

AGENDAS

FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, MAY 22, 2018 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) Transit Master Plan Implementation Update;
 - (3) Tyler Technologies Software Implementation as it relates to Utility Billing and Drainage;
 - (4) Update on Property Insurance Renewal;
 - (5) Texas Tech University Vet School Location Incentives Agreement Update; and
 - (6) Consider future Agenda items and request reports from City Manager.
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REGULAR MEETING ITEMS

INVOCATION: Bryan Houser

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 May 15, 2018.

B. **CONSIDER THE APPROVAL TO REPAIR ARDEN ROAD PUMP STATION PUMPS #2 AND #3:**

(Contact: Russell Grubbs, Director of Utilities)

GPI -- \$87,825.00

Arden Road Pump Station pump #2 is non functional and is in need of extensive repairs. Pump #3 column piping indicates significant corrosion and in need of replacement. Estimated amount of time to complete repairs is 10-12 weeks. It is crucial for this pumps station to be at high capacity for the pending summer months.

- C. **CONSIDER APPROVAL – PROFESSIONAL SERVICES AGREEMENT SURVEY FOR WATER DISTRIBUTION WATER MAIN REPLACEMENT IN EAST AMARILLO BOULEVARD:**
(Contact: Kyle Schniederjan, City Engineer)
Furman Land Surveyors, Inc. - \$75,000.00
This item is to consider approval of a professional services agreement for the surveying of approximately 3.5 miles of East Amarillo Boulevard in order to properly design a plan set for the relocation and replacement of a water main.
- D. **APPROVAL – AVIATION CLEAR ZONE EASEMENT:**
(Contact: Jeffrey English, Planner I)
Aviation Clear Zone Easement, being 5,100 feet above mean sea level above the plat of Southern Outback Subdivision Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 147, Block 2, AB&M Survey, Randall County, Texas. (Vicinity: Casey Road and E FM 1151.)

REGULAR AGENDA

2. **MPEV CONSTRUCTION UPDATE:**
(Contact: Jerry Danforth, Facilities and Special Project Administrator)
3. **RESOLUTION – ADOPTING AN UPDATED FEE SCHEDULE FOR SERVICES PROVIDED BY THE DEPARTMENT OF PUBLIC HEALTH:**
(Contact: Casie Stoughton, Director of Public Health)
This resolution adopts an updated fee schedule for services provided by the Department of Public Health. Updates include the addition of new services for trichomoniasis testing, sports physicals, pregnancy testing, vaccine titers, and T spot testing. In addition, immunization administration fees are updated to align with the Texas Vaccine for Children program guidelines.
4. **RESOLUTION – DISCUSSION AND CONSIDERATION OF A DEPOSITORY BANK SERVICES CONTRACT:**
(Contact: Laura Storrs, Finance Director)
This item discusses and considers a Depository Bank Services Contract with Bank of America Merrill Lynch, N.A. for the period beginning July 1, 2018 and continuing through June 30, 2020, the City shall have the option to extend the Contract for three one-year periods after the original contract term.
5. **RESOLUTION – AUTHORIZING A GENERAL PREVAILING RATE OF PER DIEM WAGES:**
(Contact: Trent Davis, Purchasing Agent)
This resolution determines the general prevailing rate of per diem wages in the City for the public work.

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 18th day of May 2018.

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 15th day of May 2018, the Amarillo City Council met at 4:30 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 MILLER	CITY MANAGER
MICHELLE BONNER	DEPUTY CITY MANAGER
BRYAN MCWILLIAMS	INTERIM CITY ATTORNEY
ANDREW FREEMAN	ECONOMIC DEVELOPMENT MGR.
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Ashley Washington, AAOR Chaplain. Councilmember Smith led the audience in the Pledge of Allegiance.

Proclamations were presented for: "Elder Abuse Awareness Month" and "Children's Mental Health Awareness Day."

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

PUBLIC COMMENT:

Mike Fisher, 4410 Van Kriston Drive, stated Mayor Nelson campaigned on fiscally conservative. He stated projects like TIRZ, the increase costs for the ballpark and the recent Vet School commitment of \$69 million are not being used as they were originally earmarked. Claudette Smith, 4410 Van Kriston Drive, stated a small group of people is the grassroots group who will change the culture of corruption. She stated the officials have been remised in their duties with no moral compass. She further stated this was a watershed moment unmasking local government accountability, Council who have incurred excessive debt. Noah Clay Dawson, 1133 Sugarloaf Drive, stated this small group of people are still Amarilloians. He stated everyone deserves a voice and representation. He further urged Council to all resign. Roger Cox, 2809 South Bonham Street, stated he was surprised to hear the negative and inflammatory comments made at the podium. He reminded everyone of the fact that the Council was voted in office with high majority votes, and he appreciates what Council is doing and the commitment they are devoting. He appreciated the MPEV and Vet School coming to fruition. Kimbra Watson, Enchanted Florist, 616 Southeast 10th Avenue, asked if there was a solution for the non-regulation of sales of floral products on the streets of Amarillo. She stated the City did not regulate the selling on the streets and vendors were throughout Amarillo without documentation, sales and tax use permits, agriculture floral license, and selling outside a business without a transit license or permit. She asked that they find a solution and work together to stop this practice. James Schenck, 6216 Gainsborough Road, requested the City look at zero-base budgeting to actually see where the \$359 million goes. Mr. Schenck stated he appreciated the consent agenda noting the expenses of Propositions 1 and 2. He further inquired about the entrances coming into the town like that of Wichita Falls. David Lovejoy, 5139 Leland Drive, stated after weeks of disruptions he was saddened by the state of affairs. He stated he was interested in the well-being of his city, how it was ran and betrayed. Social media was being used to spread half-truths. He stated the use of Martin Luther King and Rosa Parks was the last straw. It was a gross appropriation of culture that is desperate and disgusting. He stated there was a lack of understanding, respect and knowledge of history. He further

stated it was not Council's job to solve the issues of the homeless. He concluded by saying these meetings were for the business of running the city not grandstanding. He asked that they work together and respect one another. 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. Motion was made by Councilmember Powell to approval the consent agenda, seconded by Councilmember Sauer.

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 and special meeting held on May 8, 2018.
- B. **ORDINANCE NO. 7731:**
(Contact: AJ Fawver, Planning and Zoning Director)
This is the second and final reading to consider providing a variance to distance regulations prohibiting the sale of alcoholic beverages within 300 feet of a private school. The City Council, as the governing board of the City of Amarillo, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, may grant a variance to Section 14-3-5 of the City of Amarillo Municipal Code (enacted pursuant to Section 109.33(a)(1) of the Texas Alcoholic Beverage Code) for off-premise sale at the following location 5805 South Georgia Street in Section 183, Block 2, AB&M Survey, Randall County, Texas.
- C. **AWARD — AMARILLO POLICE DEPARTMENT PARKING LOT RECONSTRUCTION AND EXPANSION:**
(Contact: Jerry Danforth, Facilities and Special Projects Administrator)
Awarded to Panhandle Steel Building, Inc. -- \$1,764,097.00
It is recommended that the construction contract for the Amarillo Police Department parking lot reconstruction and expansion located at 116 South Fillmore Street be awarded. (2017 GO Bonds Issuance, Proposition 2.)
- D. **APPROVAL -- FORENSIC ENGINEERING SERVICES FOR CIVIC CENTER ROOFING DAMAGES:**
(Contact: Jerry Danforth, Facilities and Special Projects Administrator)
Crenshaw Consulting, LP -- \$49,980.75
This item is to approve the contract for Forensic Engineering Services to assess damages of the roof at the Civic Center after the hail storm in June 2017.
- E. **CONSIDER AWARD – COMMUNITY INVESTMENT PROGRAM 2017/2018 MILLING AND OVERLAY OF VARIOUS STREETS AND COMMUNITY INVESTMENT PROGRAM MILLING AND OVERLAY OF THIRD AVENUE:**
(Contact: Kyle Schniederjan, P.E., Interim CP&DE Director)
LA Fuller and Sons, Ltd. -- \$1,716,980.55
This item is to consider award of the construction contract for the milling and overlay of various streets comprised of Bell Street from 34th Avenue to Hillside Road, Western Street from I-27 to Arden Road, and Third Avenue from Adams Street to Grant Street as well as drainage improvements at the intersection of Bell Street and 45th Avenue. (2017 GO Bonds Issuance, Proposition 1.)
- F. **CONSIDER THE PURCHASE OF INDUSTRIAL MOWERS, UTILITY CARTS, GROUNDS MAINTENANCE EQUIPMENT:**
(Contact: Glenn Lavender, Fleet Services Superintendent)
Award to listed vendors:
- | | |
|--|--------------|
| Austin Turf & Tractor (lines 20,21,22,27) | \$260,623.45 |
| Amarillo Outdoor Power Equip. (line 18) | \$9,488.00 |
| James Bros. Implement Co. (lines 2,6,8,9,23) | \$75,978.00 |
| C&M Golf & Grounds Equip. (lines 10,25) | \$254,820.25 |

Kut Kwick (line 26)	\$71,226.00
Professional Turf Products (lines 1,15,17,19)	\$256,818.18
Western Equipment (lines 3,4,5,7,11,12,13,14,16,24)	<u>\$189,447.82</u>
Total Award	\$1,118,401.70

This item is the scheduled replacement of equipment that have reached or exceeded life expectancy. This equipment will be used by Park Maintenance, Street, Comanche Trail/Ross Rogers Golf Operations, and Hollywood/River Road Waste Water Treatment Facilities.

G. CONSIDER AWARD – BUCHANAN STREET STORM SEWER FORCE MAIN:

(Contact: Kyle Schniederjan, Interim CP&DE Director)
Awarded to West Texas Contractors, Inc. -- \$65,160.00

This item is to consider award of the construction contract for drainage improvements for the construction of a 20-inch storm sewer main in the Buchanan Street right of way between Southeast 6th Avenue and Southeast 7th Avenue.

H. AWARD -- PURCHASE OF ALL LABOR MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO REPAIR 90 INCH CULVERT:

(Contact: Kyle Schniederjan, Interim CP&DE Director)
Insituform Technologies, LLC - \$168,693.00

This item considers the purchase of all labor materials, equipment and services necessary to repair and centri-cast (concrete line) a 90-inch corrugated metal pipe culvert crossing Irwin Road approximately 70 feet south of Fairlane Avenue.

I. AWARD – RENEWAL OF INTERGRAPH RECORD MANAGEMENT SOFTWARE FOR POLICE AND LAW ENFORCEMENT:

(Contact: Col. Funtek, Assist Chief of Police)
Award to Hexagon Safety and Infrastructure (Intergraph Corporation) -- \$96,234.76

This system enables quick data entry, immediate search and retrieval, and extensive reporting capabilities. It provides timelier and also accurate information to support Law Enforcement operations, investigations and administration. For the Amarillo Police Department it captures data, sharing criminal histories, investigations, dispatch reports, it also provides affidavits, mug shots, warrant information, police records, alarm permits, and additional employee information.

J. PURCHASE – TASERS AND ACCESSORIES FOR AMARILLO POLICE DEPARTMENT:

(Contact: Col. Funtek, Assist Chief of Police)
Award to Axon Enterprises, Inc. -- \$182,754.40

This item awards the purchase of tasers, batteries holsters, taser cartridges for use by the City of Amarillo Police Department.

REGULAR AGENDA

ITEM 2: Mr. Danforth presented an update on the MPEV Construction site. The MPEV outline orientation was defined. Progress includes the footings, excavation for the dugouts and team locker rooms. The products are on time for delivery with a few pending negotiations, They are staying on budget and on time moving forward.

ITEM 3: Mr. McWilliams advised at 5:49 p.m. that the City Council would convene in Executive Session per Texas Government Code Section 551.087 – Discuss commercial or financial information received from a existing business or business prospect with which the City is negotiating for the location, retention or expansion of a facility, or for incentives the City is willing to extend, or financial information submitted by same – (a) Economic development incentive request for a Texas Enterprise Zone Program nomination in the vicinity of Airport Boulevard and Tiltrotor Drive and (b) Possible economic development incentive for the Santa Fe Depot Property; and Section 551.072 - Deliberation regarding real property; discussion regarding purchase, exchange, lease or value of real property -- Santa Fe Depot Property.

Mr. McWilliams announced that the Executive Session was adjourned at 6:40 p.m. and recessed the Regular Meeting.

ATTEST:

Frances Hibbs, City Secretary

Ginger Nelson, Mayor



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 22, 2018	Council Priority	Infrastructure
Department	Water Utilities		
Contact	Russell Grubbs – Director of Utilities		

Agenda Caption

Consideration of award to repair Arden Road Pump Station Pumps #2 and #3 to GPI Inc. in the amount of \$87,825

Agenda Item Summary

Arden Road Pump Station pump #2 is non functional and is in need of extensive repairs. Pump #3 column piping indicates significant corrosion and in need of replacement. Estimated amount of time to complete repairs is 10-12 weeks. It is crucial for this pumps station to be at high capacity for the pending summer months.

Requested Action

Award the repair of Arden Road pump #2 and replacement of the column piping for pump #3 to GPI Inc. GPI Inc. was the low bid.

Funding Summary

Funding in the amount of \$87,825 is available in account 52200-68300 Water Production Repair and Maintenance account with a balance of \$363,482.92

Community Engagement Summary

N/A

Staff Recommendation

City Staff is recommending award to GPI Inc. (Req. #41224).

Bid No. 6045 REPAIR VERTICAL TURBINE PUMPS 2&3 AT ARDEN RD PUMP STATION
 Opened 4:00 p.m. April 5, 2018

To be awarded as one lot	GPI	WEISINGER INC
Line 1 Pumps and pump accessories maintenance and repair, per specifications 1 ea		
Unit Price	\$87,825.000	\$96,349.000
Extended Price	87,825.00	96,349.00
Line 2 Pumps and pump accessories maintenance and repair, Alternate #1, per specifications 1 ea		
Unit Price	\$0.000	\$228,778.000
Extended Price	-	228,778.00
Bid Total	87,825.00	325,127.00
Award by Vendor	87,825.00	

Amarillo City Council Agenda Transmittal Memo



C

Meeting Date	May 22, 2018	Council Priority	Infrastructure Initiative
Department	Capital Projects & Development Engineering		
Contact	Kyle Schniederjan, PE		

Agenda Caption

CONSIDER APPROVAL – RFQ 06-18/Project #530028 – Professional Services Agreement. Survey for WD Water Main Replacement in East Amarillo Boulevard
Furman Land Surveyors, Inc. - \$75,000.00

Agenda Item Summary

RFQ 06-18/Project #530028

This item is to consider approval of a professional services agreement for the surveying of approximately 3.5 miles of East Amarillo Boulevard in order to properly design a plan set for the relocation and replacement of a water main.

Requested Action

Consider approval of a professional services agreement with Furman Land Surveyors, Inc. for execution by the City Manager.

Funding Summary

Funding for this project is available in the Project Budget Number 530028.17400.2040, which was approved in the FY 17/18 CIP. The expenses for this project are funded from the Water and Sewer Revenue Bonds issued in May of 2017.

Community Engagement Summary

The work associated with this agreement will have minimal public impact. However, the community engagement process will be an integral part of this project as it moves to the construction phase.

Staff Recommendation

City staff is recommending approval of the agreement.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made between the City of Amarillo, a municipal corporation located in Potter and Randall Counties, Texas ("OWNER") and Furman Land Surveyors, Inc. ("SURVEYOR").

OWNER hereby engages SURVEYOR to perform the following professional services (the "Services"): surveys related to Job # 530028.17400.2130 Water Main Replacement East Amarillo Blvd.

The Services are more particularly set forth in the letter dated April 18, 2018, from SURVEYOR to OWNER and attached as Exhibit A to this Agreement (the "Scope of Work") and by this reference made a part of the Agreement. SURVEYOR accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between Exhibit A and this Agreement, the terms of this Agreement will govern.

I.

SURVEYOR agrees to accept as payment for the Services, inclusive of expenses, \$75,000. SURVEYOR'S fee is based on a lump sum for the Services as outlined in Exhibit A. Additional services outside the Scope of Work will require prior written approval by OWNER.

II.

SURVEYOR will submit monthly billings based on the evaluation processes of the Services. SURVEYOR'S billings will be in writing and of sufficient detail to fully identify the work performed to date of billing. No invoices detailing services performed outside the Scope of Work will be paid without corresponding proof of prior written authorization by the OWNER. 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.

SURVEYOR will confer with representatives of OWNER to take such steps as necessary to keep the Services on schedule. OWNER'S representative for purposes of this Agreement shall be Kyle Schniederjan, City Engineer, or his designee. SURVEYOR will begin work on the Services within 5 days after receipt of written notification to proceed from OWNER.

IV.

SURVEYOR 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". SURVEYOR agrees to and does hereby assign the same to OWNER. SURVEYOR will enter into any and all necessary documents to effect such assignment to OWNER. SURVEYOR is entitled to maintain copies of all Work Product that is produced or used in the execution of this Agreement. It is understood that SURVEYOR 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 SURVEYOR'S specific written authorization, verification and adaption will be at OWNER'S risk and without any liability on behalf of SURVEYOR.

V.

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

VI.

SURVEYOR agrees that OWNER or its duly authorized representatives will, until the expiration of 3 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 SURVEYOR involving transactions related to this Agreement, which books, documents, papers, invoices and records SURVEYOR 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 SURVEYOR.

VIII.

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

IX.

If SURVEYOR is requested in writing by OWNER to provide any services outside of the Scope of Work, SURVEYOR 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.

SURVEYOR AGREES TO INDEMNIFY AND HOLD HARMLESS OWNER AND ITS OFFICERS, EMPLOYEES, AGENTS, 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, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE SURVEYOR OR THE SURVEYOR'S AGENT, SURVEYOR UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH SURVEYOR EXERCISED CONTROL. SURVEYOR SHALL BE RESPONSIBLE FOR PERFORMING THE WORK UNDER THIS AGREEMENT IN A SAFE AND PROFESSIONAL MANNER AND SHALL BE LIABLE FOR SURVEYOR'S NEGLIGENCE AND THAT OF SURVEYOR'S EMPLOYEES, CONTRACTORS, AND AGENTS.

XI.

SURVEYOR will provide insurance coverage in accordance with OWNER'S insurance requirements as set forth in the "Certificate of Insurance Requirements" attached to this Agreement as Exhibit B 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 SURVEYOR. In addition, SURVEYOR will provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim.

XII.

SURVEYOR 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 seven days prior written notice. Upon receipt of notice of termination, SURVEYOR 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 SURVEYOR pursuant to this Agreement will be the property of OWNER.

XIV.

In the event OWNER finds that any of the Work Product produced by SURVEYOR under this Agreement does not conform to the Scope of Work, then SURVEYOR will be given 30 days after written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these 30 days SURVEYOR 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 SURVEYOR 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"). In the event of such Excusable Delay, performance shall be extended as agreed to in writing by the parties.

XVI.

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

Attention: Daryl R. Furman, RPLS
P.O. Box 1416
Amarillo, Texas 79105-1416
Telephone: (806) 374-4246
Fax: (806) 374-4248
E-Mail: daryl@furmanland.com

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

Attention: Kyle Schniederjan, P.E.
City Engineer
808 S. Buchanan Street
Amarillo, Texas 79105-1971
Telephone: (806) 378-9336
Fax: (806) 378-5263
E-Mail: kyle.schneiderjan@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—
Council of sufficient, reasonably available funds.

XVIII.

SURVEYOR shall provide experienced and qualified personnel to carry out the work to be performed by SURVEYOR under this Agreement and shall be responsible for and in full control of the work of such personnel. SURVEYOR agrees to perform the Scope of Work hereunder as an independent contractor and in no event shall the employees or agents of SURVEYOR be deemed employees of OWNER. SURVEYOR shall be free to contract for similar services to be performed for others while SURVEYOR is under Agreement with OWNER.

XIX.

SURVEYOR will perform the services to be provided under this Agreement with the professional skill and care ordinarily provided by surveying professionals 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 surveying professionals.

XX.

SURVEYOR agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of the Services. SURVEYOR 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 SURVEYOR 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 SURVEYOR will be obligated or liable to any third party as a result of this Agreement.

XXIII.

SURVEYOR 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 SURVEYOR 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 SURVEYOR 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:

CITY OF AMARILLO
(OWNER)

Frances Hibbs, City Secretary

By: _____
Jarred Miller, City Manager

Date: 5-8-2018

FURMAN LAND SURVEYORS, INC.
(SURVEYOR)

By: 

Date: _____

D



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 22, 2018	Council Priority	Community Appearance
Department	Planning		
Contact	AJ Fawver Jeffrey English – Planner I (Case Manager)		

Agenda Caption

Aviation Clear Zone Easement, being 5,100 feet above mean sea level above the plat of Southern Outback Subdivision Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 147, Block 2, AB&M Survey, Randall County, Texas.

Agenda Item Summary

The above referenced Aviation Clear Zone (ACZ) Easement is being requested by the City of Amarillo and is associated with the plat Southern Outback Subdivision Unit No. 2.

To ensure safety of operation and protection of air traffic operating into and out of the airport, future physical development around the airport needs to be regulated. In 1981, the Texas Legislature enacted the Airport Zoning Act, cited as Chapter 241 of the Local Government Code, which authorized cities in the state to establish and administer regulations pertaining to the height of structures and compatible land uses in the vicinity of the airport. One of the tools established in the Amarillo Code of Ordinances that allows the City of Amarillo to regulate this type of development is the Airport Height Hazard and Zoning Regulations (Chapter 4-9) which establishes minimum requirements to control the height and use of structures that may develop in the vicinity of the airport.

The ACZ Easement document is established during the platting of a tract of land to set the height regulations for noting on the associated plat, and the legal document is signed by the owner/developer of the tract. The placement of the note on the plat ensures that the height regulation is easily found by any future owner of the tract of land. Each ACZ Easement has an associated height regulation that is determined by the tract's proximity and location around the airport. For example, areas at the end of the runway will likely have a lower height regulation that ones at the same distance that are located adjacent to the length of the runway. The reason for this is because aircraft taking off or landing will need to be at a lower altitude during its approach or departure portion of the traffic pattern for the each associated runway.

This ACZ Easement is establishing a height regulation of 5,100 feet above mean sea level for the plat of Southern Outback Subdivision Unit No. 2.

Requested Action

Planning Staff have reviewed the associated Aviation Clear Zone Easement and the item is ready for City

Amarillo City Council Agenda Transmittal Memo



Council Consideration as a consent agenda item.

Funding Summary

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

Community Engagement Summary

N/A

Staff Recommendation

Staff recommends approval of this Aviation Clear Zone 18-04.

AVIATION CLEAR ZONE EASEMENT

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

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

Aviation Clear Zone Easement, being 5,100 feet above mean sea level above the plat of Southern Outback Subdivision Unit No. 2, an suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 147, Block 2, AB&M Survey, Randall County, Texas.

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

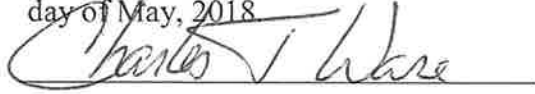
GRANTOR, for itself, its successors and assigned, does hereby covenant and agree that it will not hereafter erect, or permit the erection or growth of, any structure, tree or other object on the above described property to any height in excess of 5,100 feet above mean sea level. GRANTOR does hereby GRANT and CONVEY to GRANTEE a continuing right of ingress and egress via passage easement on and across the above-described property for the purpose of taking any action necessary to remove any structure, tree or other object in the airspace to any elevation greater than 5,100 feet above mean sea level.

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

IT IS UNDERSTOOD AND AGREED that these covenants and agreements shall be binding upon the heirs, administrators, executors, successors and assigns of the GRANTOR and that these covenants and agreements shall run with the land, and that for the purposes of this

instrument, this easement shall be considered the dominant estate on the above-referenced property.

IN WITNESS WHEREOF, the GRANTOR, whether one or more, individual or corporate, has hereunto set its hand on this the ^{14th} day of May, 2018



Charles T. Ware

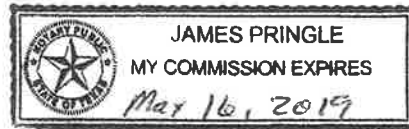
THE STATE OF TEXAS §

COUNTY OF POTTER §

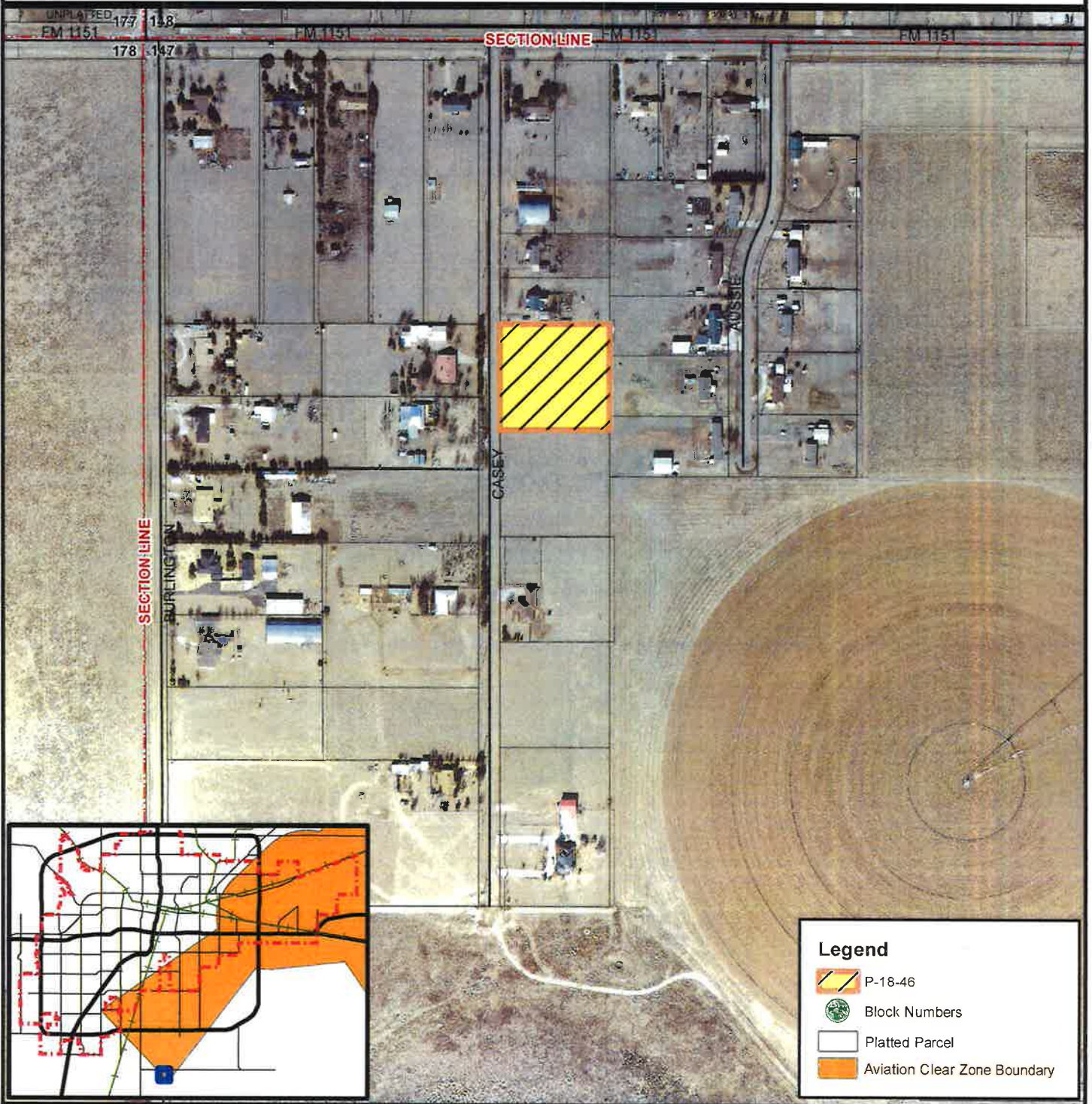
This instrument was acknowledged before me on this the ^{14th} day of May, 2018, by Charles T. Ware.



Notary Public, State of Texas



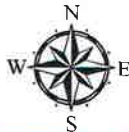
CASE ACZ-18-04 AVIATION CLEAR ZONE EASEMENT



**CITY OF AMARILLO
PLANNING DEPARTMENT**

Aviation Clear Zone Easement, being 5,100 feet above mean sea level above the plat of Southern Outback Subdivision Unit No. 2, a suburban subdivision to the City of Amarillo, being an unplatted tract of land in Section 147, Block 2, AB&M Survey, Randall County, Texas.

Scale: 1 inch = 375 feet
Date: 4/26/2018



Developer: Charles T. Ware

Vicinity: Casey Rd. & E FM 1151

Case Manager: Jeffrey English

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	5/22/2018	Council Priority	Fiscal Responsibility
Department	Public Health		
Contact	Casie Stoughton, Director of Public Health		

Agenda Caption
RESOLUTION ADOPTING AN UPDATED FEE SCHEDULE FOR SERVICES PROVIDED BY THE DEPARTMENT OF PUBLIC HEALTH

Agenda Item Summary
This resolution adopts an updated fee schedule for services provided by the Department of Public Health. Updates include the addition of new services for trichomoniasis testing, sports physicals, pregnancy testing, vaccine titers, and T spot testing. In addition, immunization administration fees are updated to align with the Texas Vaccine for Children program guidelines.

Requested Action
Approval of the resolution adopting the updated fee schedule for new and current services.

Funding Summary
Funding generated from fees will offset the costs of services.

Community Engagement Summary
The proposed fee schedule updated has been approved by the Bi-City-County Public Health Board. Public Health briefed the City Council during the work session 5/15/2018.

Staff Recommendation
Approval of the resolution for an updated fee schedule has been recommended by the Department of Public Health and the Bi-City-County Public Health Board.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO SETTING FEES FOR SERVICES PERFORMED BY THE DEPARTMENT OF PUBLIC HEALTH; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE AND EFFECTIVE DATE.

WHEREAS, Section 8-5-3 of the Amarillo Municipal Code provides for fees of the City of Amarillo Public Health Department; and,

WHEREAS, the Public Health Department, and the Bi-City-County Health Board has recommended the fees below be adopted by the City Council;

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

SECTION 1. That the following fees are hereby adopted and established for the services corresponding to each fee:

<u>Service</u>	<u>FEE</u>
Tuberculin skin test -----	\$15.00 per test
Sexually Transmitted Disease Exam-----	\$20.00 per exam ³
Trichomoniasis Test -----	\$cost per test
Sexually Transmitted Disease Treatment-----	\$5.00 per treatment ³
Sports Physical -----	\$20.00 per exam
Urine Pregnancy Test-----	\$10.00 per test
Vaccine Titers-----	Cost plus \$15
TSpot Testing -----	Cost plus \$15
 Immunization Administration Fees:	
Childhood-----	\$ 14.85 per vaccine ^{1, 2, 3}
Adult-----	\$14.85 per vaccine ^{2, 3}
Rabies Pre-exposure Vaccine-----	Cost plus \$15.00

1. Maximum charge of \$30.00 per visit.
2. Fees will be subject to increase or decrease based on the Texas Vaccine For Children program guidelines.
3. No one will be denied services based on inability to pay.

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

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

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

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this _____
day of _____, 2018.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams, Interim City Attorney

Public Health Services

Approved by the Bi-City-County Public Health Board

Current Fee Schedule

Service

FEE

Tuberculin skin test \$15.00 per test
STD Exam \$20.00 per exam
STD Treatment \$5.00 per treatment

Immunization Administration Fees:

Childhood \$ 10.00 per vaccine¹
Adult \$10.00 per vaccine

1. Maximum charge of \$30.00 per visit.

No one will be denied services based on inability to pay.

Proposed Fee Schedule

Service

FEE

Tuberculin skin test \$15.00 per test
STD Exam \$20.00 per exam³
*Trichomoniasis Test \$cost per test
STD Treatment \$5.00 per treatment³
*Sports Physical \$20.00 per exam
*Urine Pregnancy Test\$10.00 per test
*Vaccine Titers Cost plus \$15
*T Spot Testing Cost plus \$15

Immunization Administration Fees:

Childhood \$ 14.85 per vaccine^{1,2,3}
Adult \$14.85 per vaccine^{2,3}
*Rabies Pre-exposure Cost plus \$15.00

1. Maximum charge of \$30.00 per visit.

2. Fees will be subject to increase or decrease based on the Texas Vaccine For Children program guidelines.

3. No one will be denied services based on inability to pay.



Amarillo City Council Agenda Transmittal Memo



Meeting Date	May 22, 2018	Council Pillar	Fiscal Responsibility
Department	Finance		
Contact	Laura Storrs		

Agenda Caption

DISCUSSION AND CONSIDERATION OF RESOLUTION

(Contact: Laura Storrs)

Discussion and consideration of a Depository Bank Services Contract with Bank of America Merrill Lynch, N.A. for the period beginning July 1, 2018 and continuing through June 30, 2020; the City shall have the option to extend the Contract for three one-year periods after the original contract term.

Agenda Item Summary

This resolution authorizes the City to designate Bank of America Merrill Lynch, N.A. as depository bank for City funds and to enter into a Depository Bank Services Contract with Bank of America Merrill Lynch, N.A. for the period beginning July 1, 2018 and continuing through June 30, 2020; the City shall have the option to extend the Contract for three one-year periods after the original contract term.

Requested Action

Adopt the Resolution authorizing the contract for depository services with Bank of America Merrill Lynch, N. A.

Funding Summary

Funding for the Bank Depository Contract is included in the City's budget.

Community Engagement Summary

On January 8, 2018 the City issued a Request for Application (RFA) to all financial institutions within the City's service area. The City received three applications. The applications were evaluated on criteria set within the RFA guidelines and the evaluation team selected the best evaluated respondent based on that criteria.

Staff Recommendation

City staff is recommending approval of the Resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS DESIGNATING A BANK DEPOSITORY SERVICES CONTRACT PURSUANT TO A REQUEST FOR APPLICATION WITH BANK OF AMERICA MERRILL LYNCH, N.A.; PROVIDING REPEALER CLAUSE; PROVIDING SEVERABILITY CLAUSE AND EFFECTIVE DATE.

WHEREAS, the City of Amarillo received applications in the manner required by state law for depository services on February 8, 2018; and

WHEREAS, the application of Bank of America Merrill Lynch, N.A. is considered advantageous to the City; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Amarillo to designate Bank of America Merrill Lynch, N.A. as depository bank for City funds and to enter into a Depository Bank Services Contract with Bank of America Merrill Lynch, N.A. for the period beginning July 1, 2018 and continuing through June 30, 2020; and the City shall have the option to extend the Contract for three one-year periods after the original contract term.

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

SECTION 1. The City Council hereby declares that the date of designation of Bank of America Merrill Lynch, N.A. as depository bank for the City's funds is July 1, 2018, with an expiration date of June 30, 2020.

SECTION 2. The City Manager is hereby authorized to execute the Depository Bank Services Agreement attached hereto as Exhibit A, and any other documents necessary to effectuate such Contract.

SECTION 4. 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 5. 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 6. That this resolution shall be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this
22nd day of May, 2018.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

Bryan McWilliams,
Interim City Attorney

DEPOSITORY BANK SERVICES AGREEMENT

This **DEPOSITORY BANK SERVICES AGREEMENT** hereinafter called the "Agreement," is made and entered into on the date last herein written by and between the CITY OF AMARILLO, TEXAS, hereinafter called the "DEPOSITOR," and BANK OF AMERICA, a National Banking Association, organized under the laws of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the "BANK," and provides as follows:

1. **Designation of Depository.** DEPOSITOR, through action of the City Council, on May 22, 2018, hereby designates BANK as a primary depository bank for the period beginning July 1, 2018 through June 30, 2020, with the option for three (3) one year extensions under the same terms and conditions as mutually agreed upon by both parties.

2. **General.** All services rendered to DEPOSITOR by BANK under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instructions of DEPOSITOR pursuant to BANK's standard operations, policies, and procedures.

3. **Scope of Services.** BANK agrees to provide those services as described in the City of Amarillo, Texas Request for Application for Depository Bank Services released on January 8, 2018, hereinafter referred to as the "RFA". The RFA and BANK's response to the RFA, hereinafter referred to as the "Application", are incorporated herein by reference. BANK acknowledges that all services performed by BANK are subject to the approval of DEPOSITOR.

4. **City Representatives.** During the term of this Agreement, DEPOSITOR will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of DEPOSITOR in any and all matters of every kind arising under this Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of DEPOSITOR in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

5. **Custodian.** DEPOSITOR and BANK, by execution of this Depository Agreement, hereby designate the Bank of New York Mellon,, hereinafter called "CUSTODIAN," to hold in an account maintained by the CUSTODIAN in the name of the BANK and subject to the control of DEPOSITOR, according to the terms and conditions of this Depository Agreement, the collateral described and pledged by BANK in accordance with the provisions of this Agreement.

6. **Custodian Fees.** Any and all fees associated with CUSTODIAN's holding of collateral for the benefit of the DEPOSITOR shall be paid by BANK, and the DEPOSITOR shall have no liability therefrom.

7. **Collateralization.** All funds on deposit with BANK to the credit of DEPOSITOR shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code, as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), City's Investment Policy, and Bank's Application.

If marketable securities are pledged, the total market value of the securities securing such deposits will be in an amount at least equal to the minimum required amount as per City's Investment Policy. The market value of any pledged securities (collateral) will be obtained from non-Bank-affiliated sources. BANK will monitor and maintain the required collateral margins and levels at all times.

BANK has heretofore, or will immediately hereafter, deliver to CUSTODIAN collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of DEPOSITOR deposited with BANK. CUSTODIAN will accept said collateral and hold the same in trust for the purposes herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by CUSTODIAN in

trust so long as deposits of DEPOSITOR remain with BANK. BANK hereby grants a security interest in such collateral to DEPOSITOR.

If at any time the collateral in the hands of CUSTODIAN shall have a market value in excess of the required balances, DEPOSITOR may authorize the withdrawal of a specified amount of collateral, and CUSTODIAN shall deliver this amount of collateral (and no more) to BANK.

If surety bonds or letters of credit are utilized, DEPOSITOR shall agree as to the issuer and form of contract prior to the pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per City's Investment Policy. The termination or expiration of any surety bond or letter of credit shall be a minimum of two (2) business days after DEPOSITOR anticipates withdrawing the secured deposit.

8. **Entire Agreement.** The entire agreement between BANK and DEPOSITOR shall consist of this Agreement, City's RFA (except to the extent Bank took specific exceptions in the Bank's Application), Bank's Application, the Custodial Agreement with CUSTODIAN, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the "Banking Agreements"), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

9. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

10. **Compensation.** DEPOSITOR and BANK agree that any compensation for the performance of all duties and services is set forth in the Application accepted by DEPOSITOR. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

11. **Consideration.** The Banking Agreements are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

12. **Counterparts.** The Banking Agreements may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

13. **Authority to Execute.** The individuals executing the Banking Agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing the Banking Agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute the Banking Agreements in order for the same to be authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

14. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Potter County will be the venue for any lawsuit arising out of this Agreement.

15. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank: Mr. Delwynn Sherrill, Senior Vice President
Bank of America, N.A.
301 Commerce Street
Fort Worth, Texas 776102

City: Ms. Laura Storrs, Finance Director
City of Amarillo
P. O. Box 1971
Amarillo, Texas 79105-1971

Changes to notice information may be made by either party with written notification to the other party.

16. **Verification Not Boycotting Israel.** Pursuant to the Texas Government Code, Chapter 2270, Title 10, Subtitle F, a business organization transacting investment business for the City shall verify that the business (1) does not boycott Israel currently; and (2) will not boycott Israel during the contract term. "Boycott Israel" means that the business refuses to deal with, terminates business activities with, or otherwise takes any action intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. By executing this document, you verify the above information as true.

17. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

18. **Binding Commitment.** Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and Texas Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

19. **Continuation.** Unless this Agreement is terminated sooner, Bank's designation as the primary City Depository will remain continuously in effect through June 30, 2020 subject to execution of the extension options if applicable.

Executed by the undersigned duly authorized officers of the parties hereto:

CITY OF AMARILLO, TEXAS

BANK OF AMERICA, N.A.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

ATTEST:

ATTEST

By:

By:

Name:

Name:

Title:

Title:

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Amarillo City Council Agenda Transmittal Memo



Meeting Date	5/22/2018	Council Pillar	
Department	Purchasing		
Contact	Trent Davis, Purchasing Agent		

Agenda Caption

RESOLUTION – AUTHORIZING A GENERAL PREVAILING RATE OF PER DIEM WAGES.
(Contact: Trent Davis, Purchasing Agent)

This resolution determines the general prevailing rate of per diem wages in the City for public work.

Agenda Item Summary

Authorization of this resolution determines the general prevailing rate of per diem wages for City of Amarillo projects. City staff surveyed current wage rates from Texas Tech University, Texas A&M University and local contractors doing projects of the same character and kind of City projects in the greater Amarillo area. The recommended rates are the base minimum rates for public work performed for each craft or type of worker.

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

N/A

Staff Recommendation

Staff recommendation is to approve the resolution authorizing the adoption of the general prevailing rate of per diem wages.

RESOLUTION NO. 05-22-18- _____

A RESOLUTION OF THE CITY OF AMARILLO CITY COUNCIL TO DETERMINE THE GENERAL PREVAILING RATE OF PER DIEM WAGES IN THIS LOCALITY, IN ACCORDANCE WITH CHAPTER 2258 OF THE TEXAS GOVERNMENT CODE; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Government Code Chapter 2258 generally requires a political subdivision, such as the City of Amarillo, to determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract by: (1) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or (2) using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act; and

WHEREAS, City staff has completed a survey of wages received by classes of workers employed on public work projects of a character similar to City projects in the greater Amarillo area; and

WHEREAS, the City Council, finds that the prevailing wage rates for the craft or type of worker listed in Exhibit A should be adopted as the prevailing wage rates for public work projects awarded by the City.

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

SECTION 1: That the general prevailing rate of per diem wages for public works contracts shall be as set forth in the attached Exhibit A and made part hereof for all intents and purposes:

Exhibit A: Prevailing Wage Rate

Such wage rates are hereby found and declared to be the general prevailing rate of per diem wages in all localities where public works are undertaken on behalf of the City of Amarillo and such wage rates shall be included in all public works contracts as provided by law. An employer may pay higher wages or benefits than the prevailing wage rates determined here.

SECTION 2: Should this resolution or any part hereof conflict with any other resolution or part thereof, such other resolution or part is hereby repealed to the extent of the conflict with this resolution.

SECTION 3: Should any part of this resolution be declared invalid or unenforceable by a court of competent jurisdiction, then such ruling shall not affect or alter the remaining portions of the resolution, and such remaining portions shall remain in full force and effect despite the ruling as to the part.

SECTION 4: This Resolution shall become and be effective on and after its adoption.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, this 22nd day of May, 2018.

Ginger Nelson, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM

Bryan McWilliams, Interim City Attorney



City of Amarillo Prevailing Wage Rate

509 S.E. Seventh Ave.
Amarillo, Texas 79101

Date: May 2018
County: Potter & Randall

Classification	City of Amarillo
Acoustic Ceiling Installer	16.00
Asbestos Abatement Worker	13.50
Carpenter	15.77
Concrete - Finisher	17.13
Crane Operator	29.00
Driver	12.00
Drywall Installer	14.06
Electrician - Journeyman	24.50
Electrician - Apprentice	13.63
Elevator Mechanic - Journeyman	34.00
Elevator Mechanic - Apprentice	28.00
Fire Protection - Controls	13.00
Fire Protection - Pipefitter	13.00
Formwork Builder	15.00
Glazer	17.49
HVAC - Journeyman	21.00
HVAC - Apprentice	15.00
HVAC - Controls	21.00
Insulator	12.00
Ironworker	18.76
Laborer/Helper	12.50
Mason	17.52
Equipment Operator - Light	16.00
Equipment Operator - Heavy	20.61
Painter	13.41
Pipefitter - Journeyman	20.29
Pipefitter - Apprentice	13.59
Plasterer	16.37
Plumber - Journeyman	20.29
Plumber - Apprentice	11.59
Reinforcing Steel Worker	12.00
Roofer	15.41
Stone Mason	15.00
Terrazzo Installer	18.75
Tile Setter	14.50
Waterproofers	14.50

This survey was conducted by calling local contractors currently doing business with the City and receiving current wage rates posted and paid to the trades represented. The wage rates paid to the employees shall be adjusted to **Time and a Half** for work performed in excess of 40 hours per week or weekend and holidays.

Listed minimum prevailing wage rate is the base hourly wage rate and is inclusive of any fringes

Unlisted classifications needed for work not included within the scope of the classifications listed may not be added after award.

The job classifications are not inclusive of all possible trades on a construction project.

It is the responsibility of the contractor to classify the worker in accordance with the published classifications and demonstrate that workers are paid commensurate with determined rates.