending that the City Council modify Section 16-3-1002 Schedule B, Maximum Speed Limit as shown.

Modify:

<u>Location</u>	<u>From</u>	<u>To</u>	<u>MPH</u>
Farmers Ln.	S. Western St.	1260 ft. east of South Western 550 ft. west of S. Georgia St.	55
S. Western St.	Hillside Rd.	South City Limit Hollywood Rd.	50

Add:

<u>Location</u>	<u>From</u>	<u>To</u>	<u>MPH</u>
S. Western St.	Hollywood Rd.	South City Limit	55
Sundown Ln.	S. Western St.	West City Limit	45



**STUDY
AREA**

TRAFFIC ENGINEERING DEPARTMENT

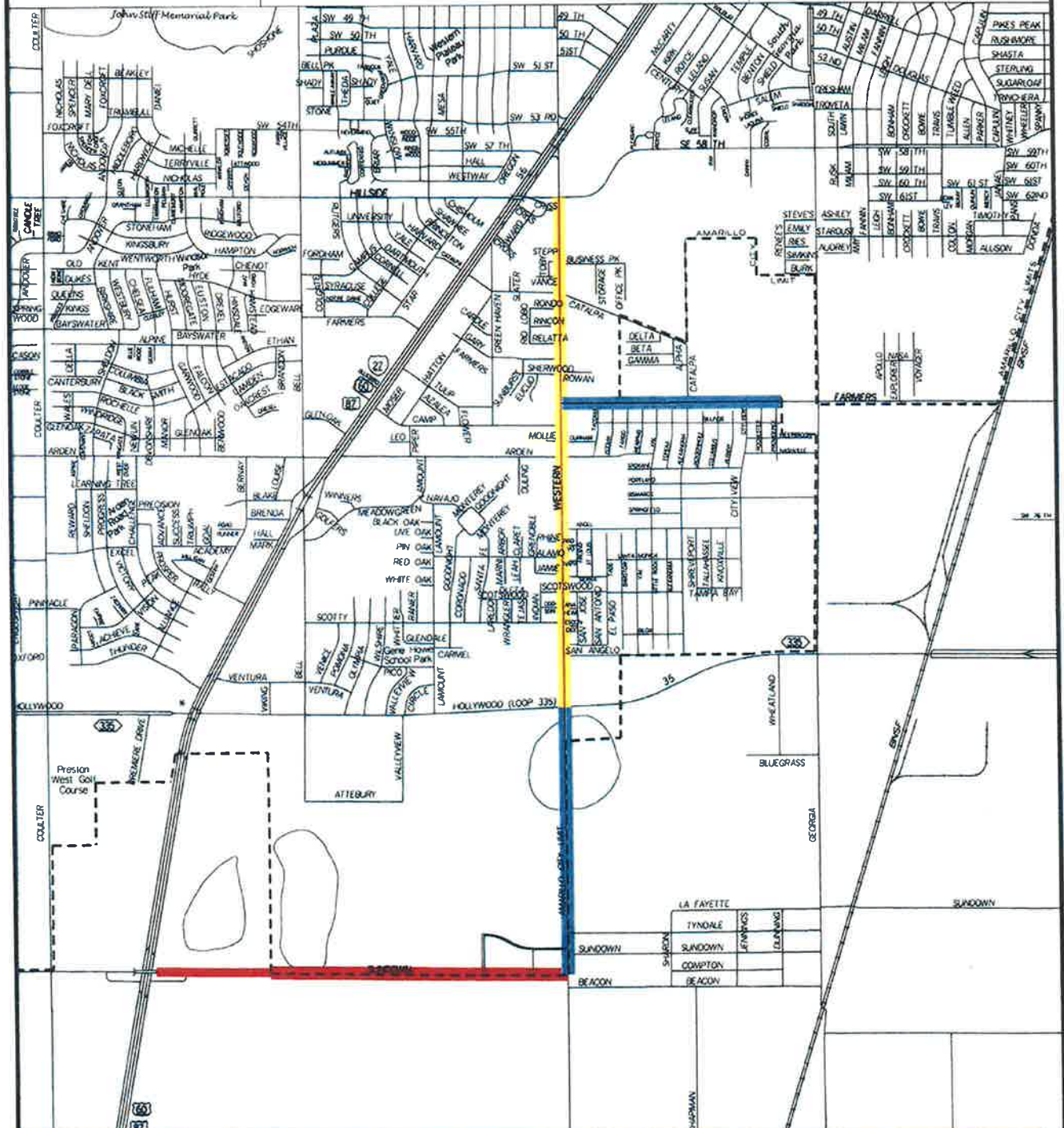
DRAFTED BY: <u>A. Martinez</u>	DATE: <u>9-6-17</u>	PROJECT: <u>VICINITY MAP</u>
APPROVED BY: <u>B. Musick</u>	SCALE: <u>NONE</u>	<u>SPEED LIMITS ON ANNEXED ROADWAYS</u>



EXISTING

LEGEND

- SPEED LIMIT 45 MPH
- SPEED LIMIT 50 MPH
- SPEED LIMIT 55 MPH



TRAFFIC ENGINEERING DEPARTMENT

DRAFTED BY: A. MARTINEZ
APPROVED BY: B. MUSICK

DATE: 9-6-17
SCALE: NONE

PROJECT: SPEED LIMIT STUDY
SPEED LIMITS ON ANNEXED ROADWAYS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS: AMENDING THE MUNICIPAL CODE OF THE CITY OF AMARILLO, CHAPTER 16-3, ARTICLE XXI, SECTION 16-3-1002, CHANGING THE MAXIMUM SPEED LIMIT ON A PORTION OF FARMERS LANE, WESTERN STEET, AND SUNDOWN LANE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

WHEREAS, The Amarillo Traffic Commission recommends changing the maximum speed limit for the road segment(s) specified herein; and,

WHEREAS, The City Council of the City of Amarillo has considered the record before the Traffic Commission and now finds that such recommendation balances the need for efficient traffic movement on the streets as well as protecting the public health and safety;

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

SECTION 1. That Chapter 16-3, Article XXI, Section 16-3-1002 (Schedule B) be and hereby is amended, in part, to read as follows:

Sec. 16-3-1002. Schedule B, maximum speed limit.

Schedule of Maximum Speed Limits

Location	From	To	MPH
<i>{NOTE TO CODIFIER: insert/delete the following text changes into the existing alphabetical list.}</i>			
		* * *	
Farmers Ln.	S. Western St.	1260 ft. east of South Western <u>550 ft. west of S. Georgia St.</u>	55
		* * *	
S. Western St.	Hillside Rd.	South City Limit <u>Hollywood Rd.</u>	50
<i>{NOTE TO CODIFIER: ADD the following text changes into the existing alphabetical list.}</i>			
<u>S. Western St.</u>	<u>Hollywood Rd.</u>	<u>South City Limit</u>	<u>55</u>
		* * *	
<u>Sundown Ln.</u>	<u>S. Western St.</u>	<u>West City Limit</u>	<u>45</u>
		* * *	

SECTION 2. Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the

City Council of the City of Amarillo, Texas in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

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

SECTION 4. Penalty. It is an offense to violate any part of this ordinance, punishable upon conviction in accordance with Section 1-1-5 of the Amarillo Municipal Code of Ordinances.

SECTION 5. Publishing and Effective Date. This ordinance shall be published and become effective according to law.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the _____ day of _____, 2017; and **PASSED** on Second and Final Reading the _____ day of _____, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM

William M. McKamie, City Attorney

Amarillo City Council Agenda Transmittal Memo



4

Meeting Date	October 24, 2017	Council Priority	
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Department	City Secretary
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Agenda Caption

Resolution - Four-Way Stop at Parker and SW43rd Avenue.

Agenda Item Summary

This is a resolution for placement of a 4-way stop at the intersection of Parker and SW43rd. For clarification, this intersection is one block north of Southlawn Park on Parker Street. Residents on Parker presented a petition for a 4-way stop for the purpose of speed control on Parker. The Traffic Advisory Board heard this request at their September 20 meeting. The Board voted 4-0 to recommend to the City Council that a 4-way stop be placed at Parker and SW43rd.

Requested Action

Requesting Council consider placement of a 4-way stop at the intersection of Parker & SW43rd.

Funding Summary

N/A

Community Engagement Summary

Petition was signed by 70 percent of residents along the affected street. All property owners within 1000 feet of the proposed 4-way stop intersection were notified (by letter) of the Traffic Advisory Board meeting. A total of 7 responses were received by Staff. Six were in favor and one was against the proposal.

Staff Recommendation

Traffic Engineering Department conducted a four-way stop warrant study for Parker and SW43rd Avenue. No warrants were met for placement of a 4-way stop.

City of Amarillo inter-office memo

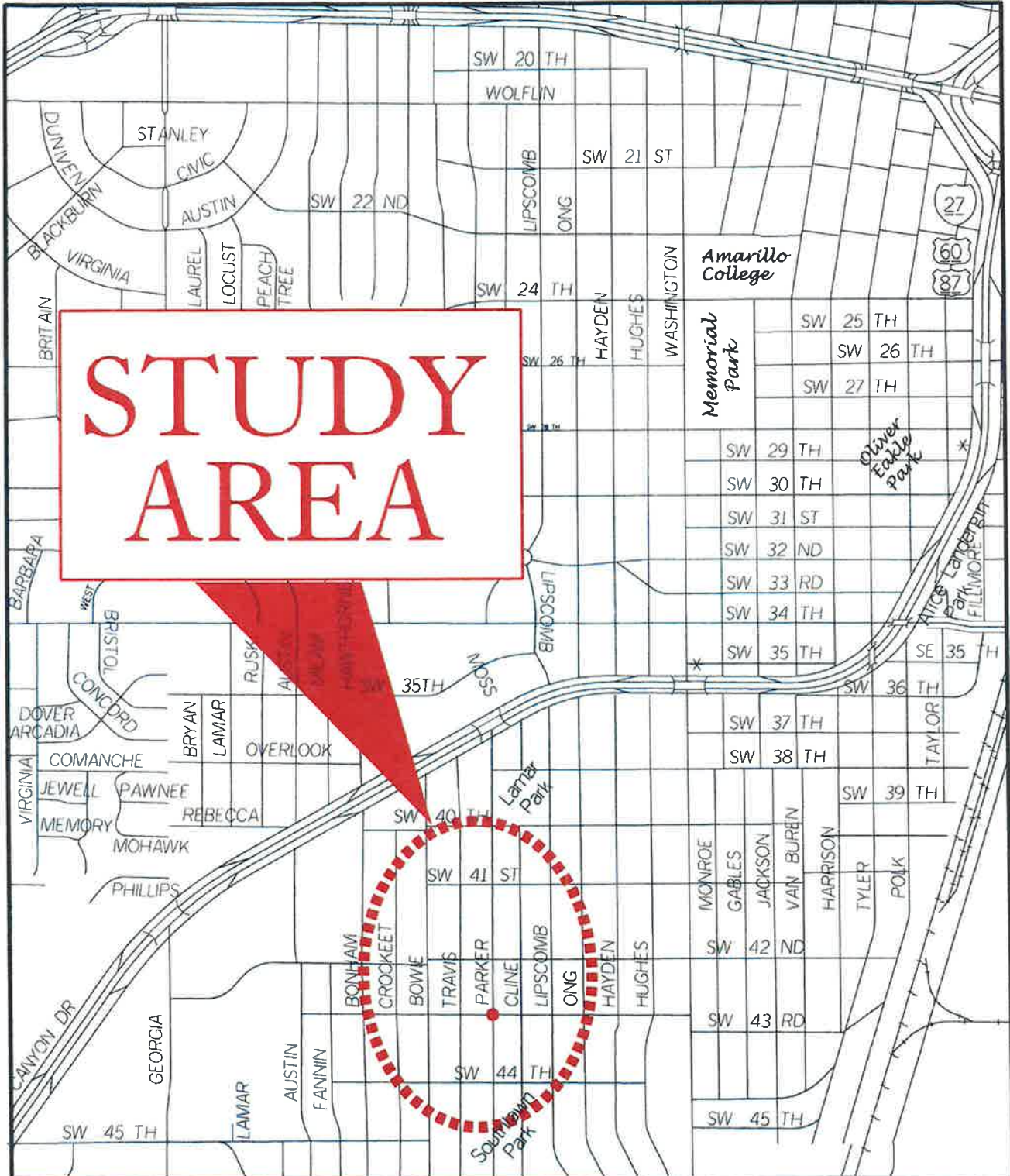
TO: Traffic Advisory Board
FROM: David Szmagalski, Traffic Operations Technician 
DATE: September 5, 2017
SUBJECT: Four-Way Stop Request: Parker & SW43rd Avenue

The Traffic Engineering Department received a request from Dwight Folkner 4308 Parker, to consider placement of a four-way stop at the intersection of Parker and SW43rd Avenue. The request was made as a way to control the speed of traffic on Parker. The existing intersection stop signs are correctly placed east-west on SW43rd, which is the lower-volume street.

Parker is a residential collector street that carries approximately 1400 vehicles per day. Southwest 43rd carries approximately 400 vehicles per day. A speed study conducted recently indicates that the 85th percentile speed of traffic on Parker is 33. This means that 85 percent of the drivers on Parker are travelling at or below 33 miles per hour. The existing speed limit is 30. In the last three years, there have been two reported crashes at the intersection, one of which might be corrected by placement of a four-way stop.

The Traffic Engineering Department conducted a study to determine if a 4-way stop is warranted. The study indicated that none of the warrants for 4-way stop control as described in the Texas Manual on Uniform Traffic Control Devices, Section 2B.07 Multi-Way Stop Applications were met. Please see the attached copy.

As a result of the study findings and in accordance with the Neighborhood Traffic Assistance Program procedures, Mr. Folkner has presented a petition signed by other property owners along Parker Street, to request a hearing before the Amarillo Traffic Advisory Board.



TRAFFIC ENGINEERING DEPARTMENT

DRAFTED BY: A. MARTINEZ

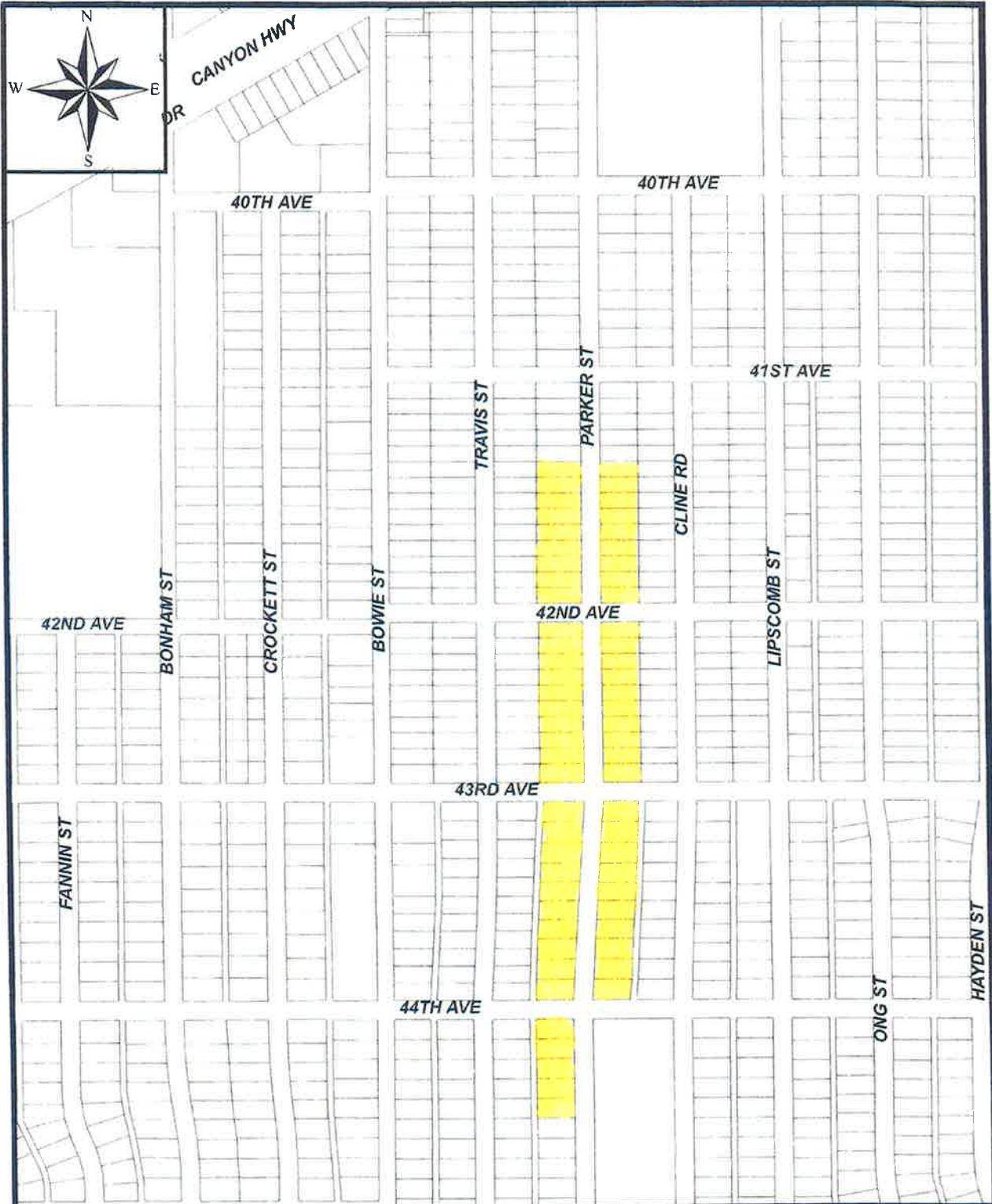
DATE: 9.2.17

PROJECT: FOURWAY STOP AT

APPROVED BY: B. MUSICK

SCALE: NONE

SW 43RD AVE AND PARKER ST

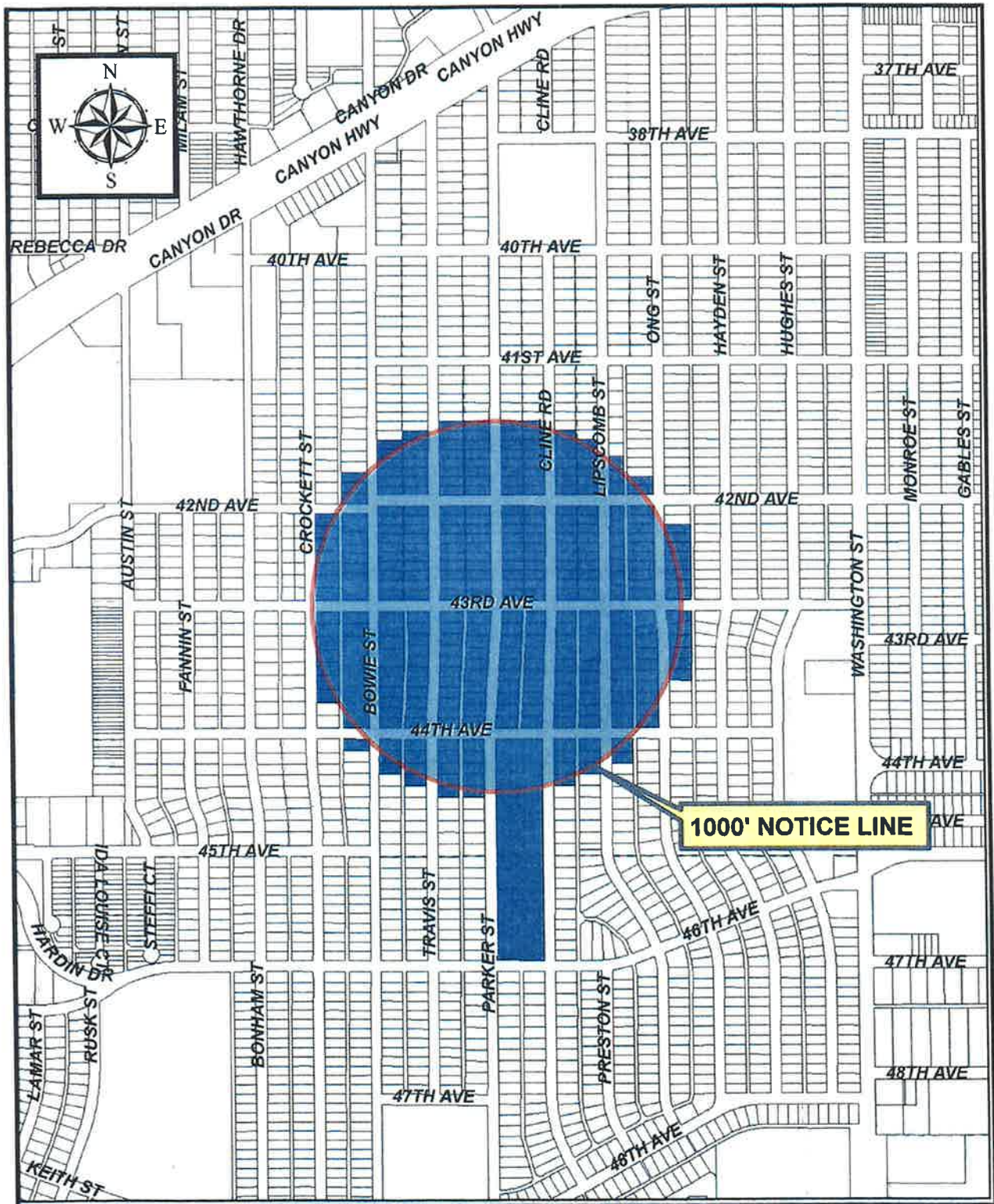


TRAFFIC ENGINEERING DEPARTMENT

DRAWN BY: A.MARTINEZ
 APPROVED BY: B.MUSICK

DATE: 9/8/17
 SCALE: NONE

PROJECT: 1000' PETITION REQUIREMENT
FROM 43RD AVE & PARKER ST



TRAFFIC ENGINEERING DEPARTMENT		
DRAWN BY: <u>A. MARTINEZ</u>	DATE: <u>9/8/17</u>	PROJECT: <u>1000' NOTIFICATION LINE</u>
APPROVED BY: <u>B. MUSICK</u>	SCALE: <u>NONE</u>	<u>FROM SW 43RD & PARKER ST</u>

Section 2B.07 Multi-Way Stop Applications**Support:**

- 01 Multi-way stop control can be useful as a safety measure at intersections if certain traffic conditions exist. Safety concerns associated with multi-way stops include pedestrians, bicyclists, and all road users expecting other road users to stop. Multi-way stop control is used where the volume of traffic on the intersecting roads is approximately equal.
- 02 The restrictions on the use of STOP signs described in Section 2B.04 also apply to multi-way stop applications.

Guidance:

- 03 *The decision to install multi-way stop control should be based on an engineering study.*
- 04 *The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*
- A. *Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*
 - B. *Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*
 - C. *Minimum volumes:*
 1. *The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*
 2. *The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*
 3. *If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*
 - D. *Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

Option:

- 05 Other criteria that may be considered in an engineering study include:
- A. The need to control left-turn conflicts;
 - B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
 - C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and
 - D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.

RESOLUTION NO. 10-24-17-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO: PROVING FOR A FOUR WAY STOP AT THE INTERSECTION OF PARKER AND S.W. 43RD AVE; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, both the City Traffic Engineer and the Traffic Advisory Board have considered a petition requesting the installation of a four (4) way stop at the intersection of Parker and S.W. 43rd Ave.; and,

WHEREAS, the Traffic Advisory Board by a vote of 4-0 recommends the installation of a four (4) way stop at the intersection of Parker and S.W. 43rd Ave.; and,

WHEREAS, the City Council finds that the installation of the four (4) way stop at the intersection of Parker and S.W. 43rd Ave. promotes the health, safety and welfare of the public and, promotes efficient and safe flow of traffic;

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

SECTION 1. That a four (4) way stop at the intersection of Parker and S.W. 43rd Ave. shall be installed.

SECTION 2. That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 24th day of October, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

67

Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 24, 2017	Council Priority	
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Department	City Manager Michelle Bonner, Assistant City Manager
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Agenda Caption

RESOLUTION – CASTING VOTES FOR THE MEMBERS OF THE BOARD OF DIRECTORS OF THE RANDALL COUNTY APPRAISAL DISTRICT

This resolution authorizes the casting of votes for the members of the Board of Directors of the Randall County Appraisal District.

Agenda Item Summary

This resolution authorizes the casting of votes for the members of the Board of Directors of the Randall County Appraisal District. The City of Amarillo votes are determined based on the City’s share of the total tax levies and are equal to 620 votes. There are five nominations on the attached resolution and there will be five members elected to the Randall County Appraisal District Board of Directors. As a member of the governing body, the City may cast all of our votes for one candidate or distribute the votes for any number of the directorships up to five.

Requested Action

Council consideration, direction of vote casting and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The City Council reviewed during the work session on September 26, 2017 the process for nominating and voting for members of the Potter Randall Appraisal District Board of Directors. On October 10, 2017 the City Council approved a resolution nominating members for both Potter County and Randall County Appraisal District Board of Directors.

Staff Recommendation

Staff recommendation is for Council to determine votes and to approve the resolution authorizing the casting of the City’s 605 votes.

RESOLUTION NO. 10-24-17-_____

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS CASTING VOTES FOR THE MEMBERS OF THE BOARD OF DIRECTORS OF RANDALL COUNTY APPRAISAL DISTRICT

WHEREAS, Section 6.03 (c) of the Texas Property Tax Code requires the selection of the Board of Directors of an Appraisal District by vote of the governing bodies of the taxing entities entitled by the Code to vote; and

WHEREAS, by previous action, nominees for the Board of Directors of the Randall County Appraisal District were timely submitted to the Chief Appraiser; and

WHEREAS, the City of Amarillo is entitled by statutory cumulative voting to cast 620 votes for the Board of Directors for the Randall County Appraisal District.

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

Section 1. That the City of Amarillo votes for the five (5) nominees on the ballot for the Randall County Appraisal District Board of Directors are hereby cast as follows:

Kerry Adair	_____
James Barrington	_____
Dennis Beene	_____
Henry Hamilton	_____
Doug Srader	_____
Total	620

PASSED AND APPROVED this 24th day of October 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 24, 2017	Council Priority	
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Department	City Manager Michelle Bonner, Assistant City Manager
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Agenda Caption

RESOLUTION – CASTING VOTES FOR THE MEMBERS OF THE BOARD OF DIRECTORS OF THE POTTER COUNTY APPRAISAL DISTRICT

This resolution authorizes the casting of votes for the members of the Board of Directors of the Potter County Appraisal District.

Agenda Item Summary

This resolution authorizes the casting of votes for the members of the Board of Directors of the Potter County Appraisal District. The City of Amarillo votes are determined based on the City’s share of the total tax levies and are equal to 605 votes. There are five nominations on the attached resolution and there will be five members elected to the Potter County Appraisal District Board of Directors. As a member of the governing body, the City may cast all of our votes for one candidate or distribute the votes for any number of the directorships up to five.

Requested Action

Council consideration, direction of vote casting and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The City Council reviewed during the work session on September 26, 2017 the process for nominating and voting for members of the Potter Randall Appraisal District Board of Directors. On October 10, 2017 the City Council approved a resolution nominating members for both Potter County and Randall County Appraisal District Board of Directors.

Staff Recommendation

Staff recommendation is for Council to determine votes and to approve the resolution authorizing the casting of the City’s 605 votes.

RESOLUTION NO. 10-24-27-_____

A RESOLUTION OF THE CITY OF AMARILLO, TEXAS CASTING VOTES FOR THE MEMBERS OF THE BOARD OF DIRECTORS OF POTTER COUNTY APPRAISAL DISTRICT

WHEREAS, Section 6.03 (c) of the Texas Property Tax Code requires the selection of the Board of Directors of an Appraisal District by vote of the governing bodies of the taxing entities entitled by the Code to vote; and

WHEREAS, by previous action, nominees for the Board of Directors of the Potter County Appraisal District were timely submitted to the Chief Appraiser; and

WHEREAS, the City of Amarillo is entitled by statutory cumulative voting to cast 605 votes for the Board of Directors for the Potter County Appraisal District.

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

Section 1. That the City of Amarillo votes for the five (5) nominees on the ballot for the Potter County Appraisal District Board of Directors are hereby cast as follows:

Leon Church	_____
Gilbert Guzman	_____
Kay Ledbetter	_____
Zachary Plummer	_____
Cindy Spanel	_____
Total	605

PASSED AND APPROVED this 24th day of October 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

Amarillo City Council Agenda Transmittal Memo



Meeting Date	October 24, 2017	Council Priority	Infrastructure Initiative
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Department	Water Utilities Department	Contact Person	Russell Grubbs – Director of Utilities
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Agenda Caption

Resolution -- Approving of the 2017 Water Conservation Plan – The 2017 Water Conservation Plan is comprehensive and will help secure the City’s future water supply.

Agenda Item Summary

Approval of Plan – The 2017 Water Conservation Plan (Per the Texas Administrative Code, Title 30, Chapter 288), a public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.)

Requested Action

Consider and approve the City of Amarillo’s 2017 Water Conservation Plan

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval.

RESOLUTION NO. _____

A RESOLUTION OF THE AMARILLO CITY COUNCIL AMENDING THE WATER CONSERVATION PROGRAM FOR THE CITY OF AMARILLO, ORIGINALLY ADOPTED IN 2002 AND LAST AMENDED IN 2007; PROVIDING AN EFFECTIVE DATE; PROVIDING A REPEALER CLAUSE: PROVIDING A SAVINGS CLAUSE.

WHEREAS, in 2002, by Resolution No. 11-21-00-2 the City of Amarillo City Council adopted a Water Conservation Program for the City, and updated it in 2007 by Resolution No. 10-02-07-1; and updated it again in 2012 by Resolution No. 10-9-12-2;

WHEREAS, water continues to be a precious and valuable resource to the City and the State of Texas;

WHEREAS, water conservation continues to be an integral part of long-term water supply management;

WHEREAS, the City of Amarillo Utilities Division has the responsibility for the management and control of the water and sewage systems of the City;

WHEREAS, said responsibility includes the acquiring of adequate water resources for the future and the protection and conservation of these water resources;

WHEREAS, it continues to be the desire of the City to ensure a safe and dependable water supply for its inhabitants;

WHEREAS, the Water Conservation Program prepared by the Utilities Division is comprehensive and will help secure the City's future water supply;

WHEREAS, implementation of additional or modified conservation practices will further assure continued reliable short- and long-term supplies of high quality, reasonably priced water;

WHEREAS, the City desires to continue meeting the requirements of the Texas Water Development Board in which a Water Conservation Program is a prerequisite to financing water development projects within the State;

WHEREAS, the adoption of a Water Conservation Program is required by the Canadian River Municipal Water Authority as a prerequisite to exporting water from its jurisdiction under the Authority's Water Production Plan;

WHEREAS, the promotion of water conservation represents an immediate and long-term benefit to the public so that it is in the public interest to adopt a Water Conservation Program and to revise it periodically; and

WHEREAS, the City is authorized and now desires to amend its Water Conservation Program as indicated in the amended plan which is attached to this resolution;

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

SECTION 1. The City of Amarillo Water Conservation Program is hereby amended and approved in accordance with the document attached to this Resolution as the general, long-term conservation policy for the City.

SECTION 2. This amended Water Conservation Program shall take effect and be in full force from the date of adopting this resolution and forward.

SECTION 3. The City Manager, Director of Utilities, and their respective designees are hereby authorized to take all reasonable and necessary actions to implement the provisions of the amended Water Conservation Program and otherwise to give effect to this Resolution.

SECTION 4. All water supply or sewage treatment agreements between the City of Amarillo and any other entity shall provide for said entities to adopt a conservation program similar to that which Amarillo has in effect at any given time.

SECTION 5. All resolutions or parts thereof that conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 6. In the event this resolution or any part hereof is found to be invalid, such invalidity shall not affect the remaining portions of the resolution and such remaining portions shall continue to be in full force and effect.

SECTION 7. This Resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Commission of the City of Amarillo, Texas, on this _____ day of August, 2017.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



2017 - WATER CONSERVATION PLAN

Prepared By:

UTILITIES DIVISION

CITY OF AMARILLO

P.O. BOX 1971

AMARILLO, TEXAS 79105-1971

TABLE OF CONTENTS

INTRODUCTION	1
GOAL DEVELOPMENT AND MEASURES OF MERIT	1
I. GOAL DEVELOPMENT	1
A. Supply Side	1
B. Demand Side	1
C. Conservation	2
II. MEASURES OF MERIT	2
CONSERVATION GOALS FOR THE 2017 PLAN	2
I. SUPPLY SIDE MEASURES	3
A. Potter County Well Field	3
B. Water Supply Contracts (Conservation Plan Provisions)	3
C. Carson County Well Field	4
D. Plumbing Code/Retrofit Program	4
E. Reclaimed Water	4
F. Metering	4
G. Leaky Water Main Replacement Program	5
H. Water Waster Reporting Program	5
I. Water Conservation Website	6
J. Landscape Ordinance Revisions	7
K. Texas Water Development Board Water Audit	7
L. Work with Utility Billing to track misplaced meters/unauthorized connections	7
M. Work with Amarillo Fire Department to track water used for hydrant testing	8
N. Pollution Prevention	8
O. Alternative Water Sources	8
P. Rainwater Harvesting Incentive Program	9
Q. Rain/Freeze Sensor Rebate Program	10
II. DEMAND SIDE MEASURES	11
A. Drought Tolerant or Xeriscape [®] Demonstration Project	11
B. Continuing Public Education, Information and Outreach Efforts	12
C. Update water conservation guide	13
D. Form Partnerships	13
E. Presentations to community organizations and agencies concerning conservation (speaking engagements, and videos)	14
F. Gallons Per Capita Per Day (GPCD)	14
G. Increase Outreach Efforts	15
III. TIMELINE SUMMARY	15

INTRODUCTION:

The 2017 Water Conservation Plan outlines specific water conservation goals for the next five years by a public water supplier, as set in the Water Conservation Program. The original plan was completed in 2002 and is reviewed and updated every five years. In 2007 the Water Conservation Plan was updated by Resolution No. 10-02-07-1 and updated in 2012 by Resolution 10-9-12.2. The Water Conservation Plan contains strategies for reducing consumption of water, improving the efficiency of the use of water, increasing the recycling and reuse of water, preventing the pollution of water and contains Best Management Practices to meet identified targets and goals. The following sections will explain how goals are developed, the specific measure of merit for each goal, and minimum requirements contained in TCEQ rule Title 30, Texas Administrative Code (TAC), Chapter 288.

GOAL DEVELOPMENT AND MEASURES OF MERIT:

I. GOAL DEVELOPMENT

Water Conservation Goals are categorized by area of control: supply side and demand driven. Supply side measures are those that are within the control of the City of Amarillo and the Sources that supply the water to the City. Demand driven measures are those controlled by the consumers. As each goal is developed, it will list what customer(s) will be targeted toward, how it will be implemented, and how it will be measured for effectiveness.

A. Supply Side. Measures include those that are under control of the City of Amarillo and the sources that supply water to the City. Factors that affect supply side measures include, but are not limited to the following:

- Capacity of the City water supply sources and characteristics of the distribution system
- Capacity of the wastewater system
- Water allocations from Canadian River Municipal Water Authority (CRMWA)
- Setting operating rates charged to consumers for usage of the water
- Resolutions, ordinances and codes controlling usage of the water
- Continuous updating of conservation programs
- Rates of source water recharge
- Alternate water sources
- Implementation of Drought Contingency Plan stages as indicated in the Drought Contingency Plan

B. Demand Side. Demand Driven measures are those driven by consumers. These include, but are not limited to:

- Various demographic information, such as personal interests, age, level of education, income and housing value
- Type and purpose of consumption (indoor vs. outdoor)
- Category of usage (residential, commercial, industrial and institutional)
- Participation in Water Conservation rebate and incentive programs
- Turf and landscape changes

See additions to Supply Side and Demand Side Measures on Page 3

C. Conservation. In addition to the above factors that affect goal development, the degree of conservation sought also aids in determining the specific goals for the next five years. There are two basic types of conservation: voluntary and mandatory.

- Voluntary - All or most water conservation measures that are noncompulsory. Many of the goals developed are of this type.
- Mandatory - The water conservation measures that are compulsory. They will be complied with whether they are passive and already in place, or mandated by local government. In addition to the mandatory conservation goals selected in this plan, the City may also implement its Drought Contingency Plan when necessary.

II. MEASURES OF MERIT

The primary device for measuring attainment of goals will be through conducting a water utility audit. Audits will be conducted annually based on the previous calendar year's water consumption. The audit will be conducted using reports from the Director of Utilities office and by completing the Utility Profile & Water Conservation Plan Requirements for Municipal Water Use by Public Water Suppliers (TCEQ-10218).

In general, water conservation goals are set so that the amount of water used per year decreases or remains the same as population increases and total demand decreases relative to total consumption. A measurement of merit will be included along with each conservation goal for the current year. Indicators of conservation goals met are:

- Reduction in usage of water as measured in gallons per capita per day (GPCD) for residential, commercial and industrial users
- Unaccounted for water as a percentage of gallons produced per year (%) for the overall water supply, distribution and treatment system
- Annual peak-to-average daily use ratio
- Quantity of wastewater treated
- Quantity of reused or recycled water; and/or
- Total usage

CONSERVATION GOALS FOR THE 2017 PLAN:

This section outlines conservation goals for the 2017 Plan. Those measures listed in the above section will be continued 'as is' in the 2017 Plan. Some of the measures will be modified slightly to reach their target audience and add a quantifiable means of tracking their progress towards conservation. Those measures are:

Supply Side Measures

- Water Supply Contracts (Conservation Plan provisions)
- Added 21 wells from the Potter County Well Field (additional wells as needed)
- Added 2 wells within the Carson County Well Field (additional wells as needed)
- Plumbing Code/Retrofit Program (requirements for conservation oriented appliances)
- Reclaimed Water (sold to SPS)
- Metering (meter repair and replacement, universal metering, state law)
- Water Waster Reporting Program
- Leaky Water Main Replacement Program

- Water Conservation Website
- Landscape Ordinance Revisions
- Texas Water Development Board Water Audit (for determining water losses)
- Work with Utility Billing to track misplaced meters/unauthorized connections
- Work with Amarillo Fire Department to track water used for hydrant testing
- Pollution Prevention (Plumbing Code, Wellhead Protection, Industrial Pretreatment Program, Backflow/Cross-connection Control Program)
- Alternative Water Sources

Demand Side Measures

- Drought Tolerant or Xeriscape[®] Demonstration Project
- Continuing Public Education, Information and Outreach Efforts
- Form partnerships with Texas Agri-Life Extension Agency, Nurseries, Texas Apartment Association, Amarillo Area Realtors, etc.
- Work with community organizations and agencies concerning conservation (speaking engagements, videos, etc.)
- Gallons Per Capita Per Day (GPCD)
- Increase Outreach Efforts

I. SUPPLY SIDE MEASURES

A. Water Supply Contracts (Conservation Plan Provisions)

1. Description of Measure:
Wholesale Water Contract Provisions - Each wholesale water contract entered into, renewed or extended must contain provisions for curtailing water supplies. Wholesale water sold includes City of Canyon, Palo Duro Canyon, Fritch Highway Water Association and Amarillo MHC. The wholesale contracts will be contractual prior to the sale of any water.
2. Costs Involved:
No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.
3. Implementation Plan:
 - Record Management (water production, consumption, sales)..... Ongoing
4. Measure of Merit:
Amount of water sold to Wholesale consumers is a good way to measure effectiveness.

B. Potter County Well Field

1. Description of Measure:
Largest infrastructure project ever constructed by the City and was funded through the Texas Water Development Board Water Infrastructure Fund. The project consisted of 21 production wells with total production of water at approximately 24 MGD, two ground storage tanks at 3 million gallons each, pump station, 21 miles of 12-inch to 54-inch of collection pipelines and 18.5 miles of 42-inch and 48-inch transmission pipelines.
2. Costs Involved:
The original construction cost was approximately \$72,000,000.
3. Implementation Plan:
 - Construction began in 2009..... Completed
 - Construction of additional wells..... Ongoing
4. Measure of Merit:
Determine by the amount of water produced and distributed to the City.

C. Carson County Well Field

1. Description of Measure:

The project consisted of 2 production wells with a total production of water at approximately 1.5 MGD, 3 miles of 12-inch collection pipelines.

2. Costs Involved:

The original construction cost was approximately \$2,000,000.

3. Implementation Plan:

- Construction began in 2014..... Completed
- Construction of additional wells..... Ongoing

4. Measure of Merit:

Determine by the amount of water produced and distributed to the City.

D. Plumbing Code/Retrofit Program (requirements for conservation oriented appliances)

1. Description of Measure:

- a. The City has adopted the International Plumbing Code which requires the use of water saving (Ultra Low Flow) features to be installed in new construction and in the replacement of plumbing in existing structures.
- b. Manufacturers of plumbing fixtures sold in Texas must comply with the Environmental Performance Standards for Plumbing Fixtures, which requires all plumbing fixtures such as showerheads, toilets, and faucets sold in Texas to conform to specific water use efficiency standards.
- c. In order to accelerate the replacements of older fixtures, Utilities can offer rebates and other incentives.

2. Costs Involved:

No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.

3. Implementation Plan:

- Rebates and incentives..... To Be Determined

4. Measure of Merit:

Increase in the amount of water saving plumbing fixtures and number of rebates given is a good way to measure effectiveness.

E. Reclaimed Water (sold to Southwester Public Services (SPS))

1. Description of Measure:

This measure includes the recycling and reuse of wastewater effluent.

2. Costs Involved:

No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.

3. Implementation Plan:

- Record Management (water production, consumption, sales, etc.)..... Ongoing

4. Measure of Merit:

Amount of water sold to SPS is a good measure of effectiveness.

F. Metering (meter repair, testing and replacement, universal metering, state law)

1. Description of Measure:

- a. This measure includes a program for universal metering for customers water usage, for meter testing and repair, and for periodic meter change out program.
- b. Meter accuracy-Water meters can be damaged and deteriorate with age, thus producing inaccurate readings. Inaccurate readings will give misleading information regarding water usage, make leak detection difficult, and result in lost revenue for the system.

2. Costs Involved:
Replacement of meters, testing and repairs.
3. Implementation Plan:
 - Record Management (water production, consumption, sales, etc.)..... Ongoing
 - Replacements, testing and calibration, etc. Ongoing
 - Water meters are scheduled for replacement when they reach a life span of 20 to 25 years
 - Water meters ranging from 5/8” to 2” that are pulled for various reasons are bench tested for accuracy before they go back out into the system
 - Water meters that fail the AWWA standards accuracy test will either be repaired or removed from service
 - Water meters of 3” and larger are tested at the request of a customer or if the meter usage has a history of declining water usage
4. Measure of Merit:
Decrease in the amount of water loss is a good measure of effectiveness. Meter repair and replacement will be documented (meter number, size, make, model, etc.)

G. Water Waster Reporting Program

1. Description of Measure:
This measure provides citizens an option for reporting water wasters by calling a direct number or sending an email to (waterwasters@amarillo.gov). The complaint will be investigated and someone from the City will make contact with the customer to resolve the issue.
 - Aimed at increasing conservation...things like broken sprinkler, etc.
2. Costs Involved:
No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees’ time and minimal administrative costs.
3. Implementation Plan:
 - Record Management (water production, consumption, sales, etc.)..... Ongoing
 - Work with customer to get problem fixed..... Ongoing
 - City of Amarillo personnel will respond to all water wasting calls to verify that the customer is wasting water, if they find that the customer is wasting water they are notified and/or left a door tag. If the calls about wasting water continues and the Customer continues wasting water, a letter is then sent for the Director of Utilities office notifying them of the issue. Customers that have plumbing leaks on the property and are not making efforts to make repairs are turned over to the Public Health Department and /or Building Safety.
4. Measure of Merit
Determine by the number of calls and email received by the City. A decrease in the amount of water loss through unaccounted uses is an indicator of this measures effectiveness.

H. Leaky Water Main Replacement Program

1. Description of Measure:
 - a. This measure includes a description of the program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system in order to control unaccounted-for uses of water.
 - Condition Assessment - Active assessment and monitoring of infrastructure condition is the most proactive way to maintain a system and increase asset life.
 - The leak detection programs encompass both simple active leakage detection ground surveys and advanced water loss control with district metered areas and pressure management. Through the use of pressure management and other tools, the program has significantly reduced the number of breaks and leaks.

- o The City’s Water Department repairs water main breaks as soon as they are identified. Due to the area being semi-desert climate and soil type water leaks typical surface within a few hours.
 - o The city has been proactive in replacing 2” water mains with 6” lines due the condition of the pipe.
 - o The City has been utilizing contractors to replace about 1-2 miles each year and in 2015 the City added staffing to focus just on main replacement.
- b. This measure includes regular on-site testing a sonic leak-detection survey, or another acceptable method for detecting leaks along water distribution mains, valves, services, and meters.
2. Costs Involved:
The cost of water leakage can be measured in terms of the City operating costs associated with water supply, treatment and delivery. Necessary repairs of larger leaks can be costly, but it also can produce substantial savings in water and expenditures over life of the water main.
3. Implementation Plan:
- Record Management (water production, consumption, sales, etc.)..... Ongoing
 - o Failure Date
 - o GPS Coordinates
 - o Unique Pipe Asset ID (e.g. from GIS)
 - o Classification of failure using standardized terminology
 - o Pipe attributes
 - Replacement of old and deteriorated mains Ongoing
 - Testing Ongoing
 - Water Loss Audit Yearly
 - Billing Analysis - A statistically valid subset of data records is analyzed and any issues, such as meter reading and usage anomalies and billing exceptions, are recorded, audited and remedies implemented. Ongoing
4. Measure of Merit
A decrease in the amount of water loss through unaccounted uses is an indicator of this measures effectiveness.

I. Water Conservation Website (<http://water.amarillo.gov>)

1. Description of Measure:
The Director of Utilities Office will work with Information Technology to update the Water Conservation web page with water conservation tips and information. The page will be divided into sections that will target all water consumers (i.e., residential, commercial, industrial and institutional). It will also include links to various water conservation websites and environmental agencies. The page would also include a copy of this plan, the Drought Contingency Plan, Consumer Confidence Report, and any other documents that would demonstrate to the public the City of Amarillo’s commitment to water conservation. The Water Conservation web page will be updated as necessary.
2. Costs Involved:
No direct costs will be incurred by this measure, other than indirect cost that will incur by the employees’ time to update the page.
3. Implementation Plan:
- Coordinate with Information Technology Ongoing
4. Measure of Merit:
A reduction in the amount of residential, commercial, industrial or institutional consumption is usually an indicator of the measures effectiveness.

J. Landscape Ordinance Revisions

1. Description of Measure:

Work with Department of Building Safety to revise the City ordinances regarding landscaping requirements. This measure would target all new commercial and industrial development in the City. One suggested change would be to add provisions and/or a requirement to use native vegetation for landscaping. This provision would lessen the need for irrigation by using plants that naturally thrive in this climate. The other suggested change would be to require any area covered with vegetation that requires irrigation to be greater than 3 ft. width. This change would prevent developers from using a 2 ft. wide or smaller stretch of curb, which is not easily irrigated, to fulfill their landscaping requirements. Often times, when irrigation systems are used on those small stretches of landscaped areas, they waste water by watering the curb and street more than they water the grass, as intended.

2. Costs Involved:

There should be no additional costs to the City by implementing this measure.

3. Implementation Plan:

- Multi Department team discussion..... Ongoing

4. Measure of Merit:

This conservation measure is difficult to quantify. A reasonable estimate for measuring its effectiveness is an overall reduction in commercial usage by 3.25%.

K. Texas Water Development Board Water Audit (for determining water losses)

1. Description of Measure:

This measure would be conducted on a yearly basis just as it has been, but with slight modifications. One modification would be the Director of Utilities Office Coordinator working with Utility Billing to track the number of misplaced meters recovered and unauthorized connections discovered on a monthly basis. The other modification would be to work with the Amarillo Fire Department to track the number of fire hydrants tested monthly, how long they were drained, etc. These measures would be targeted toward public users and those that are illegally obtaining water usage from the City.

2. Costs Involved:

There should be no additional costs to the City for implementing this measure.

3. Implementation Plan:

- Coordinate with Amarillo Fire Department..... Ongoing
- Coordinate with Utilities Billing..... Ongoing
- Begin tracking theft/fire hydrant usage..... Ongoing

4. Measure of Merit:

A decrease in the amount of water loss through unaccounted uses is an indicator of this measures effectiveness.

L. Work with Utility Billing to track misplaced meters/unauthorized connections

1. Description of Measure:

This measure coordinates with Utility Billing to locate and find misplaced meters and illegal water connections.

2. Costs Involved:

No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.

3. Implementation Plan:

- Record Management (water production, consumption, sales, etc.)..... Ongoing

4. Measure of Merit

A decrease in the amount of water loss through unauthorized uses is an indicator of this measures effectiveness.

M. Work with Amarillo Fire Department to track water used for hydrant testing

1. Description of Measure:
This measure will work with the City Fire Department to track water usage and fire hydrant testing on a regular basis.
2. Costs Involved:
No direct costs will be incurred by this measure, other than indirect cost that will incur by the employees' time.
3. Implementation Plan:
 - Record Management (water production, consumption, sales, etc.)..... Ongoing
 - Begin tracking theft/fire hydrant usage..... Ongoing
 - Coordinate with Amarillo Fire Department..... Ongoing
4. Measure of Merit
A decrease in the amount of water loss through unaccounted uses is an indicator of this measure's effectiveness.

N. Pollution Prevention (Plumbing Code, Wellhead Protection Program, Industrial Pretreatment Program, Backflow/Cross-connection Control Program)

1. Description of Measure:
 - a. To reduce the amount of household hazardous waste, which is a major source of groundwater contamination, host a "Household Hazardous Waste" disposal day. For this measure, the Director of Utilities Office Coordinator would work with the TCEQ, the City's Stormwater inspector, Wastewater Supervisor, Public Works, Potter County Local Emergency Planning Committee, and the Panhandle Regional Planning Committee (PRPC) to set up the event. This measure would target residential water consumers, and would only be available to residents of the City of Amarillo.
 - b. TCEQ defines a Wellhead Protection Program (WHPP) as a program that is designed to protect the quality of a water system's ground water source by monitoring and minimizing the impact of the activities in the source recharge area as well as the portion of the aquifer that supplies the system.
2. Costs Involved:
To offset this high cost, funds would be solicited from the TCEQ and PRPC (our regional Council of Government), who offer grants for these functions. Additional costs may be incurred for advertising.
3. Implementation Plan:
 - Reports done by the City Environmental Lab..... Ongoing
 - Coordinate with Water Treatment Plant on Wellhead Protection Program..... Ongoing
 - Cross Connection Program (Customer Service Inspection)..... Ongoing
4. Measure of Merit:
This program's effectiveness would be measured by the quantity of household hazardous wastes collected and disposed of or recycled.

O. Alternative Water Sources

1. Description of Measure:
 - a. The City of Amarillo obtains water from several sources including CRMWA and City owned well fields. The City also provides reclaimed water for industry. Each of these alternative water sources operates independently of each other.
 - b. Replacements for Carson County Well Field which would extend life of investment in the Well Field, ensures continued firm delivery rates and can be used to balance against Potter County Well Field.
 - c. Continued redevelopment of SW/Palo Duro Field which would extend life of investment in Well Field, increase delivery rates and serves against peak day demands.

2. Costs Involved:
Cost for new wells and appurtenances.
3. Implementation Plan:
 - Bid process Ongoing
 - Engineering and design Ongoing
 - Construction process and timeline Ongoing
4. Measure of Merit:
Increase in the amount of water produced from the wells is a good indicator of effectiveness.

P. Rainwater Harvesting Incentive Program

1. Description of Measure:
The City of Amarillo Water Utility Department offers a financial incentive to encourage the use of rainwater as a supplement to municipal water for irrigation use. The Financial incentive will be in the form of a one-time credit on your City of Amarillo utility bill.
 - a. Rain Barrel Harvesting:
 - Applicant must receive 100% of its potable water from the Amarillo Water Utility.
 - The rain barrel must have a capacity of at least 45 gallons.
 - Galvanized tanks are NOT eligible due to their short lifespan.
 - Residents must provide proof of purchase in the form of an invoice or sales receipt, or a receipt from the installer.
 - Residents must provide a photograph of the installed rain barrel(s) at the residence.
 - Residents must submit a completed Rain Barrel Rebate Application to the City of Amarillo no later than 120 days from purchase or installation.
 - Applications can be obtained by calling (806) 378-3075 or by visiting our website at water.amarillo.gov.
 - b. Large System Water Harvesting:
 - Applicant must receive 100% of its potable water from the Amarillo Water Utility.
 - Life expectancy of the system should be a minimum of 10 years.
 - Galvanized tanks are NOT eligible due to their short lifespan. However, metal tanks with liners may be approved on a case-by-case basis; tank specifications must be submitted.
 - Tanks that are not UV resistant must be painted or enclosed.
 - The applicant agrees to have the system inspected by City staff, photographed, and the use of the photograph in promotional materials.

Round Cistern Capacity (Gallons)			
Height	6-Foot Diameter	12-Foot Diameter	18-Foot Diameter
6	1,269	5,076	11,421
8	1,692	6,768	15,227
10	2,115	8,460	19,034
12	2,538	10,152	22,841
14	2,961	11,844	26,648
16	3,384	13,535	30,455
18	3,807	15,227	34,262
20	4,230	16,919	38,069

2. Costs Involved:

No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.

3. Implementation Plan:

- Rebates and incentives To Be Determined

4. Measure of Merit:

- Rain Barrel Harvesting
 - Residents will receive a credit of half the cost up to \$20 on the City of Amarillo Utility bill for a one barrel installation.
 - Residents will receive a credit of half the cost up to \$40 on the City of Amarillo Utility bill for a two barrel or more installation.
- Large System Water Harvesting
 - Successful applicants will receive a credit on their City of Amarillo utility bill. Credits are for a minimum of \$45 for a 300 gallon system up to a maximum of \$500 based on a combination of 15 cents per gallon of tank storage capacity plus half of the cost of specific components (pad materials up to \$100, pump, pump switch up to \$100, and first flush parts up to \$35) for a complete, operational system.

Q. Rain/Freeze Sensor Rebate Program

1. Description of Measure:

- a. The City of Amarillo Water Utility Department offers a financial incentive to encourage the of rain/freeze sensor for municipal water for irrigation use. The Financial incentive will be in the form of a one-time credit on your City of Amarillo utility bill.

QUALIFYING RAIN/FREEZE SENSOR LIST

Brand Name	Model
Hunter	Rain Click (Rain only)
Hunter	Freeze Click (Rain only)
Hunter	Rain/Freeze Click (Combination)
Hunter	Wireless Rain Click (Rain only)
Hunter	Mini-Weather Station (Combination)
Hunter	Wireless Rain/Freeze Sensor (Combination)
Hunter	Solar Eye (Combination)
Irristar Systems	RFS50 (Rain only)
Irristar Systems	RFS1000 (Rain only)
Irristar Systems	RFS1000 (Combination)
Green-Haven Products	Mini Click Rain/Freeze Sensor (Combination)
Netcon	Rain-Tip (Rain only)
Orbit	Rain Sensor (Rain only)
Orbit	Wireless Rain/Freeze Sensor (Combination)
Orbit	Wireless Rain/Freeze Sensor (Solar Powered) (Combination)
R&D Engineering	Wireless Rain/Freeze Sensor (Combination)
Toro Rain/Freeze Sensor	TRFS (Combination)
Toro Rain/Freeze Sensor	Freeze/Freeze (Rain only)
Weathermatic	Rain/Freeze Sensor (Combination)
Weather-Mate	Rain/Freeze Sensor (Combination)

*Or other devices approved by the Building Safety Department

REBATE PROGRAM INSTRUCTIONS

Customers can obtain a voucher (valid for 10 days) to reserve a rebate. Vouchers are available through the Utility Billing Dept., pick-up at 505 SE 7th Ave., or call 806-375-4247

1. Select, purchase and install the qualifying rain/freeze sensor
2. Complete rebate application form
3. Enclose copy of original invoice or sales receipt showing date of installation and cost of the device
4. Mail completed rebate application and receipt/proof to:
City of Amarillo, Attn: Rain/Freeze Rebate, P.O. Box 100, Amarillo, TX 79105-1971 or
Bring the completed application and receipt/proof to:
City of Amarillo - Utility Billing Dept., 505 SE 7th Ave., Room 412
5. Receive credit on water bill.

2. Costs Involved:

No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.

3. Implementation Plan:

- Rebates and incentives To Be Determined
 - Select, purchase and install the qualifying rain/freeze sensor.

- Complete rebate application form.
- Enclose copy of original invoice or sales receipt showing date of installation and cost of the device
- Mail completed rebate application and receipt/invoice to:

City of Amarillo,
 Attn: Rain/Freeze Rebate
 P.O. Box 100
 Amarillo, TX 79105-1971 or

Bring the completed application and receipt/invoice to:

City of Amarillo - Utility Billing Dept
 509 SE 7th Ave, Room 102
 Amarillo, TX 79105-1971

4. Measure of Merit:

A decrease in the amount of water use through unaccounted uses is an indicator of this measures effectiveness.

II. DEMAND SIDE MEASURES

A. Drought Tolerant or Xeriscape[®] Demonstration Project

1. Description of Measure:

This measure conserves water through the use of “Water Wise” plant materials in landscape settings.

Martin Road



City Hall

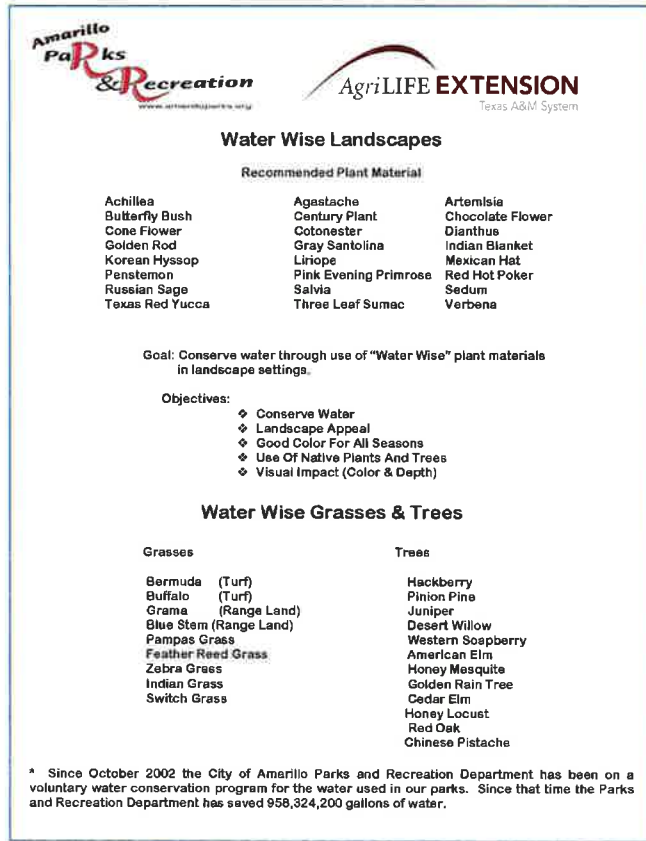


2. Costs Involved:

No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees’ time and minimal administrative costs.

3. Implementation Plan:

- Water Wise Handouts distributed by Parks Department Ongoing



4. Measure of Merit:

An increase in the amount of residential, commercial, industrial or institutional drought tolerant landscaping is usually an indicator of the measures of effectiveness.

B. Continuing Public Education, Information and Outreach Efforts

1. Description of Measure:

- Insert water conservation information and tips with water bills at least once per year. Inserts will include material developed by City staff using material obtained from the TWDB, TCEQ, ground water districts and other sources that pertain to water conservation in general, and specific to landscape irrigation conservation, and including protection of pipes from freezing.
- Recruit local media in providing coverage of water conservation issues and the importance of water conservation.
- Develop water conservation guide and other water conservation materials available to the public at utility offices or other public places.
- Develop youth outreach program and establish an advisory committee.

2. Costs Involved:

Varies and dependent upon what method.

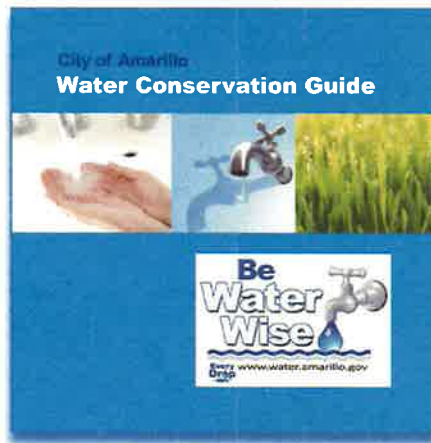
3. Implementation Plan:

- Contact stake holder regarding water conservation Ongoing
- Printing and distribution of conservation materials Ongoing
- Press releases Ongoing

- TV and radio public service announcements..... Ongoing
 - Plant tours..... Ongoing
 - Displays and presentations..... Ongoing
 - Provide conservation tips with bill once per year..... Ongoing
4. Measure of Merit:
Number of events attended, number of guides distributed will be documented.

C. Update water conservation guide

1. Description of Measure:
This measure would update the water conservation guide for appearance and information.



2. Costs Involved:
Costs would be dependent on what source was used to update the guide and the amount of guides printed.
3. Implementation Plan:
- Update guide..... Ongoing
 - Printing and distribution..... Ongoing
4. Measure of Merit:
Determine by the number of guides distributed.

D. Form partnerships with Texas Agri-Life Extension Agency, Nurseries, Texas Apartment Association, Amarillo Area Realtors, etc.

1. Description of Measure:
Increase water conservation efforts by teaming up and partnering with different agencies and associations for public awareness.
2. Costs Involved:
No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.
3. Implementation Plan:
- Contact stakeholders regarding water conservation..... Ongoing
 - Coordinate with agencies regarding events..... Ongoing
4. Measure of Merit:
Determine by the number of partnerships obtained.

E. Presentations to community organizations and agencies concerning conservation (speaking engagements, and videos)

1. Description of Measure:

The City can use a variety of methods to distribute information and educate the public on water conservation. Some outreach methods include operating booths at public events, attending workshops, printed and video materials, Amarillo 101 and coordination with civic organizations.

2. Costs Involved:

No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.

3. Implementation Plan:

- Contact stakeholders regarding water conservation..... Ongoing
- Coordinate with agencies regarding events..... Ongoing

4. Measure of Merit:

Determine by the number of events attended.

F. Gallons Per Capita Per Day (GPCD)

1. Description of Measure:

a. This measure is an expression of the average rate of residential, commercial and industrial water user demands depending on the size of the system.

b. Goals and Water Loss Target.

Amarillo Municipal Water System 5-Year and 10-Year Targets and Goals for water savings				
Description	Current Average (Historic 5 Year Avg.)	Baseline	5-Year Goal	10-Year Goal
Total GPCD	221	221	200	195
Residential (GPCD)	106	106	100	95
Water Loss Goals (GPCD)	6	6	5	5
Water Loss Goals (percentage only)	3%	3%	2.50%	2.56%

2. Costs Involved:

No direct costs will be incurred by this measure, other than indirect costs that will be incurred by employees' time and minimal administrative costs.

3. Implementation Plan:

- Track water utility's progress..... Ongoing
- Set performance targets and benchmark..... Ongoing
- Collect data by connection type..... To Be Determined
- Account for all water supplies..... Ongoing

4. Measure of Merit:

A reduction in the amount of residential, commercial, industrial or institutional consumption is usually an indicator of the measures effectiveness.

G. Increase Outreach Efforts

1. Description of Measure:

This measure consists of forming partnerships with local conservation oriented agencies, such as Master Gardeners, Texas Agri-Life Extension Service, Panhandle Groundwater Conservation District, Amarillo Apartment Association, and Amarillo Realtors Association. Specific goals would be to increase amount of speaking engagements, write 'guest' columns for the newspaper, solicit public service announcements on local radio stations and begin residential water audit program to help residential consumers reduce water usage.

2. Costs Involved:

The only costs involved in this plan involve purchasing water measuring equipment for use in residential auditing.

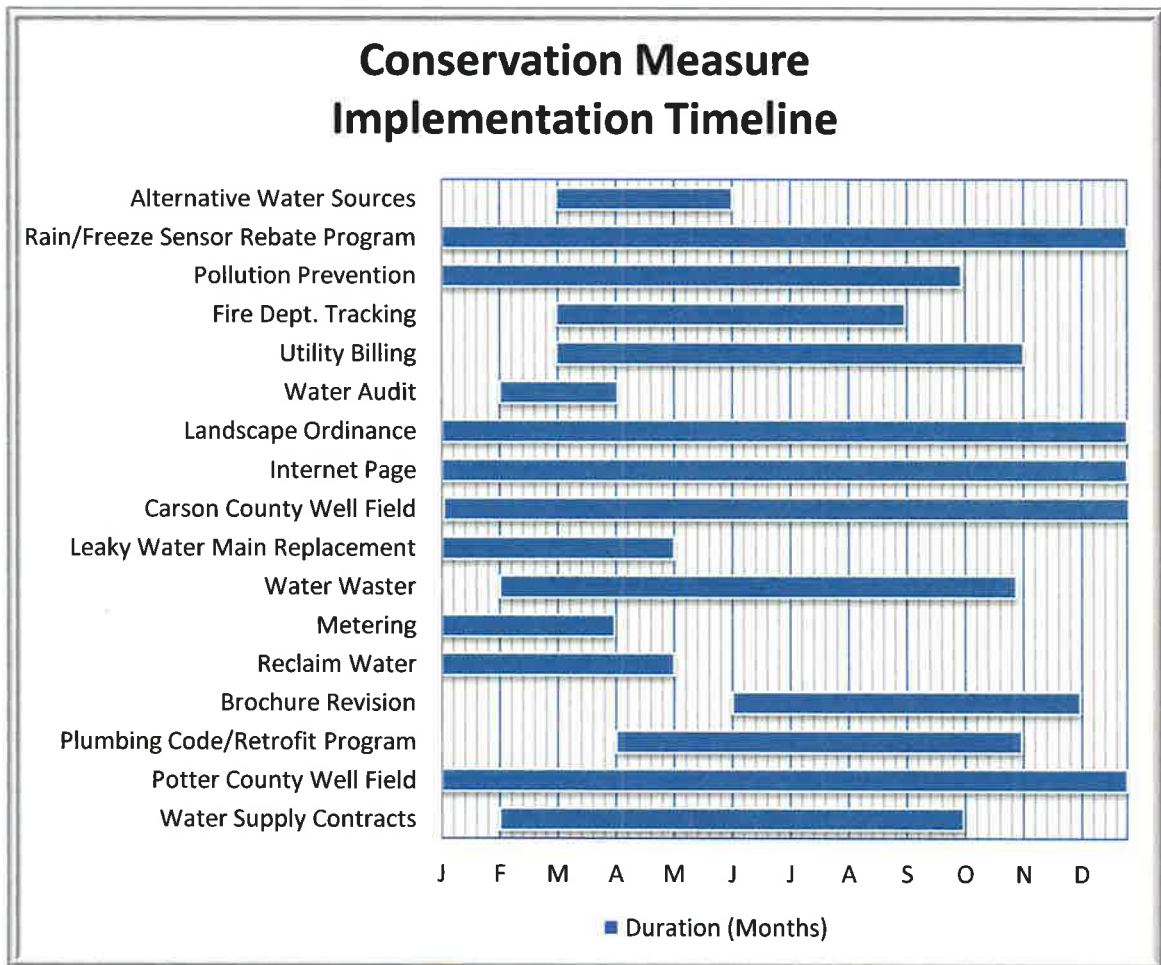
3. Implementation Plan:

- Begin group outreach Ongoing
- Order auditing equipment To Be Determined
- Advertise residential audit program To Be Determined
- Begin residential audits To Be Determined

4. Measure of Merit:

A reduction in the amount of residential, commercial, industrial or institutional consumption is usually an indicator of the measures effectiveness.

III. TIMELINE SUMMARY



Amarillo City Council Agenda Transmittal Memo



Meeting Date	10/24/2017	Council Priority	Downtown Redevelopment Community Appearance
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Department	Planning	Contact Person	AJ Fawver, Planning Director
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Agenda Caption

Approval – Center City Tax Reinvestment Zone #1 Developer Agreement for 800 S Polk, LP:

This item approves a Tax Increment Reinvestment Zone #1 Developer agreement for the reimbursement of 90% of the annual ad valorem tax increment from the participating taxing jurisdictions generated annually for ten years, with a maximum reimbursement of \$300,000, as well as the reimbursement of \$50,000 of public improvements associated with this project, for the redevelopment of the Levine’s building into a mixed-use commercial property at 800 S Polk.

Agenda Item Summary

The building consists of 44,000 square feet (8,000 for retail, 20,000 for office, 14,000 for warehouse/storage, and 2,000 as common area). This property is located southwest corner of S Polk and SW 8th Ave. The project’s construction costs include a private investment of \$5,534,614. The redevelopment/renovation of the structure clearly meets the goals of the Downtown Strategic Action plan by developing commercial square footage, attracting restaurant venues, and utilizing and preserving an existing historic structure within the TIRZ Boundary.

The Tax Reimbursement Development Agreement stipulates a 90% reimbursement of annual increment generated by project’s ad valorem tax revenue, for ten years, or until the total reimbursement equals \$300,000. It also includes a \$50,000 reimbursement for façade and design work. Attached is the term sheet and draft developer agreement, which has been reviewed and approved by the City Attorney’s office.

Requested Action

Approval as presented. This item was recommended unanimously by the TIRZ board at its March 9th meeting (regarding the \$50,000 reimbursement) and its August 27th meeting (regarding the 90% tax reimbursement) and was also presented to the Potter County Commissioners for comment on October 23rd.

Funding Summary

Funding for both incentives approved is provided by the TIRZ #1 account, and both are reimbursements. Therefore, the incentives are not applicable until completion of the project, and payments must be verified before a reimbursement is issued.

Amarillo City Council Agenda Transmittal Memo



Community Engagement Summary

The request was addressed at three public meetings (March 9th, August 27th, and October 23rd) which were posted for the public according to Open Meeting Act requirements.

Staff Recommendation

Planning and Legal Staff have reviewed the associated ordinance and agreement, and the TIRZ #1 Board of Directors recommends that the City Council approve the item as submitted.

AMARILLO CENTER CITY



Date: October 23, 2017

To: Potter County Commissioners Court

From: Scott Bentley, Chairman of Board of Directors
Tax Increment Reinvestment Zone #1, Amarillo, Texas

Subject: Request for Review of TIRZ #1: Levine Building Developer Agreement

On March 9 and August 27, 2017 the Board of Directors of Tax Increment Reinvestment Zone (TIRZ) #1 (the Board), Amarillo, Texas considered requests for TIRZ incentives associated with the Woolworth Building, a commercial redevelopment project.

The building consists of 44,000 square feet (8,000 for retail, 20,000 for office, 14,000 for warehouse/storage, and 2,000 as common area). This property is located southwest corner of S Polk and SW 8th Ave. The project's construction costs include a private investment of \$5,534,614. The redevelopment/renovation of the structure clearly meets the goals of the Downtown Strategic Action plan by developing commercial square footage, attracting restaurant venues, and utilizing and preserving an existing historic structure within the TIRZ Boundary.

TIRZ assistance (in the form of a reimbursement for project work, and a tax rebate) is requested due to the fiscal impacts created with the renovation of the existing property. TIRZ assistance is being requested to help achieve a targeted rate of return and contribute to the sustainability of the project. As stated by the applicants, this will also help defray the cost of improvements along SW 7th Ave, as well as the restoration of the historic façade elements. Such TIRZ participation is consistent with the policy goals of the TIRZ Project and Financing Plan.

The Tax Reimbursement Development Agreement stipulates a 90% reimbursement of annual increment generated by project's ad valorem tax revenue, for ten years, or until the total reimbursement equals \$300,000. It also includes a \$50,000 reimbursement for façade and design work. Attached is the term sheet and associated exhibits (letter from applicant, plans, and project cost).

The project meets all Downtown Amarillo Urban Design Standards and was approved by the Downtown Design Review Board on January 9th, 2017.

As set forth in City of Amarillo Ordinance 7076, the Board submits this project and

the proposed agreement to the Potter County Commissioner's Court for review and comment prior to its consideration by the City Council on October 24th, 2017. I request comments, if any, from the Potter County Commissioners be forwarded directly to Frances Hibbs, City Secretary for the Amarillo City Council.

Respectively submitted,

Scott Bentley, Chair
TIRZ #1 Board of Directors

**DEVELOPER AGREEMENT
TAX INCREMENT REINVESTMENT ZONE NO. 1,
CITY OF AMARILLO, TEXAS**

This DEVELOPER AGREEMENT ("Agreement") is entered into by and between the **TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF AMARILLO, TEXAS** (the "Zone"), by and through its administrative board appointed in accordance with Chapter 311 of the Texas Tax Code (the "Act") to oversee the administration of the Zone, a reinvestment zone designated by ordinance of the City of Amarillo, Texas ("City") in accordance with the Act, and 800 S Polk, LP (Developer).

The Zone and Developer hereby agree that the following statements are true and correct and constitute the basis upon which the Zone and Developer have entered into this Agreement:

WHEREAS, on December 19, 2006, the City Council approved Ordinance No. 7012 establishing Tax Increment Reinvestment Zone Number One, City of Amarillo, Texas, (the "Zone") in accordance with the Tax Increment Financing Act, as amended (V.T.C.A., Tax Code, Chapter 311) to promote development and redevelopment in the area through the use of tax increment financing;

WHEREAS, on November 13, 2007, pursuant to Ordinance No. 7076, the CITY approved Tax Increment Financing Reinvestment Zone Number One, City of Amarillo, Texas, Project and Financing Plan (the "Plan") and certain amendments to Ordinance No. 7012;

WHEREAS, pursuant to the Plan, certain tax revenues will flow into a fund to be administered by the Zone, known as the Tax Increment Fund (TIF); also, the Zone may receive other gifts, grants or other revenue to be accounted for separately from the TIF but used only for duly approved authorized purposes of the Zone;

WHEREAS, pursuant to Section 311.010 of the Act and the provisions of City Ordinance No. 7012, as amended, City has delegated to the Zone the powers necessary for the implementation of the Plan, which powers include the power to enter into agreements for the construction of both private and public improvements that accomplish or enhance one of these four goals: 1) Convention Hotel, 2) Urban Residential Development, 3) Office/Commercial/Retail Development, or 4) Ballpark/Family Entertainment Venues;

WHEREAS, the Zone and City recognize the importance of its continued role in local economic development, including incentives under Chapter 380, Texas Local Government Code;

WHEREAS, Developer owns or controls certain property located within the Zone and has requested reimbursement for constructing certain improvements pursuant to the Plan; and,

WHEREAS, Developer's proposed project was approved for TIRZ participation by the Amarillo City Council on _____;

NOW THEREFORE, in consideration of the mutual covenants and obligations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Site

Developer owns or is under contract to purchase certain real property (the "Property"), which is within the city limits of Amarillo and the boundaries of the Zone. The Property is specifically described in Exhibit A. The property is currently developed.

Section 2. Project & Financing

The project involves renovation of a 44,000 square foot building located at 800 S Polk St into 8,000 square feet for retail, 20,000 square feet for office, 14,000 square feet for warehouse/storage and 2,000 square feet for common areas (the "Private Improvements"), which are more particularly described on Exhibit B-1. The project has received a Certificate of Appropriateness from the Downtown Amarillo Urban Design Review Board.

Developer understands and agrees that the cost of the Private Improvements associated with the Project shall be funded by and through Developer's own capital or other financing means arranged and obtained by Developer. Further, the TIF payments made to Developer pursuant to this Agreement are not intended to reimburse Developer for all of its costs incurred in connection with performing its obligations under this Agreement.

Section 3. TIF Participation: partial reimbursement of tax increment and one-time contribution

Subject to all limitations and conditions precedent contained in this Agreement and the attached exhibits, Zone agrees to provide: annual reimbursement to Developer of ninety percent (90%) of the annual ad valorem tax increment from participating taxing entities that is generated by the Property's ad valorem tax revenue for a term not to exceed ten (10) years after the effective date stated herein, or until a total of \$300,000 has been reimbursed, whichever occurs first. In addition, a one-time contribution of \$50,000 towards investment in public improvements will be made to Developer upon completion of the project. The term "tax increment" means the difference in tax revenue on the Property between the year in which City approved this Agreement and January 1 of each subsequent tax year during the term of this Agreement.

Unless explicitly provided differently in an exhibit attached hereto, all grants, loans, reimbursements and any other financial payment to Developer under this Agreement shall be made in annual installments in June of each year (commencing in the first year following project completion), provided all information demonstrating current taxes have been paid on the Property and that any other prerequisites stated in this Agreement have been satisfied.

During each fiscal year for the term of this Agreement, payment of the annual installment to Developer shall have priority for reimbursement over all other Zone expenditures subject only to (i) preexisting debt service and (ii) any pre-existing annual expenditures required to be made pursuant to other Developer Agreements prior in time to this Agreement.

Zone also reserves the right, when payments come into the Tax Increment Fund, to prepay all or any portion of the total amount to be reimbursed under this Agreement at any given time. If City in its sole discretion issues Tax Increment Funds Bonds to pay for previous and future projects, Zone may fully reimburse Developer from bond proceeds received, the existing unpaid balance plus accrued interest under this Agreement, and under any other outstanding developer agreements within the Zone.

Section 4. Reimbursement Limited to TIF Fund

Developer understands and agrees that any and all payments, obligations, grants, loans, reimbursements and any other form of financial obligation imposed on the Zone by this Agreement ("Reimbursement") shall be made solely from then-currently available revenues in the TIF Fund and subject to pre-existing commitments and all other terms of this Agreement and applicable laws. In the event that there is not sufficient revenue in the TIF Fund to timely pay Developer any part of the Reimbursement, the Zone will pay Developer such portion of the Reimbursement that may be available at the time. The balance of any due but unpaid Reimbursement shall be carried forward without interest and paid by the Zone in the first year in which there is sufficient revenue in the TIF to pay such balance. Developer agrees that it will not look to other funds of the Zone, bonds or funds of the City, or any property of the Zone or City for all or any portion of the Reimbursement. Upon termination of the Zone on December 19, 2036, as provided by Ordinance No. 7012 or such other date as may be specified in a subsequent ordinance adopted in accordance with Section 311.017 of the Act, any portion of the Reimbursement that has not been paid due to the unavailability of revenue in the TIF Fund or due to Developer's failure to meet any precondition under this Agreement for receipt of the Reimbursement shall no longer be considered Project Costs of the Zone, and any obligation of the Zone to pay Developer any remaining balance of the Reimbursement shall automatically expire.

Section 5. Term

The term of this Agreement shall begin upon the effective date and end upon the earlier of: (a) the complete performance of all obligations and conditions precedent by parties to this Agreement; (b) expiration of ten years after effective date; or (c) the expiration of the term of the Zone.

Section 6. Exhibits

The parties agree that each and every exhibit that is mentioned in and attached to this Agreement is a material part of this Agreement and each such exhibit is by this reference, incorporated into this agreement for all purposes as thought set forth verbatim here.

Section 7. Force Majeure

It is expressly understood and agreed by the parties that if the performance of any obligation hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities (SPS/Xcel Electric, Southwestern Bell Telephone, Atmos Gas, Suddenlink Cable or their Contractors or other utilities or their contractors), fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such

design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

Section 8. Indemnity

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE ZONE, THE BOARD, THE CITY AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, ASSIGNS AND SUCCESSORS, HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES, INTEREST, AND ATTORNEY FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS) OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE ZONE, BOARD OR CITY OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH DEVELOPER AND ZONE, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. HOWEVER, NOTHING IN THIS SECTION WAIVES ANY IMMUNITY OR OTHER DEFENSE AVAILABLE TO THE ZONE, BOARD OR CITY UNDER TEXAS OR FEDERAL LAW.

Section 9. M/WBE Goals

In satisfaction of the Zone's obligations under Section 311.0101 of the Act, Developer shall make a good faith effort to comply with City's policy regarding participation of business enterprises eligible as small, minority, or women-owned business enterprises in subcontracting any of the construction performed on the Project. Upon Developer's request, City shall provide Developer with access to the list of companies that qualify as such a business enterprise. Developer shall: (i) maintain records showing its contracts, supply agreements, and service agreements with such Business Enterprises, as well as its efforts to identify and award contracts to such Business Enterprises; and, (ii) provide a report to the Zone annually during construction, in a manner reasonably prescribed by the Board, documenting its efforts to comply with this paragraph.

Section 10. Events of Default & Remedies

A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement, including exhibits, which is not otherwise excused under the terms of this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event that would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the non-defaulting party requires or proposes to require with respect to curing the default.

If a default shall occur and continue, after thirty (30) day's notice to cure default, the non-defaulting party may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. The Zone shall not, however, pursue remedies for as long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within the 30 days following notice.

Section 11. Venue and Governing Law

This Agreement is performable in Potter County, Texas and venue of any action arising out of this Agreement shall be exclusively in Potter County. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Amarillo, applicable federal and state laws, the violation of which shall constitute a default of this Agreement. To the extent permitted by law, the law of the state of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Amarillo, Potter County, Texas.

Section 12. Notices

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If intended for Zone, to:

Tax Increment Reinvestment Zone No. 1
c/o City of Amarillo Director of Planning
509 S.E. 7th Street, Suite 206
Amarillo TX 79101
Fax: 806/378-9388

If intended for Developer, to:

800 S Polk,
Joe Bob McCartt, Manager
620 S Taylor, Ste 300
Amarillo, TX 79101

Copy to:

Office of the City Attorney
509 S.E. 7th Street, Suite 303
Amarillo, Texas 79101
Fax: 806/378-3018

Copy to:

Same as Developer

Section 12. Severability

In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court or agency of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other remaining provisions hereof and this Agreement shall remain in full force and effect and be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Section 13. Counterparts & Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. This agreement may be executed in multiple originals. This agreement may be executed by facsimile signatures which shall be deemed originals and equally admissible as originals.

Section 14. Captions

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

Section 15. Successors and Assigns

The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, Developer shall not assign this Agreement without prior Zone approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, written approval of the Zone shall not be required for an assignment to an Affiliate of Developer. "Affiliate of Developer" as used herein, includes any parent, sister, partner, joint venturer, or subsidiary entity of Developer; any entity in which Developer is a major shareholder, owns an equity interest, or is a joint venturer or partner (whether general or limited), or to the Developer's financial institution.

Section 16. Limited Rights and Non-waiver

This agreement is intended only to establish the rights and obligations as between the Parties hereto and it creates no right, expectation, benefit or obligation for or toward any other person or entity. Nothing stated or omitted from this Agreement shall be construed as a waiver of any defense, affirmative defense, or immunity available to the Zone or the City and their respective officials, directors, members, employees, agents, assigns, successors.

Section 17. Entire Agreement

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

EXECUTED as of the dates shown below so as to be effective for all purposes as of the last date upon which all persons and parties for whom a blank is provided have signed (the "effective date").

TAX INCREMENT REINVESTMENT ZONE
NUMBER ONE, CITY OF AMARILO,
TEXAS

800 S Polk, LP

By:

Scott Bentley
Chairman of Board

Date

By:

Joe Bob McCartt
Manager

Date

CITY OF AMARILO, TEXAS

APPROVED AS TO FORM AND LEGALITY
FOR CITY & ZONE

By: _____

Jared Miller
City Manager

Date

By: _____

William M. McKamie
City Attorney

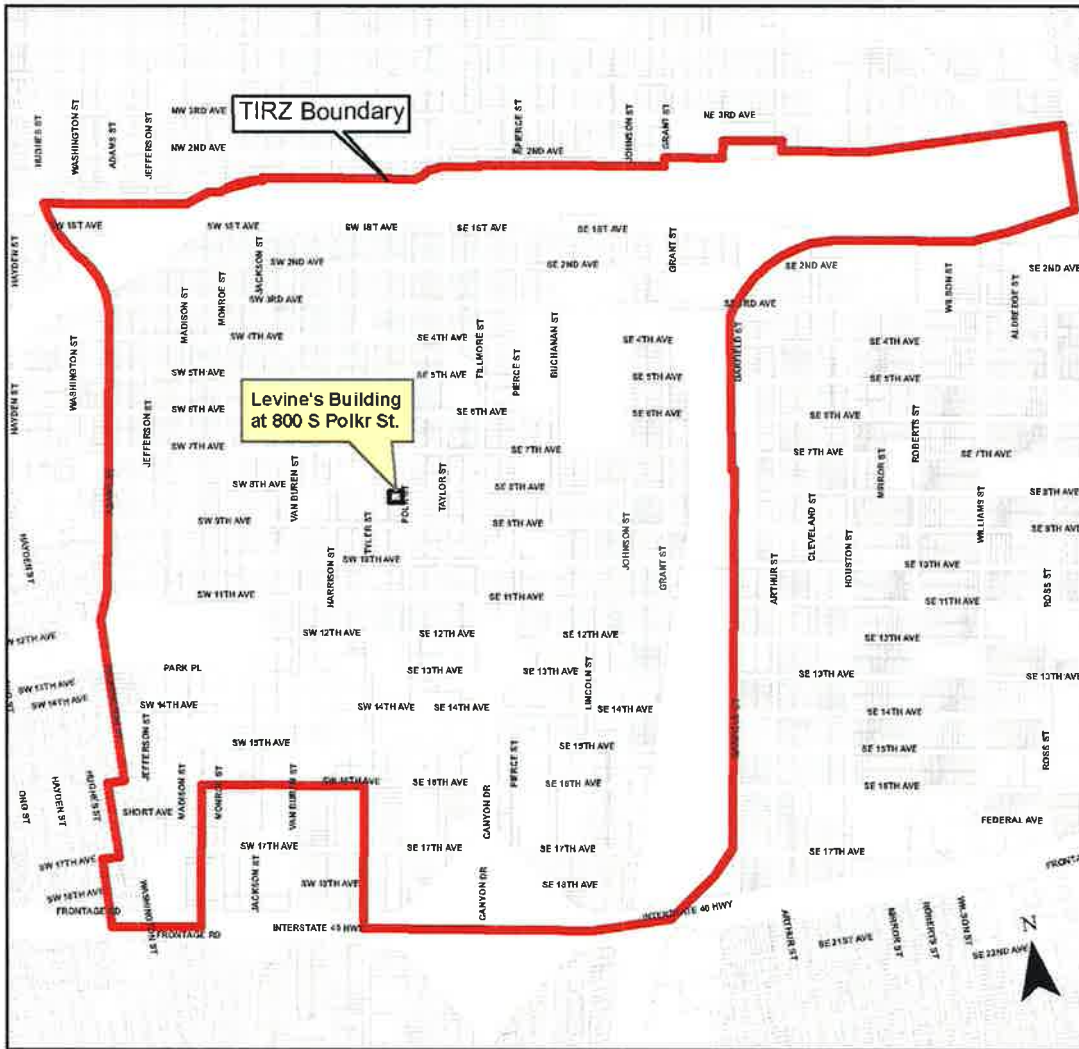
Date

Attachments that are part of this Agreement:

Exhibit A Site description & map

Exhibit B-1 Private Property Improvement

EXHIBIT A
MAP OF TIRZ BOUNDARY AND SITE LOCATION



SITE LEGAL DESCRIPTION

Levine's Building at 800 S Polk St. and legally described as:

LOTS	1 & 2
BLOCK	105
ADDITION	Plemons Addition
CITY	Amarillo, Texas
COUNTY	Potter County, Texas

EXHIBIT B-1
PRIVATE PROPERTY IMPROVEMENT

SECTION 1. IMPROVEMENTS TO BE CONSTRUCTED

Developer promises to redevelop the building, resulting in the following improvements to the Property described in Exhibit A:

Business/Land Use	44,000 square feet (8,000 square feet for retail, 20,000 square feet for office, 14,000 square feet for warehouse/storage and 2,000 square feet for common areas)
Other improvements	Façade, site, public right-of-way improvements and environmental remediation
Streetscape Improvements	Sidewalks, lighting, utilities, and landscaping

SECTION 2. FINANCIAL ANALYSIS

Analysis indicates the financial feasibility of the Project is negatively affected given market uncertainty and lack of a comparable property. The proposed gap assistance will encourage and support the Project and is consistent with the goals of the Zone and public purpose to diversify the economy, eliminate un-and under-employment in the Zone, develop or expand business, and commercial activity in the TIRZ. Making grants and loans from the TIF of the Zone will serve those ends.

In order to make Developer's planned development or redevelopment financially feasible, Developer has requested that the Zone reimburse Developer for certain actual costs incurred for financial "gap" assistance per §311.010 of the Texas Tax Code and chapter 380 of the Texas Local Government Code.

SECTION 3. DEVELOPER'S OBLIGATIONS

As conditions precedent to the Zone making any payment from the TIF to Developer, the Developer must:

- Secure not less than \$5,534,614 in private investment for the Project on the Property.
- Comply with all terms, conditions, and obligations of this Exhibit B-1 and the Agreement to which it is attached.
- Obtain a Certificate of Occupancy for the building on or before February 1, 2018.
- Anticipate the first reimbursement no earlier than December 1, 2017. There will be no reimbursement until a Certificate of Occupancy is issued, all taxes on the Property are paid to current, and all other conditions of this exhibit and the Agreement are satisfied.

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Amarillo City Council Agenda Transmittal Memo



Meeting Date	10/24/2017	Council Priority	Downtown Redevelopment Community Appearance
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Department	Planning	Contact Person	AJ Fawver, Planning Director
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Agenda Caption

Approval – Center City Tax Reinvestment Zone #1 Developer Agreement for 79101 Properties, LP:

This item approves a Tax Increment Reinvestment Zone #1 Developer agreement for the reimbursement of 90% of the annual ad valorem tax increment from the participating taxing jurisdictions generated annually for ten years, with a maximum reimbursement of \$200,000 for the redevelopment of the Woolworth building into a mixed-use commercial property at 626 S Polk.

Agenda Item Summary

The building consists of 28,341 square feet (16,745 for retail/restaurant, 10,000 for warehouse/storage, and 1,596 for common areas). This property is located at the northwest corner of S Polk and SW 7th Ave. The project’s construction costs include a private investment of \$1,980,613. The redevelopment/renovation of the structure clearly meets the goals of the Downtown Strategic Action plan by developing commercial square footage, attracting restaurant venues, and utilizing and preserving an existing historic structure within the TIRZ Boundary.

The Tax Reimbursement Development Agreement stipulates a 90% reimbursement of annual increment generated by project’s ad valorem tax revenue, for ten years, or until the total reimbursement equals \$200,000. Attached is the term sheet and draft developer agreement, which has been reviewed and approved by the City Attorney’s office.

Requested Action

Approval as presented. This item was recommended unanimously by the TIRZ board at its August 27th meeting and was also presented to the Potter County Commissioners for comment on October 23rd.

Funding Summary

Funding for this incentive is provided by the TIRZ #1 account, and is a reimbursement. Therefore, the incentive is not applicable until completion of the project, and payments must be verified before a reimbursement is issued.

Community Engagement Summary

The request was addressed at two public meetings (August 27th, and October 23rd) which were posted for the public according to Open Meeting Act requirements.

Amarillo City Council Agenda Transmittal Memo



Staff Recommendation

Planning and Legal Staff have reviewed the associated ordinance and agreement, and the TIRZ #1 Board of Directors recommends that the City Council approve the item as submitted.



Date: October 23, 2017

To: Potter County Commissioners Court

From: Scott Bentley, Chairman of Board of Directors
Tax Increment Reinvestment Zone #1, Amarillo, Texas

Subject: Request for Review of TIRZ #1: Woolworth Building Developer Agreement

On August 27, 2017 the Board of Directors of Tax Increment Reinvestment Zone (TIRZ) #1 (the Board), Amarillo, Texas considered a request for TIRZ incentives associated with the Woolworth Building, a commercial redevelopment project.

The building consists of 28,341 square feet (16,745 for retail/restaurant, 10,000 for warehouse/storage, and 1,596 for common areas). This property is located at the northwest corner of S Polk and SW 7th Ave. The project's construction costs include a private investment of \$1,980,613. The redevelopment/renovation of the structure clearly meets the goals of the Downtown Strategic Action plan by developing commercial square footage, attracting restaurant venues, and utilizing and preserving an existing historic structure within the TIRZ Boundary.

TIRZ assistance (tax rebate) is requested due to the fiscal impacts created with the renovation of the existing property. TIRZ assistance is being requested to help achieve a targeted rate of return and contribute to the sustainability of the project. As stated by the applicants, this will also help defray the cost of improvements along SW 8th & SW 9th Ave, as well as the restoration of the historic façade elements. Such TIRZ participation is consistent with the policy goals of the TIRZ Project and Financing Plan.

The Tax Reimbursement Development Agreement stipulates a 90% reimbursement of annual increment generated by project's ad valorem tax revenue, for ten years, or until the total reimbursement equals \$200,000. Attached is the term sheet and associated exhibits (letter from applicant, plans, and project cost).

The project meets all Downtown Amarillo Urban Design Standards and was approved by the Downtown Design Review Board on October 11th, 2016.

As set forth in City of Amarillo Ordinance 7076, the Board submits this project and the proposed agreement to the Potter County Commissioner's Court for review and comment prior to its consideration by the City Council on October 24th, 2017. I

request comments, if any, from the Potter County Commissioners be forwarded directly to Frances Hibbs, City Secretary for the Amarillo City Council.

Respectively submitted,

Scott Bentley, Chair
TIRZ #1 Board of Directors

**DEVELOPER AGREEMENT
TAX INCREMENT REINVESTMENT ZONE NO. 1,
CITY OF AMARILLO, TEXAS**

This DEVELOPER AGREEMENT ("Agreement") is entered into by and between the **TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF AMARILLO, TEXAS** (the "Zone"), by and through its administrative board appointed in accordance with Chapter 311 of the Texas Tax Code (the "Act") to oversee the administration of the Zone, a reinvestment zone designated by ordinance of the City of Amarillo, Texas ("City") in accordance with the Act, and 79101 Properties, LP (Developer).

The Zone and Developer hereby agree that the following statements are true and correct and constitute the basis upon which the Zone and Developer have entered into this Agreement:

WHEREAS, on December 19, 2006, the City Council approved Ordinance No. 7012 establishing Tax Increment Reinvestment Zone Number One, City of Amarillo, Texas, (the "Zone") in accordance with the Tax Increment Financing Act, as amended (V.T.C.A., Tax Code, Chapter 311) to promote development and redevelopment in the area through the use of tax increment financing;

WHEREAS, on November 13, 2007, pursuant to Ordinance No. 7076, the CITY approved Tax Increment Financing Reinvestment Zone Number One, City of Amarillo, Texas, Project and Financing Plan (the "Plan") and certain amendments to Ordinance No. 7012;

WHEREAS, pursuant to the Plan, certain tax revenues will flow into a fund to be administered by the Zone, known as the Tax Increment Fund (TIF); also, the Zone may receive other gifts, grants or other revenue to be accounted for separately from the TIF but used only for duly approved authorized purposes of the Zone;

WHEREAS, pursuant to Section 311.010 of the Act and the provisions of City Ordinance No. 7012, as amended, City has delegated to the Zone the powers necessary for the implementation of the Plan, which powers include the power to enter into agreements for the construction of both private and public improvements that accomplish or enhance one of these four goals: 1) Convention Hotel, 2) Urban Residential Development, 3) Office/Commercial/Retail Development, or 4) Ballpark/Family Entertainment Venues;

WHEREAS, the Zone and City recognize the importance of its continued role in local economic development, including incentives under Chapter 380, Texas Local Government Code;

WHEREAS, Developer owns or controls certain property located within the Zone and has requested reimbursement for constructing certain improvements pursuant to the Plan; and,

WHEREAS, Developer's proposed project was approved for TIRZ participation by the Amarillo City Council on _____;

NOW THEREFORE, in consideration of the mutual covenants and obligations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Site

Developer owns or is under contract to purchase certain real property (the "Property"), which is within the city limits of Amarillo and the boundaries of the Zone. The Property is specifically described in Exhibit A. The property is currently developed.

Section 2. Project & Financing

The project involves renovation of a 28,341 square foot building located at 626 S Polk St into 16,745 square feet for retail/restaurant, 10,000 square feet for warehouse/storage, and 1,596 square feet for common areas (the "Private Improvements"), which are more particularly described on Exhibit B-1. The project has received a Certificate of Appropriateness from the Downtown Amarillo Urban Design Review Board.

Developer understands and agrees that the cost of the Private Improvements associated with the Project shall be funded by and through Developer's own capital or other financing means arranged and obtained by Developer. Further, the TIF payments made to Developer pursuant to this Agreement are not intended to reimburse Developer for all of its costs incurred in connection with performing its obligations under this Agreement.

Section 3. TIF Participation: partial reimbursement of tax increment

Subject to all limitations and conditions precedent contained in this Agreement and the attached exhibits, Zone agrees to provide: annual reimbursement to Developer of ninety percent (90%) of the annual ad valorem tax increment from participating taxing entities that is generated

by the Property's ad valorem tax revenue for a term not to exceed ten (10) years after the effective date stated herein, or until a total of \$200,000 has been reimbursed, whichever occurs first. The term "tax increment" means the difference in tax revenue on the Property between the year in which City approved this Agreement and January 1 of each subsequent tax year during the term of this Agreement.

Unless explicitly provided differently in an exhibit attached hereto, all grants, loans, reimbursements and any other financial payment to Developer under this Agreement shall be made in annual installments in June of each year (commencing in the first year following project completion), provided all information demonstrating current taxes have been paid on the Property and that any other prerequisites stated in this Agreement have been satisfied.

During each fiscal year for the term of this Agreement, payment of the annual installment to Developer shall have priority for reimbursement over all other Zone expenditures subject only to (i) preexisting debt service and (ii) any pre-existing annual expenditures required to be made pursuant to other Developer Agreements prior in time to this Agreement.

Zone also reserves the right, when payments come into the Tax Increment Fund, to prepay all or any portion of the total amount to be reimbursed under this Agreement at any given time. If City in its sole discretion issues Tax Increment Funds Bonds to pay for previous and future projects, Zone may fully reimburse Developer from bond proceeds received, the existing unpaid balance plus accrued interest under this Agreement, and under any other outstanding developer agreements within the Zone.

Section 4. Reimbursement Limited to TIF Fund

Developer understands and agrees that any and all payments, obligations, grants, loans, reimbursements and any other form of financial obligation imposed on the Zone by this Agreement ("Reimbursement") shall be made solely from then-currently available revenues in the TIF Fund and subject to pre-existing commitments and all other terms of this Agreement and applicable laws. In the event that there is not sufficient revenue in the TIF Fund to timely pay Developer any part of the Reimbursement, the Zone will pay Developer such portion of the Reimbursement that may be available at the time. The balance of any due but unpaid Reimbursement shall be carried forward without interest and paid by the Zone in the first year in which there is sufficient revenue in the TIF to pay such balance. Developer agrees that it will not look to other funds of the Zone, bonds or funds of the City, or any property of the Zone or City for all or any portion of the Reimbursement. Upon termination of the Zone on December 19, 2036, as provided by Ordinance No. 7012 or such other date as may be specified in a subsequent ordinance adopted in accordance with Section 311.017 of the Act, any portion of the Reimbursement that has not been paid due to the unavailability of revenue in the TIF Fund or due to Developer's failure to meet any precondition under this Agreement for receipt of the Reimbursement shall no longer be considered Project Costs of the Zone, and any obligation of the Zone to pay Developer any remaining balance of the Reimbursement shall automatically expire.

Section 5. Term

The term of this Agreement shall begin upon the effective date and end upon the earlier of: (a) the complete performance of all obligations and conditions precedent by parties to this Agreement; (b) expiration of ten years after effective date; or (c) the expiration of the term of the Zone.

Section 6. Exhibits

The parties agree that each and every exhibit that is mentioned in and attached to this Agreement is a material part of this Agreement and each such exhibit is by this reference, incorporated into this agreement for all purposes as thought set forth verbatim here.

Section 7. Force Majeure

It is expressly understood and agreed by the parties that if the performance of any obligation hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities (SPS/Xcel Electric, Southwestern Bell Telephone, Atmos Gas, Suddenlink Cable or their Contractors or other utilities or their contractors), fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

Section 8. Indemnity

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE ZONE, THE BOARD, THE CITY AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, ASSIGNS AND SUCCESSIONS, HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS,

LAWSUITS, JUDGMENTS, COSTS AND EXPENSES, INTEREST, AND ATTORNEY FEES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS) OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE ZONE, BOARD OR CITY OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH DEVELOPER AND ZONE, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. HOWEVER, NOTHING IN THIS SECTION WAIVES ANY IMMUNITY OR OTHER DEFENSE AVAILABLE TO THE ZONE, BOARD OR CITY UNDER TEXAS OR FEDERAL LAW.

Section 9. M/WBE Goals

In satisfaction of the Zone's obligations under Section 311.0101 of the Act, Developer shall make a good faith effort to comply with City's policy regarding participation of business enterprises eligible as small, minority, or women-owned business enterprises in subcontracting any of the construction performed on the Project. Upon Developer's request, City shall provide Developer with access to the list of companies that qualify as such a business enterprise. Developer shall: (i) maintain records showing its contracts, supply agreements, and service agreements with such Business Enterprises, as well as its efforts to identify and award contracts to such Business Enterprises; and, (ii) provide a report to the Zone annually during construction, in a manner reasonably prescribed by the Board, documenting its efforts to comply with this paragraph.

Section 10. Events of Default & Remedies

A default shall exist if either party fails to perform or observe any material covenant contained in this Agreement, including exhibits, which is not otherwise excused under the terms of this Agreement. The non-defaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event that would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the non-defaulting party requires or proposes to require with respect to curing the default.

If a default shall occur and continue, after thirty (30) day's notice to cure default, the non-defaulting party may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. The Zone shall not, however, pursue remedies for as long as Developer proceeds in good faith and with due diligence to remedy and correct the default, provided that Developer has commenced to cure such default within the 30 days following notice.

Section 11. Venue and Governing Law

This Agreement is performable in Potter County, Texas and venue of any action arising out of this Agreement shall be exclusively in Potter County. This Agreement shall be governed and construed in accordance with the Charter, ordinances, and resolutions of the City of Amarillo, applicable federal and state laws, the violation of which shall constitute a default of this Agreement. To the extent permitted by law, the law of the state of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Amarillo, Potter County, Texas.

Section 12. Notices

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If intended for Zone, to:

Tax Increment Reinvestment Zone No. 1
c/o City of Amarillo Director of Planning
509 S.E. 7th Street, Suite 206
Amarillo TX 79101
Fax: 806/378-9388

If intended for Developer, to:

79101 Properties, LP
Joe Bob McCartt, Manager
620 S Taylor, Ste 300
Amarillo, TX 79101

Copy to:
Office of the City Attorney
509 S.E. 7th Street, Suite 303
Amarillo, Texas 79101
Fax: 806/378-3018

Copy to:
Same as Developer

Section 12. Severability

In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court or agency of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other remaining provisions hereof and this Agreement shall remain in full force and effect and be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Section 13. Counterparts & Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. This agreement may be executed in multiple originals. This agreement may be executed by facsimile signatures which shall be deemed originals and equally admissible as originals.

Section 14. Captions

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

Section 15. Successors and Assigns

The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, Developer shall not assign this Agreement without prior Zone approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, written approval of the Zone shall not be required for an assignment to an Affiliate of Developer. "Affiliate of Developer" as used herein, includes any parent, sister, partner, joint venturer, or subsidiary entity of Developer; any entity in which Developer is a major shareholder, owns an equity interest, or is a joint venturer or partner (whether general or limited), or to the Developer's financial institution.

Section 16. Limited Rights and Non-waiver

This agreement is intended only to establish the rights and obligations as between the Parties hereto and it creates no right, expectation, benefit or obligation for or toward any other person or entity. Nothing stated or omitted from this Agreement shall be construed as a waiver of any defense, affirmative defense, or immunity available to the Zone or the City and their respective officials, directors, members, employees, agents, assigns, successors.

Section 17. Entire Agreement

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

EXECUTED as of the dates shown below so as to be effective for all purposes as of the last date upon which all persons and parties for whom a blank is provided have signed (the "effective date").

TAX INCREMENT REINVESTMENT ZONE 79101 Properties, LP
NUMBER ONE, CITY OF AMARILO,
TEXAS

By: _____ Date
Scott Bentley
Chairman of Board

By: _____ Date
Joe Bob McCart
Manager

CITY OF AMARILO, TEXAS

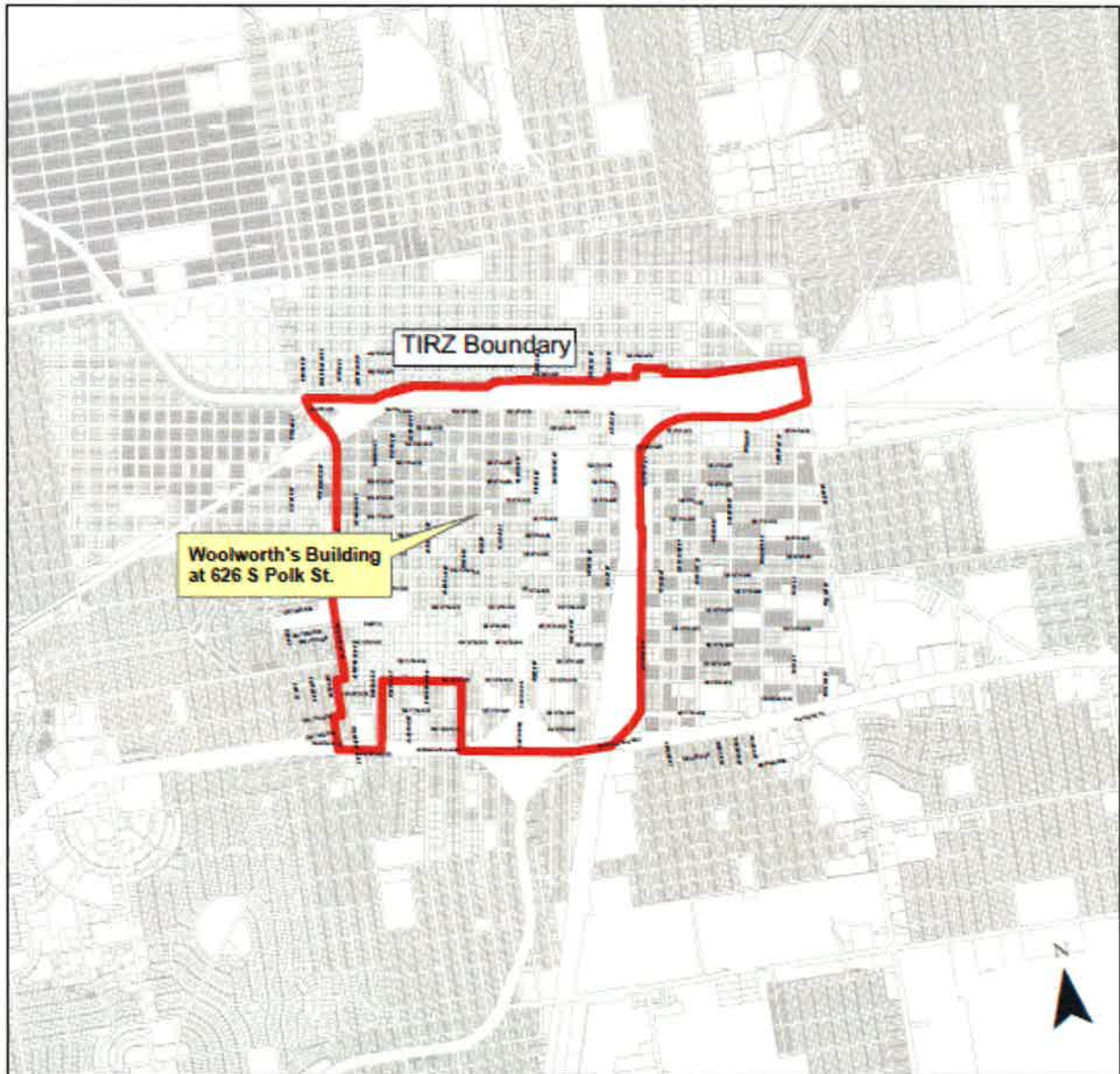
APPROVED AS TO FORM AND LEGALITY
FOR CITY & ZONE

By: _____ Date
Jared Miller
City Manager

By: _____ Date
William M. McKamie
City Attorney

Attachments that are part of this Agreement:
Exhibit A Site description & map
Exhibit B-1 Private Property Improvement

EXHIBIT A
MAP OF TIRZ BOUNDARY AND SITE LOCATION



SITE LEGAL DESCRIPTION

Woolworth's Building at 626 S Polk St. and legally described as:

LOTS	8 - 10
BLOCK	79
ADDITION	Plemons Addition
CITY	Amarillo, Texas
COUNTY	Potter County, Texas

EXHIBIT B-1
PRIVATE PROPERTY IMPROVEMENT

SECTION 1. IMPROVEMENTS TO BE CONSTRUCTED

Developer promises to redevelop the building, resulting in the following improvements to the Property described in Exhibit A:

Business/Land Use	28,341 square feet (16,745 square feet for retail/restaurant, 10,000 square feet for warehouse/storage, and 1,596 square feet for common areas)
Other improvements	Façade, site, public right-of-way improvements and environmental remediation
Streetscape Improvements	Sidewalks, lighting, utilities, and landscaping

SECTION 2. FINANCIAL ANALYSIS

Analysis indicates the financial feasibility of the Project is negatively affected given market uncertainty and lack of a comparable property. The proposed gap assistance will encourage and support the Project and is consistent with the goals of the Zone and public purpose to diversify the economy, eliminate un- and under-employment in the Zone, develop or expand business, and commercial activity in the TIRZ. Making grants and loans from the TIF of the Zone will serve those ends.

In order to make Developer's planned development or redevelopment financially feasible, Developer has requested that the Zone reimburse Developer for certain actual costs incurred for financial "gap" assistance per §311.010 of the Texas Tax Code and chapter 380 of the Texas Local Government Code.

SECTION 3. DEVELOPER'S OBLIGATIONS

As conditions precedent to the Zone making any payment from the TIF to Developer, the Developer must:

- Secure not less than \$1,980,613 in private investment for the Project on the Property.
- Comply with all terms, conditions, and obligations of this Exhibit B-1 and the Agreement to which it is attached.
- Obtain a Certificate of Occupancy for the building on or before November 1, 2017.
- Anticipate the first reimbursement no earlier than September 1, 2017. There will be no reimbursement until a Certificate of Occupancy is issued, all taxes on the Property are paid to current, and all other conditions of this exhibit and the Agreement are satisfied.

[THIS SPACE LEFT BLANK INTENTIONALLY]

Amarillo City Council Agenda Transmittal Memo



OK
10/19/17
10/19/17

Meeting Date	October 24, 2017	Council Priority	Infrastructure Initiative
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Department	Capital Projects & Development Engineering	Contact Person	Floyd Hartman
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Agenda Caption

Approval – Addendum Five (5) – Job # 521943: Hillside Terrace 30” Sewer Replacement

Original Contract \$ 52,650.00

Previous Addendums: \$346,784.01

Current Addendum: \$261,000.00

For a Total of Addendums: \$607,784.01

Revised Contract: \$660,434.01

This item approved Addendum Five (5) to the Professional Service Agreement with RIMKUS Consulting Group, Inc. to allow for additional engineering services, testing and the related activities.

Agenda Item Summary

Approval of Addendum Five (5) to increase and revise the RIMKUS contract amount.

Requested Action

Consider and approval of Addendum Five (5)

Funding Summary

Job# 521943 has a budget of \$8,065,207.47 with available funds for this addendum.

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending approval of Addendum Five(5)

**ADDENDUM NO. 5 TO
AGREEMENT FOR PROFESSIONAL SERVICES**

WHEREAS, the City of Amarillo ("OWNER") and RIMKUS Consulting Group, Inc. ("CONSULTANT") have heretofore entered into that certain Agreement for Professional Services dated November 24, 2014 and Addendums (the "Agreement") to perform professional engineering services in connection with the deterioration of OWNER's Hillside Terrace Estates Subdivision 30-Inch vitrified clay pipe sanitary sewer main (the "Hillside Terrace deteriorated VCP sewer main") located in Randall County, Texas; and

WHEREAS, pursuant to Section XIX of the Agreement, the parties desire to amend the Agreement to include additional professional environmental engineering services as provided herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, OWNER and CONSULTANT hereby agree to amend the Agreement as follows:

1. Part One

- Prepare on behalf of OWNER an environmental audit plan in accordance with The Texas Environmental, Health and Safety Audit Privilege Act, *Chapter 1101, Texas Health and Safety Code (West)* (hereinafter, the "Environmental Audit") to evaluate, review and assess OWNER's compliance with applicable environmental, health and safety laws/regulations and/or any applicable permit, to wit: an investigation or audit to identify contamination and/or the potential for contamination resulting from the Hillside Terrace deteriorated VCP sewer main along the segment locations described in Schedule A, attached hereto (hereinafter the "Work").
- Ranger Environmental Services, Inc. ("Ranger Environmental"), registered Texas Geo-Scientist, will provide geo-environmental professional services as a subcontractor to CONSULTANT, assisting with the Environmental Audit.
- Provide to OWNER the written Environmental Audit plan sufficient for filing with the Texas Commission on Environmental Quality ("TCEQ") as determined by OWNER's outside counsel.
- CONSULTANT will retain Reed Engineering Group ("Reed") to provide onsite geotechnical drilling as required in Part Two of the Work.

The estimate anticipates that all work associated with the proposed Part One scope-of-work will be completed within forty-five (45) days, beginning at a predetermined start date. CONSULTANT estimates the cost to complete the above proposed Part One scope-of-work as equal to the sum of \$86,000.00. This proposal and estimated cost includes CONSULTANT's scope-of-work, as follows: (1) prepare on behalf of OWNER an Environmental Audit in accordance with The Texas Environmental, Health and Safety Audit Privilege Act, *Chapter 1101, Texas Health and Safety Code (West)* to evaluate, review and assess OWNER's compliance with applicable environmental, health and safety laws/regulations and/or any applicable permit, to wit:

an investigation or audit to identify contamination and/or the potential for contamination resulting from the Hillside Terrace deteriorated VCP sewer main along the segment locations described in Schedule A, attached hereto; (2) Ranger Environmental will provide geo-environmental professional services as a subcontractor to CONSULTANT, assisting with the Environmental Audit; (3) provide to OWNER the written Environmental Audit plan sufficient for filing with the Texas Commission on Environmental Quality as determined by OWNER's outside counsel; and (4) CONSULTANT will retain Reed to provide onsite geotechnical drilling as required in Part Two of the Work. This proposal and the estimated cost will include the cost of necessary hydrogeological analysis. However, if it is necessary to extend the scope of the hydrogeological analysis beyond the initial phase this additional work will be the subject of a proposed amendment to the Agreement.

2. Part Two

- Ranger Environmental will provide geological analysis and onsite coordination working with CONSULTANT to implement the Environmental Audit.
- Reed will provide onsite geotechnical drilling in order for CONSULTANT and Ranger Environmental to obtain samples necessary to implement the Environmental Audit. Additional requirements applicable to CONSULTANT's retention of Reed are set forth in Schedule B attached hereto.
- Obtain samples as reasonably necessary for the Environmental Audit.
- Attend, observe, and evaluate the sample process as needed.
- Observe, identify, mark, document, package, and store samples to be submitted to an environmental testing laboratory.
- Evaluate laboratory sample test results and other pertinent findings and data.
- Provide a written audit report to OWNER setting forth CONSULTANT's findings including an assessment of risk and as necessary, recommending options for remediation/clean-up and providing an estimated range of costs for such options.

The estimate anticipates all work associated with the proposed Part Two scope-of-work will be completed within a range of time of approximately three (3) to six (6) months. CONSULTANT estimates the cost to complete the above-proposed Part Two scope-of-work as equal to the sum of \$175,000.00. CONSULTANT will retain Reed to obtain soil samples utilizing a drilling rig/auger and sample tube. OWNER will separately arrange for analysis of samples by an environmental testing laboratory. This proposal and estimated cost does not include Reed's cost for the onsite geotechnical drilling. Reed will provide to CONSULTANT an estimated cost for the onsite geotechnical drilling and CONSULTANT will provide same to OWNER for OWNER's determination before authorizing Part Two of the Work. This proposal and estimated cost does not include the cost of laboratory testing and sample analysis. This proposal and estimated cost includes CONSULTANT's Part Two scope-of-work, as follows: (1) Ranger Environmental will provide geological analysis and onsite coordination working with CONSULTANT to implement the Environmental Audit; (2) Reed will provide onsite geotechnical drilling in order for CONSULTANT and Ranger Environmental to obtain samples necessary to implement the Environmental Audit. Additional requirements applicable to CONSULTANT's retention of Reed are set forth in Schedule B attached hereto; (3) obtain samples as reasonably

necessary for the Environmental Audit; (4) attend, observe, and evaluate the sample process as needed; (5) observe, identify, mark, document, package, and store samples to be submitted to an environmental testing laboratory; (6) evaluate laboratory sample test results and other pertinent findings and data; and (7) provide a written audit report to OWNER setting forth CONSULTANT's findings including an assessment of risk and as necessary, recommending options for remediation/clean-up and providing an estimated range of costs for such options. This proposal and the estimated cost will include the cost of necessary geo-environmental services to be provided by Ranger Environmental. This proposal will include the estimated cost of initial hydrogeological analysis. However, if it is necessary to extend the scope of the hydrogeological analysis beyond the preliminary phase this additional work will be the subject of a proposed amendment to the Agreement.

3. CONSULTANT has been made aware that certain documents and information related to the Environmental Audit are privileged from disclosure. CONSULTANT agrees not to release, disclose, or share with any other party the Environmental Audit report and/or related documents without the express written consent of OWNER. CONSULTANT will be responsible for assuring Ranger Environmental's compliance.

4. CONSULTANT will undertake to reasonably cooperate with OWNER and OWNER's outside counsel as may be necessary. CONSULTANT will be responsible for assuring Ranger Environmental's cooperation.

NOW, THEREFORE, the parties agree that the Agreement is changed by addition of the following:


- A. CONSULTANT's Part One scope-of-work as more particularly defined above as an estimated lump sum addition of \$86,000.00.
- B. CONSULTANT's Part Two scope-of-work as more particularly defined above as an estimated lump sum addition of \$175,000.00.

Except as herein modified, all terms, conditions and provisions of the Agreement shall remain in force and effect and are hereby confirmed and ratified by OWNER and CONSULTANT.

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

RIMKUS CONSULTING GROUP, INC.
(CONSULTANT)

CITY OF AMARILLO
(OWNER)

By: 
Name: Michael W. Wiseman
Title: Senior Vice President

By: _____
Name: _____
Title: _____

Date: 10/18/2017

Date: _____

SCHEDULE A

The Hillside Terrace deteriorated VCP sewer main is located in the southwest quadrant of the City of Amarillo. The sewer shed for the Hillside Terrace deteriorated VCP sewer main extends from I-40 on the north, east to Soncy Road, west to Hope Road, and south to Arden Road. The segments of the Hillside Terrace deteriorated VCP sewer main which are the subject of this Agreement are as follows:

From Manhole (MH)-25 adjacent to Arden Road upstream (north) to MH-24; from MH-24 upstream (west) to MH-23; from MH-23 upstream (northwest) to MH-22; from MH-22 upstream (northwest) along Fanchun Street to MH-21; from MH-21 upstream (northwest) along Fanchun Street to MH-20; from MH-20 upstream (northwest) to MH-18; from MH-18 north along Nancy Ellen Street to MH-17; from MH-17 upstream (north) along Nancy Ellen Street to MH-16; from MH-16 upstream (north) along Nancy Ellen Street to MH-15; from MH-15 upstream (north) along Nancy Ellen Street to MH-14; from MH-14 upstream (north) along Nancy Ellen Street to MH-13; and from MH-13 upstream (north) along Nancy Ellen Street to MH-12.

SCHEDULE B

Special Requirements Applicable to Reed

1. CONSULTANT will provide the professional engineering services as described in the Agreement and will be assisted by its subcontractor Ranger Environmental who will provide necessary geological analysis and onsite coordination with Reed.
2. Reed will provide onsite geotechnical drilling services and as the onsite contractor will be responsible for all ways, means and techniques of drilling.
3. Reed will provide proof of environmental insurance coverage for its onsite geotechnical drilling. Reed will undertake the necessary steps to have the CONSULTANT and the OWNER listed and shown as an additional insured for their applicable insurance coverage for the Work. Reed will provide the necessary certificate of additional insured status thereof to CONSULTANT and OWNER prior to commencement of the Work.
4. Reed will agree to indemnify and hold harmless the CONSULTANT and the OWNER regarding their onsite geotechnical drilling performed in connection with the Work.