

AGENDAS
FOR THE AMARILLO CITY COUNCIL WORK SESSION TO BE HELD ON TUESDAY, FEBURARY 14, 2017 AT 4:00 P.M. AND THE REGULAR MEETING OF THE AMARILLO CITY COUNCIL AT 5:00 P.M., CITY HALL, 509 SOUTHEAST 7th AVENUE, COUNCIL CHAMBER ON THE THIRD FLOOR OF CITY HALL, AMARILLO, TEXAS.

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

WORK SESSION

- A. City Council will discuss or receive reports on the following current matters or projects.
- (1) City Manager Oath of Office;
 - (2) Review agenda items for regular meeting and attachments;
 - (3) Legislative Update; and
 - (4) 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) Consider appointments to Boards and Commissions:
Amarillo Economic Development Corporation
Amarillo-Potter Events Venue District

REGULAR MEETING ITEMS

INVOCATION: Kevin Deckard, Polk Street Methodist Church

PROCLAMATION: "Panhandle Behavioral Health Alliance Day"

PUBLIC FORUM: Citizens who desire to address the City Council with regard to matters not on the agenda having to do with the City's policies, programs, or services will be received at this time. The total time allotted for this forum is 30-minutes with each speaker limited to three (3) minutes. City Council may not discuss these items, 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. **MINUTES:**
Approval of the City Council minutes of the regular meeting held on February 7, 2017.
2. **PUBLIC HEARING AND FIRST READING OF ORDINANCE NO. 7655 DEFINING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM:**
This is a public hearing and first reading of an ordinance stating the possible incentives, nominating BSA Hospital, LLC as a qualified business and enterprise project and designating a liaison for overseeing Enterprise Projects.
3. **ORDINANCE NO. 7653:**
This is the second and final reading of an ordinance adopting the Community Investment Program (CIP) FY 2016/2017 – FY 2020-2021, which will guide capital investment decisions for the next five-years.
4. **ORDINANCE NO. 7654:**
This is the second and final reading of an ordinance amending the City of Amarillo 2015/2016 Budget, the Colonies Public Improvement District (PID) 2015/2016 Budget, and the Point West PID 2015/2016 Budget.

5. **RESOLUTION – DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT:**

This resolution allows for discussion and consideration of all matters incident and related to declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of a resolution pertaining thereto.

6. **CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS:**

This item is for discussion and consideration of appointments to vacant and expiring positions on Boards and Commissions:

Amarillo Economic Development Corporation
Amarillo-Potter Events Venue District
Bi-City-County Health District Board
Community Development Advisory Committee
Construction Advisory and Appeals Board
Quail Creek Public Improvement District Advisory Board
Traffic Advisory Board

7. **CONSENT AGENDA:**

It is recommended that the following items be approved and that the City Manager be authorized to execute all documents necessary for each transaction:

A. **Award – Website Development and Service Agreement:**

Vision Technology Solutions, LLC -- \$183,655.00

This agreement will provide website redesign services for the City's public facing websites and the employee intranet.

B. **Approval – TxDOT Agreement to Contribute Right-of-Way Funds from FM 2590 to Southwest 9 Avenue:**

Total right-of-way and utility costs estimate -- \$3,672,680.00

Local participation - 10% = \$367,268.00

This item is the initial agreement for the City's participation in the right-of-way procurement and reimbursable utility relocations for the project.

C. **Approval -- Amendment No. 1 to Task Order 13 between RS&H, Inc. and the Rick Husband Amarillo International Airport:**

Amendment No. 1 covers Design and Bid services for Closed Circuit Television and Access Control System upgrades in the amount of \$115,700.00.

MISCELLANEOUS

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

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

Posted this 10th day of February 2017.

Amarillo City Council meetings stream live on Cable Channel 110 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 7th day of February 2017, the Amarillo City Council met at 4:00 p.m. for a work session, and the regular session was held at 5:00 p.m. in the Council Chamber located on the third floor of City Hall at 509 Southeast 7th Avenue, with the following members present:

PAUL HARPOLE	MAYOR
ELISHA DEMERSON	COUNCILMEMBER NO. 1
LISA BLAKE	COUNCILMEMBER NO. 2
RANDY BURKETT	COUNCILMEMBER NO. 3
MARK NAIR	COUNCILMEMBER NO. 4

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

BOB COWELL	INTERIM CITY MANAGER
MICK MCKAMIE	CITY ATTORNEY
BLAIR SNOW	MANAGEMENT ANALYST
FRANCES HIBBS	CITY SECRETARY

The invocation was given by Councilmember Demerson. Mayor Harpole led the audience in the Pledge of Allegiance.

A proclamation was presented for "Better Business Bureau – Recognizing Ethical Business Practices."

Bob Cowell made introductions of new city staff members: the promotion of Chip Orton, Emergency Management Coordinator; Raymond Lee, Public Works Director, and Courtney White, Assistant City Attorney. Mr. Cowell acknowledged Van Hagan, Interim Public Works Director, for his service and upcoming retirement.

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

ITEM 1: Mayor Harpole presented the minutes for January 31, 2017. Motion was made by Councilmember Nair to approve the minutes, seconded by Councilmember Blake, and unanimously carried to approve the minutes.

ITEM 2: Mayor Harpole opened a public hearing and presented the first reading of an ordinance public hearing and first reading of an ordinance adopting the Community Investment Program (CIP) FY 2016/2017 – FY 2020/2021, which will guide capital investment decisions for the next five-years. Mr. Cowell presented the Community Investment Program FY 2016/2017 – FY 2020/2021.

James Schenck, 6216 Gainsborough Street, stated five bond propositions were denied by the voters and he was concerned over the next five years how the City is going to repay the bonds that did pass. Mr. Cowell replied that the voters approved \$110 million in bonds. He further stated debt is paid through property tax authorized by City Council each year. If not approved by City Council some of the projects will not get done. Mr. Cowell stated there were multiple debt instruments available, and they would find the right instrument to borrow the right amount of funds at the right time. James Schenck, 6216 Gainsborough Street, stated City Council has issued Certificates of Obligation in the past and now is requiring another \$300 million over and above the \$110 million over the next five years. Mr. Cowell replied that the CIP was a total of \$418 million over the next five years and any proposed rate increases will be discussed at upcoming budget meetings and considered by future Councils. Allen Finegold, 2601 North Grand Street, suggested the first 20-30 pages of the CIP plan be printed and the entire document also be made available. He further asked about expenditures versus creating new systems and to consider new water rates and frugal water savers. Mr. Cowell replied that the current budget includes a water and sewer rate study. Councilmember Nair asked that

copies be made available at the libraries. Mr. Cowell replied that the first 30-pages would be made available and the entire CIP document will be available on the City's website and at all the libraries. Melody Malouf, 7911 Fenley Drive, asked Council to consider the way utilities are charged and consider usage rates. Jesse Pfrimmer, 5723 South Milam Street, stated he has been a strong advocate of a water rate study. Mayor Harpole closed the public hearing. Motion was made by Councilmember Burkett, seconded by Councilmember Demerson, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7653

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, APPROVING AND ADOPTING THE FIVE-YEAR COMMUNITY INVESTMENT PROGRAM FOR FY 2017-2021; AND MAKING CERTAIN FINDINGS; PROVIDING REPEALER; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 3: Mayor Harpole presented the first reading of an ordinance amending the City of Amarillo 2015/2016 Budget, the Colonies Public Improvement District (PID) 2015/2016 Budget, and the Point West PID 2015/2016 Budget. Ms. Bonner stated the budget audit will be presented at the February 21 Council meeting. Ms. Bonner explained each of the budget amendments. Motion was made by Councilmember Nair, seconded by Councilmember Blake, that the following captioned ordinance be passed on first reading:

ORDINANCE NO. 7654

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2015/2016, AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 4: Mayor Harpole presented the second and final reading of an ordinance rezoning Lot 7, Block 141, Glidden and Sanborn Addition, Section 169, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Light Industrial (I-1) to Multi Family 1 (MF-1). (Vicinity: Madison Street and Northwest 3rd Avenue.) Motion was made by Councilmember Demerson, seconded by Councilmember Burkett, that the following captioned ordinance be passed on second and final reading:

ORDINANCE NO. 7650

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 MADISON STREET AND NORTHWEST 3RD AVENUE, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 5: Mayor Harpole presented the second and final reading of an ordinance rezoning Lot 5, Block 8, Fairview Townsite Unit No. 1, Section 123, Block 2, AB&M Survey, Potter County, Texas, plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 to Residential District 3 with a Specific Use Permit for the placement of a Type B Manufactured Home. (Vicinity: Southeast 6th Avenue and South Dallas Street.) Motion was made by Councilmember Blake, seconded by Councilmember Demerson, that the following captioned ordinance be passed on second and final reading:

ORDINANCE NO. 7651

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 SOUTHEAST SIXTH AVENUE AND SOUTH DALLAS STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 6: Mayor Harpole presented the second and final reading of an ordinance rezoning Lots 5-8, Block 494, Mirror Addition Unit No. 1, Section 155, Block 2, AB&M Survey, Potter County, Texas plus one-half of all bounding streets, alleys, and public ways to change from Residential District 3 (R-3) to Heavy Commercial District (HC). (Vicinity: Interstate 40 and South Houston Street.) Motion was made by Councilmember Burkett, seconded by Councilmember Nair, that the following captioned ordinance be passed on second and final reading:

ORDINANCE NO. 7652

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 INTERSTATE 40 AND SOUTH HOUSTON STREET, POTTER COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

ITEM 7: Mayor Harpole advised that appointments are needed for certain boards and commissions. Motion was made by Councilmember Demerson to appoint Melanie Davidson to the Animal Management & Welfare Board to replace Andrea Slater Gulley, seconded by Councilmember Nair, such term to expire January 6, 2019. Councilmember Burkett stated he would also like to interview Perry Williams for the Amarillo Economic Development Corporation board position. Mayor Harpole asked for the board appointment to be made before February 28 since he will be at Panhandle Days on the 21st.

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

ITEM 8: Mayor Harpole presented the consent agenda and asked if any item should be removed for discussion or separate consideration. There were none. Mr. Cowell stated the Airport has been negotiating the lease agreements with their tenants. The agreements have not been updated for some time. Motion was made by Councilmember Blake to approval of the consent agenda, seconded by Councilmember Burkett.

- A. Purchase – B4 Aggregate (Pre-coated):
Award to low bidder meeting specifications: J. Lee Milligan Inc., -- \$688,187.50
This item awards a contract for purchase of Pre-coated B4 Aggregate, used during the summer for sealcoating of paved streets.
- B. Award – Plumbing and Mechanical Annual Contract:
Awarded on Buyboard to Morrison Supply Company in an amount not to exceed \$746,290.00
This award is to approve a contract for the purchase of the plumbing and mechanical annual contract.

- C. Award – HVAC Filters Annual Contract:
Awarded on Buyboard to Grainger Industrial Supply in an amount not to exceed \$88,000.00
This award is to approve a contract for the purchase of the HVAC filters annual contract.
- D. Award – Unitrends Backup Appliance:
Cima Solutions Group -- \$96,287.25
This purchase will replace an appliance that has been in operation since 2012 while adding additional capacity for City servers.
- E. Approval – Amendment No. 1 to the Airline Use and Lease Agreement:
Parties: Southwest Airlines Co. and Rick Husband Amarillo International Airport:
This item is Amendment No. 1 to the Airline Use and Lease Agreement between Southwest Airlines Co. and Rick Husband Amarillo International Airport. The original agreement was approved for signature at the Amarillo City Council meeting held on September 27, 2016. Amendment No. 1 provides further clarification concerning a minimum space requirement subsequent to the original Airline Use and Lease Agreement.
- F. Approval – Airline Use and Lease Agreement and Amendment No. 1:
Parties: American Airlines, Inc. and Rick Husband Amarillo International Airport
This item is a three-year lease agreement for the use and lease of terminal areas and landing facilities at the Rick Husband Amarillo International Airport. Amendment No. 1 provides further clarification concerning a minimum space requirement to the original Airline Use and Lease Agreement.
- G. Approval – Task Order 23 between RS&H, Inc. and the Rick Husband Amarillo International Airport for Design and Bid Services for Terminal Mechanical System Upgrades in the amount of \$68,915.00:
This Task Order specifically focuses on the Design and Bid services for upgrades that include the replacement of the existing steam boiler system with a new hot water boiler heating system, replacement of the water treatment system for the hot water system, replacement of the domestic hot water heater, and repair of leaking heating hot water piping. These recommendations came out of a Mechanical Assessment dated December 9, 2016.
- H. Approval - Amendment Number Three to Existing Lease for the Amarillo Botanical Gardens:
Amendment Number 3 between the City of Amarillo and the Amarillo Botanical Gardens provides a three-year lease option of additional property located directly to the south of the existing facility to fully fund and construct a Children's Cottage and Garden. This amendment increases the size of the leasehold by 1.162 acres if all terms and conditions are met.
- I. Approval - WIC Nutrition Program Contract for FY2017:
FY2017 Award Not to Exceed: \$1,543,420.00
The FY2017 Women, Infant, and Children's (WIC) Nutrition Program is a pass-through contract from the Department of State Health Services to the City of Amarillo for the period of October 1, 2016 through September 30, 2017.

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

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

Mayor Harpole recognized two Boy Scouts in the audience. Mayor Harpole stated during work session today City Council discussed public forum. They have decided to revamp the public forum beginning next week. They will continue to limit the comments to three minutes but this item will be moved to the beginning of the meeting. Public forum will not go over 30-minutes before the regularly scheduled meeting. He further stated one or two Councilmembers and staff will stay at the conclusion of the regular meeting to meet with other citizens' concerns.

Irma Heras, 1604 South Harrison Street, thanked the generosity of the people of Amarillo. She stated her husband's navy uniform was burned recently and funds were raised to replace his uniform. Ms. Heras also stated they offered their support of Mr. Burkett. Eloy Heras, 1604 South Harrison Street, stated he attends many veteran funerals and knows what the flag means to them. Kit Rudd, 6850 Grande Drive, stated he knew the City was not responsible for a low-barrier shelter, but he would appreciate any support. He stated volunteers are coming together and wanting to make a difference. He further stated his new project was a disabled veteran who cannot get on HUD because he owns property. Jimmy Presley Hammonds, 1514 South Pierce Street, commented on a previous statement made by Mr. Burkett. Mayor Harpole cautioned Mr. Hammonds to be specific to speak on City policies, programs or services and warned him against any personal attacks. Deb Buntzen, 3409 South Rusk Street, stated she was not going to speak until listening to the previous gentleman. The City welcomes immigrants and refugees of all religions and they need the support of all of the people. There were no further comments.

Mayor Harpole advised that the meeting was adjourned.

ATTEST:

Frances Hibbs, City Secretary

Paul Harpole, Mayor

Amarillo City Council Agenda Transmittal Memo



2

Meeting Date	February 14, 2017	Council Priority	Best Practices
---------------------	-------------------	-------------------------	----------------

Department	City Manager's Office
-------------------	-----------------------

Agenda Caption

Public Hearing and Reading of Ordinance _____: A Public Hearing and Reading of an Ordinance defining the City's participation in the Texas Enterprise Zone Program, stating possible incentives, nominating BSA Hospital LLC as a qualified business and an enterprise project and designating a liaison for overseeing Enterprise Projects.

Agenda Item Summary

This item considers an Ordinance detailing the City's participation in the Texas Enterprise Zone Program. Specifically, the ordinance provides language consistent with the program at the State level and identifies several additional local economic incentives the City may be willing to consider for qualified business sites. The proposed changes do not obligate the City to support any specific proposed nominations nor do they commit the City to award of any economic incentives.

The requested action follows a Council workshop held November 8th.

Requested Action

Conduct the Public Hearing and Approve the Ordinance detailing the City's participation in the Texas Enterprise Program

Funding Summary

N/A

Community Engagement Summary

The proposal was the subject of a Council workshop conducted at their meeting on November 8th and will be the subject of a public hearing and two readings.

City Manager Recommendation

Recommend approval of the proposed Ordinance

ORDINANCE NO. 7655

AN ORDINANCE OF THE CITY OF AMARILLO AUTHORIZING THE CITY OF AMARILLO TO PARTICIPATE IN THE TEXAS ENTERPRISE ZONE PROGRAM UNDER THE TEXAS ENTERPRISE ZONE ACT, CHAPTER 2303, TEXAS GOVERNMENT CODE; STATING POSSIBLE INCENTIVES; NOMINATING BSA HOSPITAL, LLC TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT AND TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK FOR DESIGNATION AS A QUALIFIED BUSINESS AND AN ENTERPRISE PROJECT UNDER THE ACT; AND DESIGNATING A LIAISON FOR OVERSEEING ENTERPRISE PROJECTS AND COMMUNICATING WITH INTERESTED PARTIES.

WHEREAS, the City of Amarillo, Texas ("the City") desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the City and to provide employment to residents of those areas:

WHEREAS, the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, as amended, (the "Act") authorizes the designation of enterprise projects within an enterprise zone or, if the requirements of Section 2303.402 (a) (2) of the Act are met, within an area that does not qualify as an enterprise zone;

WHEREAS, under the 2003 amendments to the Act, the Act is now administered by the Office of the Governor Economic Development and Tourism ("OOGEDT") through the Texas Economic Development Bank (Bank"), and provides for refund of state sales and use tax for capital investment with job creation and/or employment retention efforts and programs of qualifying businesses, per Section 2303.504 of the Act:

WHEREAS, with proper notice to the public, a public hearing to consider this ordinance was held on Tuesday, February 14, 2017, during a meeting of the City Council, the Council Chambers, at City Hall, in Amarillo, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the City Council has determined that passage of this Ordinance would best serve public health, necessity, and convenience and the general welfare of the City and its citizens.

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

SECTION 1. As required by Section 2303.4051 (b) of the Act, the City's local incentives possible in each area within an enterprise zone and in each area not in an enterprise zone are identified and summarized briefly in the attached Exhibit A; and at least one of the local incentives is unique to the enterprise zone area. The City is in full compliance with the Act.

SECTION 2. The City finds that BSA Hopsital, LLC. ("BSA") is not located in a state qualified Enterprise Zone (distressed county). The City further finds that BSA meets the criteria for designation as an enterprise project under the Act on the following grounds:

(a) BSA is a "qualified business" under Section 2303.402 of the Act because it is engaged in the active conduct of a trade or business at a qualified business site and at least thirty-five (35%) percent of its new employees at the qualified business site will be residents of an enterprise zone in this state or economically disadvantaged individuals or Veterans:

(b) The BSA project is qualified under Section 2303.404 of the Act because (1) it involves an expansion, renovation, or new construction (2) it will be completed within a predetermined period not to exceed five years: and (3) BSA maintains separate books and records for the Amarillo operations;

(c) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the jurisdiction of the City;

(d) The designation of BSA as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area in which the enterprise project will be located; and

(e) BSA qualifies for job retention benefits under Section 2303.406(a)(4)(D) because BSA has clearly demonstrated that the business is able to employ individuals in accordance with Section 2303.402.

SECTION 3. BSA qualifies as an Enterprise Project as defined in Section 2303.407(b)(4) of the Act because BSA will be making a capital investment in a project in excess of five million dollars (\$5,000,000). The City finds that it is in the best interest of the City to nominate BSA as an Enterprise Project under the Act, so that BSA may receive refund of state sales and use tax, per Section 2303.504 of the Act.

SECTION 4. Accordingly, the City hereby nominates BSA as an Enterprise Project under the Act. The City designates the City Manager or his designee as liaison to oversee enterprise projects nominated by the City and to perform the other duties described in Section 2303.204 of the Act. Further, the City Manager or his designee is authorized and directed to file an application requesting designation of BSA as an Enterprise Project with the Bank, and to execute all documents and agreements necessary to process the application, including that required by Section 2303.4052 of the Act.

SECTION 5. The City finds that BSA meets the criteria for tax relief and other incentives adopted by the City and that BSA will be located wholly within the qualified business site and will retain and create jobs and increase economic activity and stability. As required by Section 2303.4051(c)(2) of the Act, the City's local incentives, including tax incentives that at the election of the City Commission, may be made available to BSA, the nominated project, are identified and summarized briefly in the attached Exhibit.

SECTION 6. Upon approval of the Bank, the Enterprise Project will be named BSA Hospital, LLC ("Project").

SECTION 7. The Enterprise Project designation must be for a predetermined designation period approved by the Bank, with a beginning date and ending date for the Project: and the designation period for the Project may not exceed five (5) years from the date on which the designation is made, as required by Section 2303.404 of the Act. BSA and the City request that the Bank approve December 1, 2016, as the beginning date and December 1, 2021, as the ending date of the Project.

SECTION 8. The enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 14th day of February, 2017: and PASSED on Second and Final Reading the 21st day of February 2017.

Paul Harpole, Mayor

ATTEST:

APPROVED AS TO FORM:

EXHIBIT A
Incentives that may be offered by the City of Amarillo

	Name of Incentive	Description of Incentive	Availability
1	Local sales and use tax refund	The City may refund the amount of tax paid under the Municipal Sales and Use Tax (Texas Tax Code, Chapter 321) by the business and remitted to the Comptroller of Public Accounts up to the maximum extent authorized by Sections 2303.505 and 2303.506 of the Act, and for a period determined by the City, but which shall not exceed (5) years.	Enterprise Zone Projects / Enterprise Zone areas on a Case-by-Case Basis
2	Tax abatement	The City may abate taxes on the increase in value of real property improvements and tangible personal property that locate in a designated enterprise zone.	City-wide
3	Low-interest loans	The City may offer low-interest loans to develop or revitalize the zone.	City-wide
4	Impact/Inspection fee exemptions or waivers	The City may waive or refund any and all applicable fees due or paid.	City-wide
5	Capital infrastructure improvements in water and sewer facilities	The City may provide infrastructure improvements for industries.	City-wide
6	Streamlined permitting	The City may allow permit applications and supporting materials to be tendered to one department for distribution to the appropriate city departments.	City-wide
7	Special Public Transportation Routes or Reduced Fares	The City may provide transportation programs that benefit the zone.	City-wide
8	Improved fire and police protection	Safety and protection of city residents.	City-wide
9	Community crime prevention programs	Neighborhood Watch Program	City-wide
10	Road repair	The City is responsible for maintaining and repairing all public streets and alleys inside city limits.	City-wide
11	Low-interest loans for housing rehabilitation or new construction	Encourage home ownership for city residents.	City-wide
12	Provision of publicly owned land for development purposes	Strategic sustenance and growth for the city.	City-wide
13	Job training and employment services	Offered in conjunction with Amarillo College.	City-wide
14	Retraining program	Offered in conjunction with Amarillo College.	City-wide
15	Literacy and employment skills program	Offered in conjunction with Amarillo College and public school districts.	City-wide
16	Vocational education	Offered in conjunction with Amarillo College and public school districts.	City-wide

17	Cash Grants	Offered by Amarillo Economic Development Corporation.nle	City-wide
18	Chapter 380 Property Tax Rebate	The City may provide all or a portion of annual property tax collections toward the reimbursement for infrastructure or other development obstacle.	City-wide
19	Freeport Exemption	The City offers a Freeport Exemption.	City-wide
20	Tax Increment Financing	The City may use Tax Increment Financing to finance public infrastructure improvements.	City-wide
21	Economic Development Sales Tax (4A) Contribution	The City has adopted an economic development sales tax which it may use to provide incentives or reimbursement for infrastructure or other development obstacle.	City-wide
22	Other Tax Deferrals, Tax Refunds or Tax Incentives	The City may provide tax incentives.	City-wide
23	Zoning Changes / Variances	The City may amend the zoning ordinances of the municipality to promote economic development.	City-wide
24	Building Code Exemptions	The City may provide regulatory relief to businesses, including exemptions from unnecessary building code requirements, impact fees, or inspection fees.	City-wide
25	Creation or Improvement of Parks	Maintain healthy lifestyle for City residents.	City-wide
26	Transfer Abandoned Housing to Individuals or Community Groups	The City may offer as an incentive a waiver against property abandonment cost or a consideration of land exchanges.	City-wide
27	Use of Surplus School Buildings for Incubators	Where applicable, the City may provide for the use of these facilities.	City-wide
28	One-Stop Permitting, Problem Resolution Center or Ombudsmen	The City may provide regulatory relief to businesses, including one-stop permitting.	City-wide
29	Promotion and Marketing Services	Offered by Amarillo Economic Development Corporation.	City-wide
30	Customized Job Training	Offered in conjunction with Amarillo College and public school districts.	City-wide

EXHIBIT B
Incentives that could be considered and offered by the City of Amarillo to
Nominated Texas Enterprise Zone Projects

	Name of Incentive	Description of Incentive	Availability
1	Exhibit A	On a case-by-case basis.	Enterprise Zone / Where Applicable / City-wide

Amarillo City Council Agenda Transmittal Memo



Meeting Date	February 14, 2017	Council Priority	Best Practices and Infrastructure
---------------------	-------------------	-------------------------	-----------------------------------

Department	City Manager's Office
-------------------	-----------------------

Agenda Caption

Second Reading of an Ordinance Adopting the Amarillo Community Investment Program (CIP) FY16/17-FY20-21

This item is a second reading of an ordinance adopting the City's CIP which will guide capital investment decisions for the next five years

Agenda Item Summary

This item considers an Ordinance adopting the City's 5-year CIP which will guide capital investments over the next five years including allocation of proceeds from debt issued based on authorization by the voters in the November 2016 election.

The requested action follows more than one year of community workshops, multimedia outreach, several Council workshops and presentations and an election on bond propositions.

Requested Action

Approve the Ordinance adopting the CIP

Funding Summary

See the CIP document and the approved FY16/17 annual budget

Community Engagement Summary

Extensive community outreach, workshops, multi-media presentations, Council workshops, and an election.

City Manager's Recommendation

Recommend approval of the proposed Ordinance

1/31/17

ORDINANCE NO. 7653

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, TEXAS, APPROVING AND ADOPTING THE FIVE-YEAR COMMUNITY INVESTMENT PROGRAM FOR FY 2017-2021; AND MAKING CERTAIN FINDINGS; PROVIDING REPEALER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City Council of the City of Amarillo, Texas, has directed the City staff to prepare and present a statement of capital projects planned for the next succeeding five (5) fiscal years, with estimates of their cost; and

WHEREAS, the Interim City Manager has presented in detail to the City Council a proposed Community Investment Program (CIP) for Fiscal Years 2017 through 2021: and

WHEREAS, the City Council has considered the input of the public and the recommendations of its staff and hereby determines it to be in the public interest to adopt a five-year Community Investment Program for Fiscal Years 2017 through 2021 to service the public health, safety and general welfare of the citizens; and

WHEREAS, a copy of the Community Investment Program for Fiscal Years 2017 through 2021 has been made available for public review and the City Council desires to adopt the Program; and

WHEREAS, the FY 2017-2021 Community Investment Program provides a general framework to guide project planning and financing over a five-year period; and

WHEREAS, the FY 2017-2021 Community Investment Program is based on general priorities and available financing as can be anticipated at the present time; and

WHEREAS, it is the intention of the City Council that the Community Investment Program will be updated annually and include five years of planned and affordable projects while considering projects that have been completed in the prior fiscal year.

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

SECTION 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

SECTION 2. The certain compilation identified as the Proposed Community Investment Program for Fiscal Years 2017 through 2021, a copy of which is attached hereto, is hereby incorporated in full by this reference and is hereby adopted as the five-year Community Investment Program for the City of Amarillo, Texas.

1/31/17

SECTION 3. The Community Investment Program will be updated each year to recognize changes in the Program as the result of completed projects, changes in project cost and current financing capability of the City.

SECTION 4. The first year of the Community Investment Program will be adopted each year as the Community budget for the current fiscal year through the annual budget ordinance.

SECTION 5. Repealer. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

SECTION 6. Effective Date. This ordinance shall become effective on and after its passage.

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading this the 7th day of February 2017; and **PASSED** on Second and Final Reading the 14th day of February 2017.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney



Amarillo City Council Agenda Transmittal Memo



Meeting Date	2/14/2017	Council Priority	N/A
---------------------	-----------	-------------------------	-----

Department	Finance
-------------------	---------

Agenda Caption

Ordinance – Amendment to the City of Amarillo 2015/2016 Budget, the Colonies Public Improvement District (PID) 2015/2016 Budget, and the Point West PID 2015/2016 Budget

Agenda Item Summary

This is the second reading of an ordinance to amend the City of Amarillo 2015/2016 Budget, specifically the Compensated Absences 2015/2016 budget. This ordinance also amends the Colonies PID 2015/2016 Budget and the Point West PID 2015/2016 Budget.

The Colonies PID Board met on 2/6/17 and recommends approval of their budget amendment and the Point West PID Board met on 2/7/17 and recommends approval of their budget amendment.

Requested Action

Approval of the ordinance amending the Compensated Absences Fund 2015/2016 budget, the Colonies PID 2015/2016 Budget, and the Point West PID 2015/2016 Budget.

Funding Summary

N/A

Community Engagement Summary

N/A

City Manager Recommendation

Recommend approval of this item.

ORDINANCE NO. 7654

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMARILLO, ADOPTING THE BUDGET AMENDMENTS PERTAINING TO THE FISCAL YEAR 2015-2016, BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City ordinance requires City Council to approve a budget amendment and upon approval such amendment shall become an attachment to the original budget; and

WHEREAS, a budget amendment has been prepared for certain appropriations and expenditures in the 2015-2016 budget and submitted to the City Council for approval and a true and correct copy is attached hereto as Exhibit "A".

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

SECTION 1. Pursuant to City ordinance, a budget amendment attached as Exhibit "A" is hereby authorized and approved for the fiscal year 2015-2016.

SECTION 2. That this ordinance shall be effective on and after its adoption;

INTRODUCED AND PASSED by the City Council of the City of Amarillo, Texas, on First Reading the 7th day of February 2017; and PASSED on Second and Final Reading the 14th day of February 2017.

Paul Harpole, Mayor

ATTEST:

Frances Hibbs, City Secretary

APPROVED AS TO FORM:

William M. McKamie, City Attorney

EXHIBIT "A"

1. **Compensated Absences Fund**
 - Revenue Budget, Account 31100.37110 Interest Income = \$60,000 reduction
 - Expenditure Budget, Account 31100.41100 Salaries and Wages = \$160,000 addition

2. **The Colonies PID expenditure budget ****
 - Account 27300.51450 Botany & Agriculture \$11,500
 - Account 27300.53200 Water and Sewer \$20,000
 - Account 27300.62015 PID Management Fees \$13,500
 - Total = \$45,000.00 addition

3. **Point West PID expenditure budget****
 - Account 27510.67600 Temporary Labor = \$10,000 addition

**** These amendments have been approved by the Board of Directors of the respective Public Improvement Districts**

Amarillo City Council Agenda Transmittal Memo



Meeting Date	February 10, 2017	Council Priority	
---------------------	-------------------	-------------------------	--

Department	City Manager
-------------------	--------------

Agenda Caption

RESOLUTION DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT

Discussion and consideration of all matters incident and related to declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of a resolution pertaining thereto.

Agenda Item Summary

This resolution authorizes the City to reimburse out of the Certificate of Obligation Series 2017 bond proceeds for certain capital expenditures. The City has made the first payment to Motorola associated with the public safety radio contract. This resolution authorizes the City to reimburse out of bond proceeds the amounts paid for this invoice

Requested Action

Council consideration and approval of the resolution.

Funding Summary

N/A

Community Engagement Summary

The public safety two-way radio communications system project and funding source was reviewed during the 2015/2016 City Council budget process. At the October 25, 2016 Council meeting the City Manager's Department presented to Council the Capital Improvement Program including a review of the public safety radio system with the proposed funding source. On December 6, 2016 the City Council approved a resolution authorizing the City of Amarillo publication of a notice on intention to issue Certificates of Obligation. On January 24, 2017 the City council authorized the sale of the Certificates of Obligation, Series 2017.

Staff Recommendation

Staff recommendation is to approve the resolution.

RESOLUTION NO. 02- 14-17- _____

A RESOLUTION OF THE AMARILLO CITY COUNCIL, DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT.

WHEREAS, the City of Amarillo, Texas (the "Issuer") intends to issue debt for acquiring a two-way radio communications system for the public safety department of the Issuer (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt;

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE ISSUER THAT the Issuer reasonably expects to reimburse capital expenditures with respect to the Project with proceeds of debt hereafter to be incurred by the Issuer, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$6,940,000.

PASSED AND APPROVED this the _____ day of February, 2017.

CITY OF AMARILLO, TEXAS

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

Mick McKamie, City Attorney

Amarillo City Council

Agenda Transmittal Memo



A

Meeting Date	February 14, 2017	Council Priority	N/A
---------------------	-------------------	-------------------------	-----

Department	Information Technology
-------------------	------------------------

Agenda Caption

Award – Website Development and Service Agreement:
Vision Technology Solutions, LLC -- \$183,655.00

This agreement will provide website redesign services for the City's public facing websites and the employee intranet.

Agenda Item Summary

The intended scope of this project is to redesign the City's main website at www.amarillo.gov, all sub-domains such as police.amarillo.gov, fire.amarillo.gov, etc., and advanced sub-sites for airport.amarillo.gov, panhandletickets.com, amarilociviccenter.com, and amarillolibrary.org.

Requested Action

Approval of award to Vision Technology Solutions, LLC in the amount of \$183,655.00.

Funding Summary

This purchase will be funded from job 620063 (I.T. Operations).

Community Engagement Summary

The project will include surveys to City employees and residents, as well as user testing and analysis. The vendor will utilize this information, along with web analytics, to identify the right kind of content for the site as well as where to place the content.

Staff Recommendation

Staff recommends approval of award.



master services agreement

for The City of Amarillo

This Master Services Agreement ("**Agreement**") is made and entered into effective as of the date of the last signature below (the "**Effective Date**") by and between Vision Technology Solutions, LLC dba VISION ("**Contractor**"), and the customer which is a signatory hereto ("**Client**"). Client and Contractor are sometimes individually referred to as a "**Party**" and collectively as the "**Parties**."

1. Services. This Agreement (which includes and incorporates the Addendum(s) attached hereto and Contractor's acceptable use policy ("**AUP**") posted at www.visioninternet.com/legal) sets forth the entire terms and conditions by which Contractor will deliver and Client will receive any and all of the services provided by Contractor, including one or more of the following: website development, visionLive™ subscription services, and/or other extra work and services (collectively, the "**Services**"). This Agreement is intended to cover any and all Services ordered by Client and provided by Contractor. Contractor will provide Services to Client as requested by Client and as set forth in the applicable Addendum(s) in exchange for payment of related fees specified in such Addendum(s), and compliance with the terms and conditions of this Agreement, and compliance with Contractor's AUP as such policy may change from time to time.

1.1. Website Development Services. Contractor agrees to provide website development services, as more particularly described in Addendum A, in exchange for payment of fees and compliance with the terms and conditions of this Agreement.

1.1.1. Client understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 9, 10, and 11, and the latest released versions at the time of Completion of: Firefox, Chrome, and Safari. Website backend will be compatible with Internet Explorer 9, 10, and 11, and the latest released version of Chrome and Firefox at the time of Completion. Website may not be compatible with previous or future versions. Website backend will be optimized for 1024 x 768 pixels resolution or above. Client understands and agrees that the website will be developed with Hypertext Markup Language ("**HTML**"), CSS, JavaScript, and Microsoft ASP.NET ("**MS-ASP**") interfaced with a database created in Microsoft SQL Server ("**MS-SQL**"). Client understands and agrees that the website is developed to run on a Microsoft Windows Server 2012 ("**MS-Server**"), or later. Responsive Website Design with visionMobile Designer™ mobile browsers will be compatible with the latest released versions at the time of Completion of iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer, but may not be compatible with previous or future versions. Client is responsible for the costs of all software licensing. All of the web browsers listed in this section, and any others added by Contractor at its discretion are herein referred to collectively as the "**Supported Web Browsers**".

1.1.2. Contractor will design the website frontend navigation and graphic design to be generally compliant with WCAG 2.0 A. Client further understands and agrees that content, website backend, and third-party tools may not be compliant with Section 508 or WCAG 2.0.

1.2. visionLive™ Subscription Services for Main Website. Contractor agrees to provide Hosting Services, Support Services, and VCMS Licensing Services (collectively "**Subscription Services**") to the Client for its main website in exchange for payment of fees and compliance with the terms and conditions of this Agreement. As used throughout this Agreement, "**VCMS**" shall mean Vision Content Management System™, also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool.

1.2.1. Subscription. Contractor will provide Client a subscription to access and use the VCMS.

VCMS Licensing Services include:

- (a) Functional enhancements to VCMS components.



- (b) New VCMS Interactive Components that may be released from time to time by Contractor.
- (c) Bug fixes to the VCMS code.
- (d) Updates to provide compatibility to future versions of Supported Web Browsers within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

VCMS Licensing Services do not include:

- (a) Optional Interactive Components.
- (b) Modules, Programs, or Software Applications.
- (c) Conversion to new platforms.
- (d) Modification of third-party products.
- (e) Compatibility with Client's third-party products.
- (f) Website design services.
- (g) New Products. Contractor may from time to time release new software with capabilities substantially different from or greater than the VCMS and which therefore do not constitute System Updates or New VCMS Interactive Components.
- (h) All other services not expressly provided for in this Agreement and its applicable Addendum(s).

1.2.2. Support Services. Support Services is defined as technical support, account management, and education and training for the VCMS; provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time, Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes.

1.2.3. Site Improvement Credits. Thirty site improvement credits specified under Addendum B will be available beginning the second year of the Agreement and every year thereafter within the Initial Term. Any unused hours in a given year may be carried over to the following year within the Initial Term. Site improvement credits expire at the end of the Initial Term and will not carry over beyond the Initial Term.

1.2.4. Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Agreement. Any changes, alterations or modification requested by the Client to its website and/or intranet may be subject to a fee to be quoted by a Contractor representative at the time of the request. Client may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. Client may not, during the Initial Term (defined below) or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. Client acknowledges that the Subscription Services may be modified or improved because of the dynamic nature of technology. Contractor may, from time to time, make minor modifications to the Subscription Services, as a whole or any part thereof. Such minor modifications may be implemented at any time and without notice to Client. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.

1.3. visionLive™ Subscription Services for Intranet. Contractor agrees to provide **Subscription Services** to the Client for its intranet in exchange for payment of fees and compliance with the terms and conditions of this Agreement.

1.3.1. Subscription. Contractor will provide Client a subscription to access and use the VCMS.

VCMS Licensing Services include:

- (a) Functional enhancements to VCMS components.
- (b) New VCMS Interactive Components that may be released from time to time by Contractor.



- (c) Bug fixes to the VCMS code.
- (d) Updates to provide compatibility to future versions of Supported Web Browsers within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

VCMS Licensing Services do not include:

- (a) Optional Interactive Components.
- (b) Modules, Programs, or Software Applications.
- (c) Conversion to new platforms.
- (d) Modification of third-party products.
- (e) Compatibility with Client's third-party products.
- (f) Website design services.
- (g) New Products. Contractor may from time to time release new software with capabilities substantially different from or greater than the VCMS and which therefore do not constitute System Updates or New VCMS Interactive Components.
- (h) All other services not expressly provided for in this Agreement and its applicable Addendum(s).

1.3.2. **Support Services.** Support Services is defined as technical support, account management, and education and training for the VCMS; provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time, Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes.

1.3.3. **Site Improvement Credits.** Fifteen site improvement credits specified under Addendum B will be available beginning the second year of the Agreement and every year thereafter within the Initial Term. Any unused hours in a given year may be carried over to the following year within the Initial Term. Site improvement credits expire at the end of the Initial Term and will not carry over beyond the Initial Term.

1.3.4. Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Agreement. Any changes, alterations or modification requested by the Client to its website and/or intranet may be subject to a fee to be quoted by a Contractor representative at the time of the request. Client may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. Client may not, during the Initial Term (defined below) or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. Client acknowledges that the Subscription Services may be modified or improved because of the dynamic nature of technology. Contractor may, from time to time, make minor modifications to the Subscription Services, as a whole or any part thereof. Such minor modifications may be implemented at any time and without notice to Client. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.

1.3.5. **No Hosting Services.** Contractor is not providing Hosting Services. Client to provide Hosting Services on its own infrastructure with the following minimum requirements:

Web Server

- (a) Dual processors with quad cores at minimum 2.8 GHz CPU
- (b) Minimum 6 GB RAM
- (c) Minimum 40 GB Hard Drive
- (d) Windows Server 2012 with the latest service pack

Database Server

- (a) Dual processors with quad cores at minimum 2.8 GHz CPU
- (b) Minimum 8 GB RAM



- (c) Minimum 80 GB Hard Drive
- (d) Windows Server 2012 with the latest service pack
- (e) Microsoft SQL Server 2012 with the latest service pack

The Web Server and Database Server ("Servers") can either be separate or reside in the same machine; provided, however, that if the Servers are on the same machine, the minimum requirements are dual processors with Quad cores and at least 2.8 GHz CPU and 8GB RAM. For better performance, we recommend dual processors with Quad cores and 3.0 GHz CPU and above. Except as expressly set forth in this Agreement, it is Client's responsibility to host and maintain the website and make back-ups of all hosted files.

Contractor will assist Client with setting up the website on Client server. A flat rate of \$475 will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the technical support hourly rate.

2. Subsequent Extra Work/Other Services. Additional services not initially covered in this Agreement (including the Addendum referenced above) and extra hours will be presented to Client for approval prior to commencement of work ("**Extra Work**"). Extra Work will be set forth in an amendment to this Agreement signed by the Parties and designated as Addendum C-1, C-2, etc., as applicable, and such Addendum shall become part of this Agreement when executed by both parties. Such addendum will be billed at Contractor's then prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. Client shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours for support services unrelated to the website being down for more than ten (10) minutes will be subject to a minimum fee of \$135.

3. Ownership; Limited Licensing of Intellectual Property.

3.1. Designs. Upon payment in full of the website development fees provided under Addendum A, Contractor grants a non-exclusive, non-transferrable, and perpetual license for Client to reproduce, modify or create derivative works for its own use, public display, and use any and all of Contractor's copyrights in the homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the "**Contractor Designs**") embodied in Client's website, which are prepared or caused to be prepared by Contractor under this Agreement. The Contractor Designs provided under this Agreement is licensed and not sold. Client understands and agrees that the Contractor Designs as a whole is an original work of authorship by Contractor and that Contractor shall retain all rights, title, and interests therein. Contractor retains its right to use any web pages developed for the Client in any of its own promotional materials as examples of its work.

3.2. Vision Content Management System™. Contractor also grants Client a limited, non-exclusive, and non-transferrable subscription to access and use one instance of the VCMS and Dynamic and Interactive Components of the VCMS to the extent necessary for the Client's use and operation of its main website and intranet; provided, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. The VCMS provided under this Agreement is not for sale, and Client understands and agrees that Contractor shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Contractor intellectual property not provided for in this Section.

3.3. Rights Regarding Content. Each Party warrants that it holds all rights and/or licenses necessary to display all of the images, data, information or other items supplied by such Party and being displayed on the Client's web pages during the effective period of this Agreement. Contractor agrees that Client will retain ownership of all information and content (including Client provided logos and images) owned exclusively by Client and provided by Client for use on its website. Client shall supply all necessary information to Contractor in a timely manner in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics. Contractor is not responsible for content migrated by Client or any third party. Client expressly authorizes Contractor to display and/or modify any Client



supplied images, data, information and other items in connection with the services provided herein.

4. Limited Warranty. Contractor warrants that website development and/or custom programming deliverables will be conveyed to Client upon transfer of the website to the production server with a public Internet Protocol address ("**Completion**"). All VCMS programming code developed by Contractor is warranted to be free of any material errors or bugs that prevent the code from performing as originally intended ("**Warranted Problem**"); provided, however, Client does not (1)(a) modify the VCMS or (1)(b) use the VCMS in combination with any third-party system not authorized by Contractor, and (2) maintains a visionLive™ Subscription in accordance with this Agreement. In the event of breach of the limited warranty in this Section, Client's sole remedy and Contractor's entire liability shall be limited to Contractor's correction of the Warranted Problem. Except as expressly set forth above, CONTRACTOR MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS OF THE SERVICES FOR A PARTICULAR PURPOSE WHATSOEVER, AND USE OF THE SERVICES OR ANY INFORMATION THAT MAY BE OBTAINED THERE FROM IS AT CLIENT'S OWN RISK AS THE SERVICES ARE PROVIDED TO CLIENT ON AN "AS IS" BASIS. In no event, at any time, shall the aggregate liability of Contractor under this Agreement or otherwise exceed the amount of fees paid by Client to Contractor in the most recent twelve months, and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused. Contractor does not warrant any connection to, transmission over, nor results of use of, any network connection or facilities provided, nor any third-party applications and software obtained by, for, or on behalf of Client. Contractor assumes no responsibility for any damages suffered by the Client, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, or service interruptions of any kind. Client acknowledges that the information available through the interconnecting networks may not be accurate. Contractor has no ability or authority over the material. In addition, Contractor has no liability for the quality, accuracy, or validity of the data/information gathered from the Internet. Use of information gathered through the use of Contractor services is at the risk of the Client.

5. Invoices. Contractor will submit itemized invoices to Client for the payments required by the applicable Service(s), and all invoices will be due and payable within 30 days. Payments not received by Contractor 30 days after the date of the invoice will be considered delinquent. Returned checks are subject to a charge of \$25.00. Client agrees to be liable for all costs of collection of any delinquent invoices including, but not limited to, collection agency fees, reasonable attorneys' fees, and court costs.

5.1. Website Development

5.1.1. Price. Client agrees to pay and Contractor agrees to perform Website Development services for \$183,655.00.

5.1.2. Payment. Contractor will submit itemized invoices to Client for the payments required by this Section, and all invoices will be due and payable within 30 days:

- (a) An initial payment equal to 40% of the total cost;
- (b) A payment equal to 20% of the total cost upon Contractor's delivery of the draft homepage design concept(s) to the Client;
- (c) A payment equal to 20% of the total cost upon implementation of the main website into the VCMS on a Contractor-hosted development server; and
- (d) A payment equal to 20% of the total cost upon Completion; provided, however that Client has completed training. If Client has not completed training, then Contractor shall invoice Client at the earlier of: (i) completion of training, or (ii) 21 days after Completion.

5.2. Non-Contractor Hosting. If Contractor is not providing hosting services then, at Client's request, Contractor will assist Client with setting up the website on Client's server. A flat rate of \$475 for up to four hours of Technical Support will be charged for assistance in setting up the website according to Contractor's Standard Hosting Procedure. Any additional work will be billed at the Technical Support hourly rate.

5.3. Subscription Fees. All Subscription Services provided for the Client during the first year of the Agreement shall be at no cost to Client. Contractor shall invoice Client \$36,200.00 per year beginning the second year of this Agreement, which rate shall be increased by five percent (5%) per year, for each year of the Agreement Term, and any and



all renewal terms. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices are due and payable by Client within 30 days. Websites and/or Contractor-hosted intranets exceeding their storage allowance shall be subject to an additional monthly fee of \$50 per 5GB increment. Each Advanced Subsite exceeding 10 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment. Each Basic Subsite exceeding 5 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment.

6. Contractor's Mark. Client agrees that Contractor may place in the website footer an unobtrusive text link reading "Created by Vision" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

7. Indemnity.

7.1. Indemnification of Contractor. Client will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all Costs resulting from any claim of injury to person, damages to property, or monetary damages arising out of Client's negligence or intentional misconduct or failure to perform obligations under this Agreement.

7.2. Intellectual Property Indemnity. Contractor will defend, hold harmless and indemnify Client against any third-party action, suit, or proceeding ("**Claims**") for infringement or alleged infringement of any United States' letters patent, trademark, or copyright ("**Intellectual Property**") contained in Contractor's VCMS provided under this Agreement. Notwithstanding the foregoing, Contractor shall have no defense or indemnity obligations for Intellectual Property modified by a party other than Contractor, for Intellectual Property modified in accordance with Client's specifications or instructions, or Claims of infringement based on Client's other products or other third-party products.

8. Timing. Estimated times are included for convenience. Actual times will vary depending on Client interaction and participation. However, the Parties agree to reasonably cooperate with one another in all respects including, if applicable, in the construction and design of the website in a timely manner.

9. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California, excluding choice of law provisions thereof. Any cause of action of Client with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. The Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("**UCITA**"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of its applicability pursuant to its provisions. In the event a judicial proceeding is necessary, except for permitted equitable relief, the sole forum for resolving disputes arising under or relating to this Agreement are the State and/or federal district courts located in the State of Texas, and all related appellate courts, and the parties hereby consent to the jurisdiction of such courts, and that venue shall be in the State of Texas. Each party hereto waives any right to challenge or move the foregoing designated jurisdictions and venue on grounds of inconvenient forum. Service of process may be made in any manner provided for by applicable law.

10. Modification and Waiver.

10.1. Modification. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties.

10.2. Waiver. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall be in writing and shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

10.3. Conduct. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement, except as expressly stated herein.

11. Confidentiality. To the extent permitted by law, Contractor's Confidential Information shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of Client, and shall be used only in furtherance of the Services provided under this Agreement. As used in this Agreement, the term "**Confidential Information**" means (a) proprietary information of Contractor, (b) information marked or designated by



Contractor as confidential, (c) information, whether or not in written form and whether or not designated as confidential, that is known to the Client as being treated by Contractor as confidential, or (d) information provided to Contractor by third parties that Contractor is obligated to keep confidential. Confidential Information includes, but is not limited to, all files, writings and documents, recordings, including without limitation all information contained therein, all extractions, notes, compilations and summaries prepared or derived therefrom, copyrights, trademarks, service marks, patents, trade secrets, programs, source code, object code, demos, demonstrations (whether in written, oral, graphic, encoded, encrypted, tangible, or intangible forms, in any media whatsoever) including without limitation demonstrations, know-how, techniques, designs, specifications, drawings, compilations, diagrams, models, samples, flow charts, computer programs, and codes.

12. Merger and Integration. This Agreement supersedes all other written or oral agreements, proposals or understandings with regard to the Services provided for herein.

13. Interpretation. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties. In the event of conflict between an attachment and the terms and conditions of this Agreement, then the following hierarchy of interpretation shall govern:

- 13.1. Terms and conditions of this Agreement;
- 13.2. Final cost and scope of work under Addendum A;
- 13.3. Contractor's response to Client's request for RFP, RFQ or RFI;
- 13.4. Client's RFP, RFQ, or RFI.

14. Counsel. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. As a result, the Parties do not believe that any presumption relating to the interpretation of contracts against the drafter of any particular clause should be applied in this case and therefore the Parties knowingly and freely waive its effects. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

15. Prevailing Party. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party prevailing shall be entitled to reasonable attorney's fees and court and expert costs incurred by reason of such action.

16. Independent Contractor Relationship. The relationship of Contractor, including, without limitation, its employees and subcontractors) with Client is that of an independent contractor and nothing in this Agreement and/or any Addendum shall be construed to create a partnership, joint venture, or employer-employee relationship. Contractor acknowledges and agrees that neither it, nor any of its employees or subcontractors, is or shall be an agent of Client and none of the foregoing is or shall be authorized to make any representation, contract, or commitment on behalf of Client.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

18. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

19. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.



20. Headings. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

21. Survival. The terms and conditions of Sections 4 (Limited Warranty), 7 (Indemnity), 9 (Governing Law & Venue), 11 (Confidentiality), 15 (Prevailing Party), 21 (Survival) and 24 (No Hire) shall survive any termination or expiration of this Agreement.

22. Cooperative Programs. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

23. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

24. No Hire. During the period Contractor provides any Services to Client and for one (1) year thereafter, Client shall not, directly or indirectly, solicit or offer to hire, hire, or retain as an employee or contractor persons employed or retained then or within the preceding six (6) months by Contractor (or any of its affiliates), without Contractor's prior written consent in each instance; provided, nothing contained herein shall prevent employment of any person who responds to a general media advertisement or non-directed search inquiry, or who makes an unsolicited contact for employment. If Client violates this Section and hires or retains any such person(s), then Client shall immediately pay to Contractor, as liquidated damages, an amount equal to the annual gross compensation (including all salary, commissions, and bonuses, whether paid in cash, equity or otherwise) paid to or earned by the applicable person(s) in the preceding twelve-month period.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party hereto, except that Contractor may assign this Agreement without Client's consent to an "**Affiliate**" of Contractor or in connection with an acquisition of Contractor, merger (whether Contractor is the surviving or disappearing entity) or consolidation of Contractor with another entity, or in connection with the sale, assignment, or majority transfer of any stock, membership or other ownership interest in Contractor. "**Affiliate**" shall mean (a) a domestic entity formed, existing and governed pursuant to the laws of one of the fifty (50) states of the United States of America (or the District of Columbia) controlling, controlled by, or under common control with Contractor.

26. Term. This Agreement will remain in effect for 5 years from the Effective Date ("**Initial Term**"). Thereafter, it will renew for successive 1 year periods, unless either Party refuses such renewal by written notice 30 or more days before the end of the current term.

26.1. Termination for Cause. This Agreement may also be terminated by the non-breaching party for cause in the event of a material breach of this Agreement or failure to substantially perform obligations; provided, however, that the non-breaching party has given notice to the defaulting party, which fails to cure the default within 30 days after such notice.

26.2. Non-Appropriation of Funds. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then Client, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the Client, except the Client shall pay to the Contractor a sum of money equal to the work completed.

26.3. Obligations upon Termination. Client shall permanently delete all copies of the VCMS upon termination of this Agreement. Client shall have thirty (30) days after termination of this Agreement to export Client content to its server or systems. At Client's request, Contractor will assist Client with exporting Client content to Client's server or system, which shall be treated as Extra Work.

27. Notices. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail,



postage prepaid, to each Party as follows:

Client

Name: _____
Address: _____
Phone: _____
Email: _____
Fax: _____

Contractor

Name: Associate Counsel, Commercial Contracts
Address: 222 N. Sepulveda Blvd., Suite 1500, El Segundo, CA 90245
Phone: (310) 656-3100
Email: contracts@visioninternet.com
Fax: (310) 656-3103

28. Insurance. Contractor shall maintain the following insurance policies during the Term of this Agreement:

28.1. Commercial General Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate.

28.2. Professional Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Professional Liability (Errors & Omissions) Insurance with a limit of not less than \$1,500,000 per occurrence.

28.3. Business Automobile Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all non-owned and hired automobiles.

28.4. Workers Compensation. CONTRACTOR shall maintain in force for the duration of the contracted period Workers Compensation Insurance at Client's statutory limits.

29. Authority. With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he or she (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement and each initialed Addendum for such person or entity, and (c) expressly consents and agrees that the entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.



IN WITNESS WHEREOF, the Parties have caused this Master Services Agreement to be signed by their duly authorized representatives and given effect as of the "Effective Date" below.

"Client"

THE CITY OF AMARILLO

Signature: _____

Name: _____

Title: _____

Date: _____

"Contractor"

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION
INTERNET PROVIDERS

Signature: _____

Name: David M. Nachman

Title: Chief Executive Officer

Date: _____

Addendums:

- A Final Scope of Work and Cost
- B vLive Tables
- C Extra Work (if and when applicable)



ADDENDUM A
The City of Amarillo

FINAL SCOPE OF WORK & COST

<u>Website Development</u>		
<u>SERVICE</u>	<u>QTY</u>	<u>COST</u>
INTRANET Includes the development of an Intranet, which is a private website, located behind your firewall on your own servers and accessible only by your internal users to be used to sharing and networking. <ul style="list-style-type: none"> • The design will be based on the approved design for your public website, but may include its own color scheme, collage, navigation and layout. • Vision will migrate or add up to 25 pages of content. • RSS viewer widgets can be used to retrieve and display information from the main website, such as news and events, and display them on the Intranet. • The Intranet must be hosted on the customer's server according to Vision's specifications. 	1	\$16,955.00
visionCMS BASE PACKAGE The website development package includes: <ul style="list-style-type: none"> • Project Management • Consultation • Programming/CMS Implementation • Mobile / Responsive Web Design Implementation •Content Strategy Package – Basic •Extranet •Google Translation •Online Payment Integration •SMS Component •Streaming Video Center •Vision Search •Yahoo Weather 	1	\$31,530.00
<u>Project Visioning</u>		
<u>SERVICE</u>	<u>QTY</u>	<u>COST</u>
CONTENT STRATEGY PACKAGE - PLUS The Plus Content Strategy Package will train your staff to write for the	1	\$17,500.00

<p>web and provide consultation on the development of a content strategy for your website. It includes:</p> <ul style="list-style-type: none"> • Content development and migration best practices guide • Website content best practices guide • Website persona exercise materials • Communicating with your audience exercise materials • Task process evaluation exercise materials • Writing for the Web textbook (1 copy) • Customized on-site plain language exercise • Customized Writing for the Web training (1-day onsite) • Content strategy evaluation & process meeting to create custom content strategy process (1-day onsite) • Analytics report that summarizes the top pages and other insights from your current site (available only if Vision is granted access to view analytics) 		
<p>ONSITE PROJECT CONSULTING - ONE DAY Includes one day of onsite consulting with your project manager to review initial project decisions, often including:</p> <ul style="list-style-type: none"> • Project timeline and specifications • UX Presentation • Presentation of new website wireframe • Website design brainstorm 	1	\$4,860.00

<u>Graphic Design</u>		
<u>SERVICE</u>	<u>QTY</u>	<u>COST</u>
<p>DEPT BRANDING: ADVANCED SUBSITE Includes the creation of an Advanced Subsite that will have a layout, navigation and graphic design independent of the main website. Features include:</p> <ul style="list-style-type: none"> • Design Elements: Includes department logo in site header, unique color scheme, unique background, separate font style, logo can link to departmental homepage • Page Layout: Custom wireframe, interior page same as the main site, 7 new widgets included • Mobile: Unique color scheme, department logo in header, logo can link to departmental homepage • Design/UX Services: Subsite specific heatmap analysis and user surveys • Own Domain: Domain name separate from main website • Main Navigation: Separate page tree from the main site • Header and Footer: Independent configurations (logo, top navigation, social icons, quick links, footer navigation) 	4	\$48,000.00

<ul style="list-style-type: none"> • Search: Standalone search • Google Analytics: Implement a separate instance • Background: Can change background image if enabled in the main site • Additional storage: 10 GB • On-going Services: Health checks (account review), site analytics review, graphics site audit 		
<p>DEPT BRANDING: DESIGN THEMES</p> <p>Includes the creation of a Design Theme to customize a department's pages with a unique color scheme within the framework of the main website. Features include:</p> <ul style="list-style-type: none"> • Design Elements: Department logo in site header, unique color scheme, unique background, separate font style • Page Layout: Interior page same as the main site, no new widgets included • Mobile: Unique color scheme, department logo in header • Main Navigation: Same as main site • Search: Search results part of main site search • Google Analytics: Use main site Google Analytics instance 	1	\$2,500.00
<p>DEPT BRANDING: BASIC SUBSITE</p> <p>Includes the creation of a Basic Subsite that will utilize the main website's wireframe with unique top-level navigation and graphic design. Features include:</p> <ul style="list-style-type: none"> • Design Elements: Includes department logo in site header, unique color scheme, unique background, separate font style, logo can link to departmental homepage • Page Layout: Same wireframe as the main website, 5 new widgets included • Mobile: Unique color scheme, department logo in header, logo can link to departmental homepage • Own Domain: Domain name separate from main website • Main Navigation: Separate page tree from the main site • Header and Footer: Independent configurations (logo, top navigation, social icons, quick links, footer navigation) • Search: Standalone search • Google Analytics: Implement a separate instance • Background: Can change background image if enabled in the main site • Page Limit: No more than 50 pages • Additional storage: 5 GB 	4	\$30,000.00
<p>ADVANCED (PREMIUM) DESIGN PACKAGE</p> <p>Includes Advanced UX + one option from the following:</p> <ul style="list-style-type: none"> • Video background homepage with interior pages • Video/image carousel background homepage with interior pages 	1	\$6,500.00

<ul style="list-style-type: none"> • Anchored scrolling homepage • Cards/tiles homepage or parallax homepage 		
DETAILED STYLE GUIDE <ul style="list-style-type: none"> • Includes the delivery of a Style Guide, documenting the fonts, colors and styles used in the website 	1	\$530.00
DEPT BRANDING: DESIGN THEME - ADDITIONAL <ul style="list-style-type: none"> • Includes the development of an additional Design Theme 	10	\$16,250.00

<u>Development & Training</u>		
<u>SERVICE</u>	<u>QTY</u>	<u>COST</u>
CONTENT MIGRATION <ul style="list-style-type: none"> • Includes the migration of up to 500 pages of content 	1	\$4,000.00
ONSITE TRAINING - ONE DAY Includes one day of onsite training for your CMS users. The day is divided into two sessions to provide basic and advanced training for your users, covering: <ul style="list-style-type: none"> • Creating, adding and editing pages • Overview with basic users of key components, such as Document Central, Image Library, News and Calendar (as time permits) • Overview with advanced users on Forms, Services Requests or other components of your choosing (as time permits) • User administration • Site settings and configurations • Class optimal for 8-10 participants 	1	\$3,290.00
ONSITE CMS USER TRAINING - ADDITIONAL DAY <ul style="list-style-type: none"> • Includes an additional day of onsite training (held consecutively to initial onsite training day) 	1	\$1,250.00

<u>Software</u>		
<u>vLive Edition</u>	<u>QTY</u>	<u>COST</u>
vLIVE PLUS EDITION	1	See 5 Year Total Cost Summary



ADDENDUM A
The City of Amarillo

		for details
vLIVE FOR ADVANCED SUBSITE	3	See 5 Year Total Cost Summary for details
vLIVE FOR BASIC SUBSITE	3	See 5 Year Total Cost Summary for details
vLIVE FOR BASIC SUBSITE	1	See 5 Year Total Cost Summary for details
vLIVE FOR ADVANCED SUBSITE	1	See 5 Year Total Cost Summary for details
vLIVE FOR INTRANET	1	See 5 Year Total Cost Summary for details

<u>Selected vLive Components</u>		
	<u>QTY</u>	<u>COST</u>
INTRANET - CONTENT SHARING PACKAGE • Adds the ability to share content from your main, public-facing website onto your Intranet. Components that have the content sharing ability include News, Calendar, Staff Directory and Job Posting components. An icon will indicate which items came from the main website.	1	\$2,000.00
APPROVAL CYCLE	1	\$4,630.00
ACTIVE DIRECTORY INTEGRATION • Includes integrating Active Directory (ADFS) with the visionLive Content Management System to authenticate and authorize CMS and website users. (Please note that SSL is the required protocol for data communication; Vision is not responsible for buying and maintaining the SSL certificate.)	1	\$4,000.00

Additional Services



ADDENDUM A
The City of Amarillo

<u>SERVICE</u>	<u>QTY</u>	<u>COST</u>
DISCOUNT	1	(\$1,000.00)
DISCOUNT	1	(\$9,140.00)
<u>Total Project Fees</u>		\$183,655.00



ADDENDUM A
The City of Amarillo

5 Year Total Cost Summary	
Year 1	\$183,655.00
Included Professional Services and FREE 1 st Year of: vLive Plus Edition vLive for Advanced Subsite (Additional) vLive for Basic Subsite (Additional) vLive for Basic Subsite vLive for Advanced Subsite vLive for Intranet	
Year 2	\$36,200.00
2 nd Year of: vLive Plus Edition vLive for Advanced Subsite (Additional) vLive for Basic Subsite (Additional) vLive for Basic Subsite vLive for Advanced Subsite vLive for Intranet	
Year 3	\$38,010.00
3 rd Year of: vLive Plus Edition vLive for Advanced Subsite (Additional) vLive for Basic Subsite (Additional) vLive for Basic Subsite vLive for Advanced Subsite vLive for Intranet	
Year 4	\$39,911.00
4 th Year of: vLive Plus Edition vLive for Advanced Subsite (Additional) vLive for Basic Subsite (Additional) vLive for Basic Subsite vLive for Advanced Subsite vLive for Intranet	
Year 5	\$41,906.00
5 th Year of: vLive Plus Edition vLive for Advanced Subsite (Additional) vLive for Basic Subsite (Additional) vLive for Basic Subsite vLive for Advanced Subsite vLive for Intranet	
5 Year Total	\$339,682.00

Amarillo City Council

Agenda Transmittal Memo



B



Meeting Date	February 14, 2017	Council Priority	Infrastructure Initiative
---------------------	-------------------	-------------------------	---------------------------

Department	Capital Projects and Development Engineering
-------------------	--

Agenda Caption

Approval – TxDOT Agreement to Contribute Right of Way Funds (Fixed Price)
Project# 411171: TxDOT ROW participation from FM 2590 to SW 9th Avenue

Total ROW & Utility Costs Estimate \$3,672,680.00
Local Participation 10% = \$367,268.00

Agenda Item Summary

City staff is recommending approval of the Agreement to Contribute Right of Way Funds, which is the initial agreement for the City's participation in the Right-of-Way procurement and reimbursable utility relocations for the project, typically private utilities such as gas, electric, communications etc. City utilities that exist prior to the procurement of the right of way may be eligible for reimbursement from TxDOT on the project. Any City utilities that are located in existing TxDOT Right of Way under applicable TxDOT permit must be moved at City expense.

In the future, any relocation of City utilities will be a separate agreement with TxDOT when TxDOT develops the final construction plans. The reimbursement ratio back to the City for relocation of utilities will be determined when those agreements are negotiated for the City and the utilities are moved. The City is aware of existing water transmission lines and City wells that maybe impacted depending on final location of the Right of Way. We anticipate all of these to be reimbursable from TxDOT.

Requested Action

Consider and approval of TxDOT Agreement.

Funding Summary

Job # 411171 funding for this project was approved in the Proposition 1.

Community Engagement Summary

TxDOT will hold the Public Meetings

Staff Recommendation

City Staff is recommending approval of this Agreement.



125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

October 31, 2016

Robert Cowell
 Deputy City Manager
 PO Box 1971
 Amarillo, TX 79105

SUBJECT: Agreement to Contribute Right of Way Funds (Fixed Price)

Dear Mr. Cowell,

The Amarillo Metropolitan Planning Organization, in conjunction with the Texas Department of Transportation, has deemed it necessary to make certain highway improvements on the SL 335 corridor. The highway improvement projects are identified below and each project will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities.

PROJECT	PROJECT LIMITS	PROJECT LIMITS	TOTAL ROW & UTILITY COST ESTIMATE	LOCAL GOVERNMENT PARTICIPATION (10%)
SL 335 Segment B-2 (CCSJ 0904-11-058)	From: FM 2590	To: SW 9 th Ave.	\$3,672,680	\$367,268

Enclosed with this letter is the draft agreement to be entered into between TxDOT and the Local Government (City of Amarillo). The Local Government participation amount shown above is considered a fixed price contribution and is not subject to adjustment, except in rare situations as described in the agreement.

It is important to note that the highway improvement project described above cannot be delivered without the required participation from the Local Government. Acquisition of ROW and utility relocation activities are already under way on a portion of the Segment B-1 project, but only in areas inside the city limits of the City of Amarillo. Acquisition of ROW and utility relocations are anticipated to begin on Segment B-2 in May 2017. If the agreements between TxDOT and the Local Government are not executed by April 2017, then the project delivery timelines for both projects will be negatively impacted.

A payment schedule for the required participation can be structured as part of the agreement between TxDOT and the Local Government. This payment plan can be customized, within reason, to accommodate the Local Government. Any payment plan

OUR GOALS

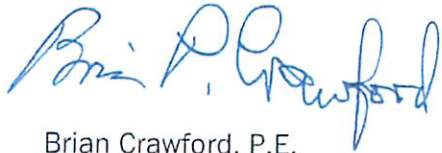
MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer

arrangement must be reviewed and approved by TxDOT's Executive Director. Previous payment schedule examples include an initial payment by the Local Government, and then the remainder paid over the following three years. This required financial participation is also eligible to be loaned to the Local Government by the State Infrastructure Bank (SIB Loan).

Please contact Kit Black (806) 356-3383 or myself should you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Brian P. Crawford". The signature is written in a cursive style with a large initial "B" and "C".

Brian Crawford, P.E.
District Engineer
TxDOT, Amarillo District
(806) 356-3201

Enclosures (2)

OUR GOALS
MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer

County Randall
District Amarillo
ROW CSJ #0904-11-060
CCSJ #0904-11-058
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the "State"), and the City of Amarillo, Texas, acting through its duly authorized officials (the "Local Government").

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. SL 335 from FM 2590 to Potter County Line, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the "Project"); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

County Randall
District Amarillo
ROW CSJ #0904-11-060
CCSJ #0904-11-058
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.
- B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:
 1. site conditions change;
 2. work requested by the Local Government is ineligible for federal participation; or
 3. the adjustment is mutually agreed on by the State and the Local Government.
- C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

County Randall
District Amarillo
ROW CSJ #0904-11-060
CCSJ #0904-11-058
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

County Randall
 District Amarillo
 ROW CSJ #0904-11-060
 CCSJ #0904-11-058
 Federal Project #: _____
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
City of Amarillo 509 S.E. Seventh Avenue Amarillo, Texas 79105	Director of Right of Way Division Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

County Randall
District Amarillo
ROW CSJ #0904-11-060
CCSJ #0904-11-058
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

County Randall
District Amarillo
ROW CSJ #0904-11-060
CCSJ #0904-11-058
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

County Randall
District Amarillo
ROW CSJ #0904-11-060
CCSJ #0904-11-058
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

County Randall
District Amarillo
ROW CSJ #0904-11-060
CCSJ #0904-11-058
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:
- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

County Randall
District Amarillo
ROW CSJ #0904-11-060
CCSJ #0904-11-058
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Gus E. Cannon, CTCM
Director, Right of Way Division
Texas Department of Transportation

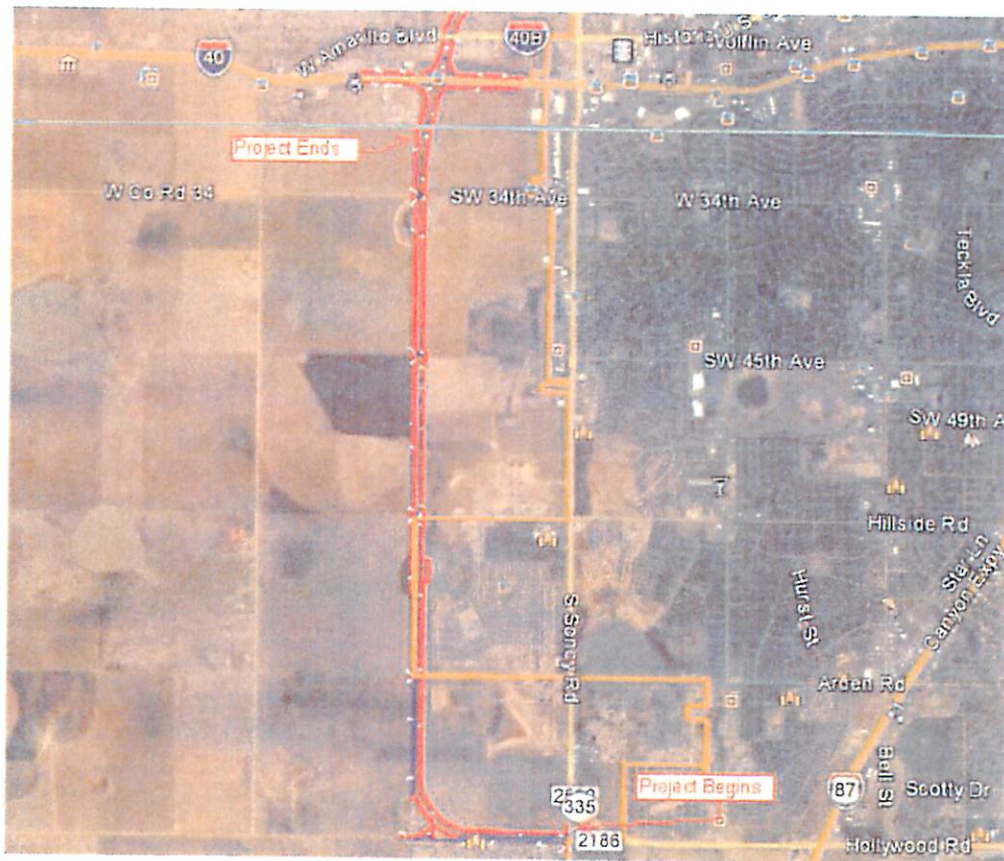
Date

County Randall
District Amarillo
ROW CSJ #0904-11-060
CCSJ #0904-11-058
Federal Project #: _____
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

County Randall
District Amarillo
ROW CSJ #0904-11-060
CCSJ #0904-11-058
Federal Project #:
CFDA Title: Highway Planning & Construction
CFDA # 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT B LOCATION MAP SHOWING PROJECT



County Randall
 District Amarillo
 ROW CSJ #0904-11-060
 CCSJ #0904-11-058
 Federal Project #: _____
 CFDA Title: Highway Planning & Construction
 CFDA # 20.205
 Federal Highway Administration
 Not Research and Development

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND PAYMENT SCHEDULE

Standard Agreement to Contribute
State Performs Work
Attachment C

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$3,172,680	90%	\$2,855,412	10%	\$317,268
Reimbursable Utility Adjustments	\$500,000	90%	\$450,000	10%	\$50,000
Joint Bid Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
TOTAL	\$3,672,680	0%	\$3,305,412	0%	\$367,268

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.



125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

Pending Amarillo District SL 335 ROW Local Government (LG) Agreements:

Randall County

PROJECT	PROJECT LIMITS	PROJECT LIMITS	TOTAL ROW& UTILITY COST ESTIMATE	LOCAL GOVERNMENT PARTICIPATION (10%)
SL 335 Segment B-1 (CCSJ 2635-03-018)	From: Bell St.	To: FM 2590	\$5,738,398	\$573,840
SL 335 Segment B-2 (CCSJ 0904-11-058)	From: FM 2590	To: SW 9 th Ave.	\$3,753,682	\$375,368

Potter County

PROJECT	PROJECT LIMITS	PROJECT LIMITS	TOTAL ROW& UTILITY COST ESTIMATE	LOCAL GOVERNMENT PARTICIPATION (10%)
SL 335 Segment B-2 (CCSJ 0904-11-058)	From: FM 2590	To: SW 9 th Ave.	\$1,897,375	\$189,738

City of Amarillo

PROJECT	PROJECT LIMITS	PROJECT LIMITS	TOTAL ROW& UTILITY COST ESTIMATE	LOCAL GOVERNMENT PARTICIPATION (10%)
SL 335 Segment B-2 (CCSJ 0904-11-058)	From: FM 2590	To: SW 9 th Ave.	\$3,672,680	\$367,268

OUR GOALS

MAINTAIN A SAFE SYSTEM • ADDRESS CONGESTION • CONNECT TEXAS COMMUNITIES • BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer



C

Amarillo City Council Agenda Transmittal Memo



Meeting Date	02/14/2017	Council Priority	Long Term Plan for Infrastructure
---------------------	------------	-------------------------	-----------------------------------

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

Agenda Caption

Approve Amendment 1 to Task Order 13 between RS&H, Inc. and the Rick Husband Amarillo International Airport. Amendment 1 covers Design and Bid services for Closed Circuit Television and Access Control System upgrades in the amount of \$115,700.

Agenda Item Summary

Amendment 1 of Task Order 13 specifically focuses on the Design and Bid services for Closed Circuit Television (CCTV) and Access Control System (ACS) upgrades. The upgrades will take place throughout the Airport to address the immediate recommendations outlined in the assessment report which was received in September of 2016. Recommendations include new Video Management System, redundant servers and storage. Also includes some upgrades to cameras and door hardware for the ACS.

Requested Action

Recommend approval of Task Order 13 Amendment 1.

Funding Summary

Funding for this Task Order will be from project 540150 Access Control System Upgrade. This project is in the Airport's 16/17 CIP budget.

Community Engagement Summary

N/A.

Staff Recommendation

Staff recommends the approval of Task Order 13 Amendment 1 between RS&H, Inc. and Rick Husband Amarillo International Airport to execute Design and Bid services for CCTV and Access Control upgrades.

RS&H Project No. 227.0247.013
Short Title: CCTV & ACS Upgrade – Phase 1
Date: January 26, 2017

AMENDMENT 1 TO TASK ORDER NO. 13

RS&H, INC., a Florida corporation (hereinafter “Consultant”) agrees to perform and complete the following work (hereinafter “Work”) for the City of Amarillo, Texas which owns and operates Rick Husband Amarillo International Airport (hereinafter “Client”), in accordance with the terms and conditions of the Master Consulting Service Agreement, dated December 8, 2014, all of which terms and conditions are incorporated herein by reference:

Project Location and Description:

Project Location: Rick Husband Amarillo International Airport (AMA)

Project Description: This project includes ‘Phase 1’ services, which shall include an assessment of the existing CCTV and Access Control systems, and preparation of a needs assessment report and estimate of probable construction cost, in order to determine the extent of the required upgrades for the aforementioned systems. The ‘Needs Assessment Report’ will be the basis for further development of the engineering design requirements for the system upgrades.

This Amendment adds Phase 2 Services, which shall include the preparation of bid documents to address the immediate recommendations for CCTV and ACS system upgrades outlined in the Needs Assessment Report completed in Phase 1.

Scope of Services and Deliverables

The full scope of services and deliverables are described in “Attachment A”, which is made a part hereof.

This Amendment adds the following tasks: Task 2: 60% Design, Task 3: 90% Design, Task 4: Bid Documents, and Task 5: Bid/Award Services. The components of these tasks are outlined in a revised version of “Attachment A”, which is attached hereto. The revised version includes the original services in plain text, and services included in the amendment are shown in bold text.

Compensation Terms

The method of payment shall be Lump Sum. The total compensation shall be \$31,500.00 for services described in “Attachment A”. Breakdown for tasks is as follows:

TASK	CONTRACT VALUE
Task 1 – CCTV and ACS Upgrade - Needs Assessment and Report	\$31,500
TOTAL:	\$31,500

This Amendment increases the fee by the following amounts for the various tasks: Task 2: \$39,900, Task 3: \$38,400, Task 4: \$29,200, and Task 5: \$8,200. The total increase for Phase 2 services is \$115,700. The total contract amount is hereby revised to \$147,200.

Schedule

Schedule shall be as described in “Attachment A”.

This Amendment adds 17 weeks to the schedule to accommodate the additional efforts associated with Phase 2 services.

Except as hereby modified, amended, or changed, all of the remaining terms and conditions of Task Order No. 13 shall remain in full force and effect.

CLIENT
CITY OF AMARILLO, TEXAS

CONSULTANT
RS&H, INC.

By: _____

By: *Rodney L. Bishop Jr.*

Typed Name: Bob Cowell

Typed Name: Rodney L. Bishop Jr.

Title: Deputy City Manager

Title: Vice President

Attest: _____

Attest: *Melanie L. Nichols*

Typed Name: Frances Hibbs

Typed Name: Melanie L. Nichols

Title: City Secretary

Title: Asst. Corporate Secretary

[CORPORATE SEAL]

[CORPORATE SEAL]



“ATTACHMENT A”



Rick Husband-Amarillo International Airport

CCTV and Access Control Systems Upgrade Phase 1 - Needs Assessment

PROJECT PROPOSAL / SCOPE OF WORK

- ***Task Order Proposal has been updated to include Amendment 1 – Phase 2 services. Services related to Amendment 1 are shown in bold text.***

RS&H Project No: 227-0247-013



RS&H, Inc.

11011 Richmond Avenue, Suite 900
Houston, Texas 77042
713.914.4455 (P) 713.914.0155 (F)

May 10, 2016
Amendment 1: January 26, 2017

CCTV AND ACS UPGRADE - PHASE 1 (NEEDS ASSESSMENT) & PHASE 2 (DESIGN AND BIDDING SERVICES) PROJECT PROPOSAL AND SCOPE OF WORK

1. Project Description

The City of Amarillo, Texas, which owns and operates Rick Husband International Airport (Airport) has requested RS&H, Inc. (Consultant) to assist the Airport with the upgrading of their current CCTV and Access Control Systems throughout the airport terminal building and airport site perimeter. The first phase of the upgrades is to conduct a needs assessment of their existing CCTV and ACS systems, to identify the needs and priorities for system and equipment repairs, upgrades and replacement. The project will include "Phase 1" efforts, which will include a condition assessment of the existing CCTV and Access Control systems, preparation of a needs assessment report, with preliminary estimated construction costs, and recommendation of the extent of equipment and systems upgrades. The needs assessment report will serve as the basis for the development of the design scope and fee for the design phase of the systems upgrades. The project will be performed by RS&H as outlined in this proposal. The project will include the following tasks:

Task 1: Existing Systems Needs Assessment

The Consultant shall conduct an on-site assessment of the existing CCTV and Access Control systems for the terminal building and airport perimeter. The Consultant shall prepare a needs assessment report describing the conditions observed, recommendations for extent of systems upgrades, including repair, replacement and system conversions. The report will also provide an estimate of probable construction costs. The report shall become the basis for development of the design fees for preparation of construction documents for the system upgrades identified in the report.

Amendment 1 adds the Phase 2 Services to this scope. These services include the design for the CCTV and ACS system upgrades throughout the Airport to address the immediate recommendations outlined in the assessment report. The following tasks are associated with this effort.

- Task 2 – 60% Design
- Task 3 – 90% Design
- Task 4 – Bid Documents
- Task 5 – Bid/Award Phase Services

Initial estimate of probable construction cost is approximately \$1.27M. The actual cost could vary as the project design progresses and/or scope changes. A complete breakdown of each of these tasks can be found in the scope of services section of this proposal.

2. Phase 1 & 2 - Scope of Services

TASK 1: EXISTING SYSTEMS ASSESSMENT

Task 1.1 Existing Systems Assessment, Site Survey, and Data Review

The Consultant shall conduct on-site surveys of the existing CCTV and Access Control Systems hardware and software components in the terminal building and across the site. The site investigation will include one CCTV/Access Control Systems specialist representative. This Task shall also include review of available data pertaining to the existing systems, to be provided by the Client.

Task 1.2 Needs Assessment Report

The Consultant shall prepare a needs assessment report describing the conditions observed, recommendations for extent of systems upgrades, including repair, replacement and system conversions.

Task 1.3 Budget Cost Estimate Development

The Consultant will prepare a rough order-of-magnitude (ROM) cost for equipment repairs, replacement and upgrades to establish relative value of project components. The estimate of probable construction cost is an estimate representing the judgement of the estimators who have no control over the cost of labor, materials or equipment, over the Contractor's methods of determining prices, or over competitive bidding, market or negotiating conditions. Accordingly, the A/E cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget, funding or from any estimate or evaluation by the A/E.

Task 1.4 Quality Control Review

The Consultant shall conduct in-house quality control review of the condition assessment report prior to submittal to the Airport's authorized representative(s).

Task 1.5 Needs Assessment Report Review Meeting

The Consultant shall prepare for and attend a Needs Assessment Report Review meeting with the Airport's authorized representative(s). The Consultant representatives will include the project manager and CCTV/ACS systems specialist.

TASK 1 SCHEDULED MEETING SUMMARY

- (1) Site Visit (2 People)
- (1) Report Review Meeting (2 People)

TASK 1 DELIVERABLES

- Needs Assessment Report with observations and recommended system upgrades and estimate of probable construction cost.

TASK 2: 60% Design

Task 2.1 Kick-Off Meeting with Airport Staff

The Consultant shall prepare for and attend one pre-design meeting with the Airport staff and other appropriate federal and/or state agencies to establish the preliminary design goals and methods. The kickoff meeting will be held at the Amarillo International Airport administrative offices. This meeting will review the recommendations outlined in the recommendation report to confirm the scope of this design.

Task 2.2 Records Review

The Consultant shall review available data related to the project. The Airport will provide to the Consultant any relevant information to the project such as previous as-built drawings, historical survey data, and previous design plans/specifications.

Task 2.3 Prepare 60% Design Documents

The Consultant shall prepare 60% design drawings, plans, outline specifications, estimate of probable construction cost, and Preliminary Engineer's Report. The preliminary design shall evaluate and identify specific elements of the project for a technically and economically sound project. The development of the preliminary design will be in coordination with the Airport's authorized representative(s) for their input.

Task 2.4 Quality Control Review

The Consultant shall conduct in-house quality control review of the preliminary design plans, specifications, estimate of probable construction cost, and Engineer's Report prior to submittal to the Airport's authorized representative(s).

Task 2.5 Submit 60% Design Deliverable

The Consultant shall submit and distribute three (3) sets of the 60% plans, specifications, estimate of probable construction cost, and Engineer's Report to the Airport for review, comment, and approval to proceed to 90% design.

Task 2.6 60% Design Review Meeting

The Consultant shall coordinate and attend one (1) teleconference to review the 60% design submittal. The Consultant will provide written minutes of the meeting and distribute to all attendees.

Task 2.7 Project Management

The Consultant shall administer the project in coordination with assigned airport staff. The Consultant shall manage the project, coordinate with AMA staff, assign qualified individuals or sub-consultants to the project, and shall complete the efforts within a reasonable and agreeable time frame.

TASK 2 SCHEDULED MEETING SUMMARY

- (1) Kick-Off Meeting (3 People)
- (1) 60% Review Meeting

TASK 2 DELIVERABLES

- 60% Schematic Plans
- Specifications Outline
- Preliminary Engineer's Design Report
- Engineer's Estimate of Probable Construction Cost

TASK 2 SCHEDULE

A preliminary schedule follows:

- Prepare 60% Design Documents 6-Week Duration
- Quality Control Review and 60% Submittal 1-Week Duration
- 60% Design Review Meeting 1-Week after submission of 60% documents

TASK 3: 90% DESIGN

Task 3.1 Incorporate 60% Design Review Comments

The Consultant shall review all comments received from the Airport's authorized representative(s) from the 60% design submittal review and incorporate applicable comments into plans, specifications, estimate of probable construction cost, and Engineer's Report. The Consultant shall provide a written report on each comment on how it will be incorporated into the documents, or why it was not applicable.

Task 3.2 Prepare 90% Design Documents

The Consultant shall prepare 90% plans, specifications, estimate of probable construction cost, and Engineer's Report. The development of the 90% design documents will be in coordination with the Airport's authorized representative(s) for their input.

Task 3.3 Quality Control Review

The Consultant shall conduct in-house quality control review of the 90% design plans, specifications, estimate of probable construction cost, and Engineer's Report prior to submittal to the Airport's authorized representative(s).

Task 3.4 Submit 90% Design Deliverable

The Consultant shall submit and distribute three (3) sets of the 90% plans, specifications, estimate of probable construction cost, and Engineer's Report to the Airport for review, comment, and approval to proceed to 100% design.

Task 3.5 90% Design Review Meeting

The Consultant shall coordinate and attend one (1) meeting at the Airport to review the 90% design submittal. The Consultant will provide written minutes of the meeting and distribute to all attendees.

Task 3.6 Project Management

The Consultant shall administer the project in coordination with assigned airport staff. The Consultant shall manage the project, coordinate with AMA staff, assign qualified individuals or sub-consultants to the project, and shall complete the efforts within a reasonable and agreeable time frame.

TASK 3 SCHEDULED MEETING SUMMARY

- (1) 90% Design Review Meeting

TASK 3 DELIVERABLES

- 90% Plans
- 90% Specifications
- 90% Engineer's Design Report Update
- 90% Engineer's Estimate of Probable Construction Cost

TASK 3 SCHEDULE

A preliminary schedule follows:

- Prepare 90% Design Documents 4-Week Duration
- Quality Control Review and 90% Submittal 1-Week Duration
- 90% Design Review Meeting 1-Week after submission of 90% documents

TASK 4: BID DOCUMENTS (100% DESIGN)

Task 4.1 Incorporate 90% Design Review Comments

The Consultant shall review all comments received from the Airport's authorized representative(s) from the 90% design submittal review and incorporate applicable comments into plans, specifications, estimate of probable construction cost, and Engineer's Report. The Consultant shall provide a written report on each comment on how it will be incorporated into the documents, or why it was not applicable.

Task 4.2 Prepare Bid (100 % Design) Documents

The Consultant shall prepare 100% Bid Documents and technical specifications. Specifications shall be based on a unit price total cost construction contract. Front-end specification requirements and format shall be provided by the Airport including, but not limited to, the advertisement to bid, legal requirements, proposal, contract, bond forms, general provisions, labor rates, minority participation requirements, special conditions, insurance requirements, and any other pertinent and or required information.

Task 4.3 Quality Control Review

The Consultant shall conduct in-house quality control review of the Bid Set design plans, specifications, estimate of probable construction cost, and Engineer's Report prior to submittal to the Airport's authorized representative(s).

Task 4.4 Submit Bid Set Design Deliverable

The Consultant shall submit and distribute three (3) sets of the Bid Set plans, specifications, estimate of probable construction cost, and Engineer's Report to the Airport as well as electronic files in PDF and MS Word format for use and distribution during the bidding phase.

Task 4.5 Project Management

The Consultant shall administer the project in coordination with assigned airport staff. The Consultant shall manage the project, coordinate with AMA staff, assign qualified individuals or sub-consultants to the project, and shall complete the efforts within a reasonable and agreeable time frame.

TASK 4 SCHEDULED MEETING SUMMARY

- None

TASK 4 DELIVERABLES

- 100% Bid Set Plans
- 100% Bid Set Specifications
- 100% Final Engineer's Design Report
- 100% Engineer's Estimate of Probable Construction Cost

TASK 4 SCHEDULE

A preliminary schedule follows:

- Prepare 100% Bid Set Design Documents 3-Week Duration

TASK 5: BID/AWARD PHASE SERVICES

Task 5.1 Pre-Bid Conference

The Consultant shall attend a pre-bid conference at the Airport, receive comments, record the minutes of the conference and distribute to the Airport's authorized representative(s) and prospective contractors.

Task 5.2 Issue Addenda

The Consultant shall issue required addenda to revise plans, specifications and other contract documents prepared by the Consultant in order to provide clarifications, correct discrepancies, or correct errors and/or omissions.

Task 5.3 Bid Tabulation and Award Recommendation

The Consultant shall develop a tabulation of all bids received and provide evaluation of checking for correctness, qualifications of apparent low bidder, DBE participation goals, etc., and make recommendations of award based solely on apparent low bidder.

TASK 5 SCHEDULED MEETING SUMMARY

- Pre-Bid Conference

TASK 5 DELIVERABLES

- Bid Tabulation
- Award Recommendation

3. Phase 1 & 2 - Project Schedule

The following represents a preliminary project schedule.

- Site Assessment.....Within 30 days of Notice to Proceed
- Condition Assessment Report..... 30 days from Completion of Site Assessment
- 60% Design (including Review Meeting)..... 8 weeks from Notice to Proceed
- 90% Design (including Review Meeting)..... 6 Weeks from 60% Review Meeting
- Bid Documents 3 Weeks from 90% Review Meeting

4. Phase 1 & 2 - Exclusions and Assumptions

The following are excluded from this proposal:

- Investigational testing
- Removal of any permanent coverings
- Any other services not explicitly defined

The following are assumed for this proposal:

- Access to equipment, all ladders, lifts and escorts will be provided by AMA as needed
- Available record documents will be provided by AMA personnel



Rick Husband Amarillo International Airport
CCTV & ACS Upgrade - Phase 1 & 2

SCOPE / TASK TITLE	RB	NG	KN	CT	AL			MQ	TOTAL	
	PROJECT OFFICER	PROJECT DIRECTOR	PROJECT MANAGER	ENGR IV	ENGR III	ENGINEER II	TECH DESIGNER III	ADMIN ASST		
PHASE 1 SERVICES										
TASK 1: EXISTING SYSTEMS NEEDS ASSESSMENT										
Task 1.1 Existing Systems Assessment, Site Survey and Data Review	1	8	2				30		41	
Task 1.2 Needs Assessment Report			2	6			60	2	70	
Task 1.3 Budget Cost Estimate Development			2	4			24		30	
Task 1.4 Quality Control Review		2	2	4			4		12	
Task 1.5 Needs Assessment Report Review Meeting			12				12		24	
Project Management	1	2	4					1	8	
TOTAL HOURS	2	12	24	14	0	0	130	3	185	
BURDENED RATE	\$ 292.36	\$ 246.93	\$ 226.54	\$ 204.63	\$ 136.10	\$ 95.40	\$ 110.25	\$ 78.32		
TOTAL BURDENED LABOR	\$ 585	\$ 2,963	\$ 5,437	\$ 2,865	\$ -	\$ -	\$ 14,333	\$ 235	\$ 26,417	
OTHER DIRECT NON-SALARY COSTS										
REPRODUCTION	# DWGS @ \$1.60	# PAGES @ \$0.10	#SETS							
Drawings										
Reports/Specifications	50		1							
TOTAL REPRODUCTION										
POSTAGE/DELIVERY	# PCKGS @ \$15.00	# PCKGS @ \$3.00								
Drawings and Specifications	2									
TOTAL POSTAGE/DELIVERY										
SPECIALTY SUBCONSULTANTS	None									
TOTAL SPECIALTY SUBCONSULTANTS										
TOTAL DBE PERCENTAGE (THIS TASK):	0.00%									
TRAVEL	# People	# Days	Airfare @ \$750	Car @ \$75	Lodging @ \$150	Per Diem @ \$51				
Condition Assessment	2	3	\$1,500	\$225	\$900	\$306	\$4,908			
Report Review Meeting	2	1	\$1,500	\$75	\$300	\$102				
							\$4,908			
MILEAGE	150	Miles @ \$0.50								\$75
ODC's									\$4,994	
Total Proposed Fee for:	TASK 1: EXISTING SYSTEMS NEEDS ASSESSMENT								\$ 31,500	



Rick Husband Amarillo International Airport
CCTV & ACS Upgrade - Phase 1 & 2

SCOPE / TASK TITLE	RB PROJECT OFFICER	NG PROJECT DIRECTOR	KN PROJECT MANAGER	CT ENG. IV	EN3 III	ENGINEER II	AL TECH DESIGNER III	MQ ADMIN ASSIST	TOTAL
PHASE 2 SERVICES									
TASK 2: 60% DESIGN									
Task 2.1 Kick-Off Meeting			8			8			16
Task 2.2 Records Review			2			4			6
Task 2.3 Prepare Preliminary Design Documents									0
Task 2.4 Quality Control Review		4	4	14		2			24
Task 2.5 Submit 60% Design Deliverable			4			4			8
Task 2.6 Preliminary Design Review Meeting				2		4			6
Task 2.7 Project Management	2	4							6
TOTAL HOURS	2	8	18	16		22			66
BURDENED RATE	\$ 292.36	\$ 246.93	\$ 226.54	\$ 204.63	\$ 136.10	\$ 95.40	\$ 110.25	\$ 78.32	
TOTAL BURDENED LABOR	\$ 585	\$ 1,975	\$ 4,078	\$ 3,274		\$ 2,099			\$ 12,011
OTHER DIRECT NON-SALARY COSTS									
REPRODUCTION									
	# DWGS	# PAGES							
	@	@							
	\$1.60	\$0.10				#SETS			
Drawings	20					3			\$96
Reports/Specifications		100				3			\$30
TOTAL REPRODUCTION									\$126
POSTAGE/DELIVERY									
	# PCKGS	# PCKGS							
	@	@							
	\$15.00	\$3.00							
Drawings and Specifications		2							\$6
TOTAL POSTAGE/DELIVERY									\$6
SPECIALTY SUBCONSULTANTS									
AJT Technology Designs, Inc.									\$26,725
TOTAL SPECIALTY SUBCONSULTANTS									\$26,725
TOTAL DBE PERCENTAGE (THIS TASK):	0.00%								
TRAVEL									
	# People	# Days	Airfare @			Lodging @		Per Diem @	
			\$750			\$150		\$51	
Kick-Off Meeting	1	1	\$750			\$150		\$51	\$951
									TOTAL \$951
MILEAGE									
	150	Miles @	\$0.50						\$75
ODC's									
									\$27,883
Total Proposed Fee for:	TASK 2: 60% DESIGN								\$ 39,900
TASK 3: 90% DESIGN									
Task 3.1 Incorporate 60% Design Review Comments									0
Task 3.2 Prepare 90% Design Documents			2	4	14	4			24
Task 3.3 Quality Control Review				4		4			8
Task 3.4 Submit 90% Design Deliverable					16	4			20
Task 3.5 90% Design Review Meeting									4
Task 3.6 Project Management	2	2							4
TOTAL HOURS	2	4	8	30		12			56
BURDENED RATE	\$ 292.36	\$ 246.93	\$ 226.54	\$ 204.63	\$ 136.10	\$ 95.40	\$ 110.25	\$ 78.32	
TOTAL BURDENED LABOR	\$ 585	\$ 988	\$ 1,812	\$ 6,139		\$ 1,145			\$ 10,669
OTHER DIRECT NON-SALARY COSTS									
REPRODUCTION									
	# DWGS	# PAGES							
	@	@							
	\$1.60	\$0.10				#SETS			
Drawings	20					3			\$96
Reports/Specifications		100				3			\$30
TOTAL REPRODUCTION									\$126
POSTAGE/DELIVERY									
	# PCKGS	# PCKGS							
	@	@							
	\$15.00	\$3.00							
Drawings and Specifications		2							\$6
TOTAL POSTAGE/DELIVERY									\$6
SPECIALTY SUBCONSULTANTS									
AJT Technology Designs, Inc.									\$26,288
TOTAL SPECIALTY SUBCONSULTANTS									\$26,288
TOTAL DBE PERCENTAGE (THIS TASK):	0.00%								
TRAVEL									
	# People	# Days	Airfare @			Lodging @		Per Diem @	
			\$750			\$150		\$51	
90% Design Review Meeting	1	2	\$750			\$300		\$102	\$1,152
									TOTAL \$1,152
MILEAGE									
	150	Miles @	\$0.50						\$75
ODC's									
									\$27,647
Total Proposed Fee for:	TASK 3: 90% DESIGN								\$ 38,400



Rick Husband Amarillo International Airport
CCTV & ACS Upgrade - Phase 1 & 2

SCOPE / TASK TITLE	RB	NG	KN	CT	AL	MG	TOTAL
	PROJECT OFFICER	PROJECT DIRECTOR	PROJECT MANAGER	ENG. IV	ENG. III	ENGINEER II	
TASK 4: 100% (BID DOCUMENTS) DESIGN							
Task 4.1 Incorporate 90% Design Review Comments							0
Task 4.2 Prepare 100% Design Documents							0
Task 4.3 Quality Control Review		4	4	8		4	20
Task 4.4 Submit 100% Bid Set Design Deliverable			2			6	8
Task 4.5 Project Management	2	2					4
TOTAL HOURS	2	6	6	8		10	32
BURDENED RATE	\$ 292.36	\$ 246.93	\$ 226.54	\$ 204.63	\$ 136.10	\$ 95.40	\$ 78.32
TOTAL BURDENED LABOR	\$ 585	\$ 1,482	\$ 1,359	\$ 1,637		\$ 954	\$ 6,017
OTHER DIRECT NON-SALARY COSTS							
REPRODUCTION	# DWGS @ \$1.60	# PAGES @ \$0.10			#SETS		
Drawings	20				3		\$32
Reports/Specifications		100			3		\$30
TOTAL REPRODUCTION							\$62
POSTAGE/DELIVERY	# PCKGS @ \$15.00	# PCKGS @ \$3.00					
Drawings and Specifications		2					\$6
TOTAL POSTAGE/DELIVERY							\$6
SPECIALTY SUBCONSULTANTS	AJT Technology Designs, Inc.						\$22,987
TOTAL SPECIALTY SUBCONSULTANTS							\$22,987
TOTAL DBE PERCENTAGE (THIS TASK):	0.00%						
TRAVEL	# People	# Days	Airfare @ \$750		Lodging @ \$150	Per Diem @ \$51	
							\$0
MILEAGE	150	Miles @ \$0.50					\$75
ODC's							\$23,130
Total Proposed Fee for:	TASK 4: 100% (BID DOCUMENTS) DESIGN						\$ 29,200
TASK 5: BID/AWARD PHASE SERVICES							
Task 5.1 Pre-Bid Conference			8			8	16
Task 5.2 Issue Addenda			1			2	3
Task 5.3 Bid Tabulation & Award Recommendation		2	4	8			14
TOTAL HOURS	0	2	13	8		10	33
BURDENED RATE	\$ 292.36	\$ 246.93	\$ 226.54	\$ 204.63	\$ 136.10	\$ 95.40	\$ 78.32
TOTAL BURDENED LABOR	\$ -	\$ 494	\$ 2,945	\$ 1,637		\$ 954	\$ 6,030
OTHER DIRECT NON-SALARY COSTS							
REPRODUCTION	# DWGS @ \$1.60	# PAGES @ \$0.10			#SETS		
Drawings	20				3		\$32
Reports/Specifications		100			3		\$30
TOTAL REPRODUCTION							\$62
POSTAGE/DELIVERY	# PCKGS @ \$15.00	# PCKGS @ \$3.00					
Drawings and Specifications		3					\$9
TOTAL POSTAGE/DELIVERY							\$9
SPECIALTY SUBCONSULTANTS	AJT Technology Designs, Inc.						\$2,000
TOTAL SPECIALTY SUBCONSULTANTS							\$2,000
TOTAL DBE PERCENTAGE (THIS TASK):	0.00%						
TRAVEL	# People	# Days	Airfare @ \$750		Lodging @ \$150	Per Diem @ \$51	
							\$0
MILEAGE	150	Miles @ \$0.50					\$75
ODC's							\$2,146
Total Proposed Fee for:	TASK 5: BID/AWARD PHASE SERVICES						\$ 8,200
TOTAL LUMP SUM FEE FOR PHASE 1 TASKS:							\$ 31,500
TOTAL LUMP SUM FEE FOR PHASE 2 TASKS:							\$ 115,700
TOTAL LUMP SUM FEE FOR ALL PROJECT TASKS:							\$ 147,200

RS&H Project No. 227-0247-013
Short Title:AMA CCTV Needs Assessment

WORK ORDER

Work Order No. 1
Date:February 01, 2017

AJT Technology Corporation, Inc., an Illinois Corporation (the "Subconsultant") agrees to perform and complete the following work (hereinafter "Work") for **RS&H, Inc.**, a Florida corporation (the "Consultant"), in accordance with the terms and conditions of the Subcontract for Professional Services dated February 01, 2017, all of which terms and conditions are incorporated herein by reference:

Project Location: Rick Husband Amarillo International Airport, Amarillo, Texas

Project Description/Scope of Services: Refer to Attachment A.

Fee: Seventy-eight thousand dollars and zero cents (\$78,000.00). Refer to Attachment A.

Schedule: As defined in Attachment A.

Deliverables: As defined in Attachment A.

Other Considerations: None.

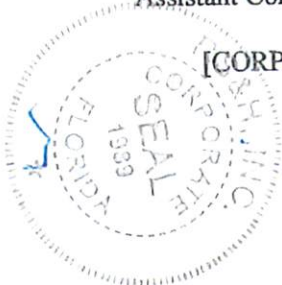
CONSULTANT:

RS&H, Inc.

By: *Rowdy L. Bishop Jr.*
Print Name: Rowdy L. Bishop Jr.
Title: VELE - PRESIDENT

ATTEST:

By: *Melanie J. Nichols*
Melanie J. Nichols
Assistant Corporate Secretary



[CORPORATE SEAL]

SUBCONSULTANT:

AJT TECHNOLOGY, INC.

By: *Todd Hill*
Print Name: Todd Hill
Title: President

ATTEST:

By: *A. Hill*
Print Name: Anke Hill
Title: _____ Secretary

[CORPORATE SEAL]

ATTACHMENT "A"



1423 Bangor Lane
Aurora, IL 60504, USA
T: 321.223.4760 • www.ajttechnology.com

January 26, 2017

John Carrigan
Senior Engineer
RS&H
3125 W Commercial Blvd, Suite 130
Fort Lauderdale, FL 33309

Subject: Security Design Services - Amarillo international Airport

Dear Mr. Carrigan:

We are pleased to submit for your consideration our revised proposal to provide: Security Design Services for the Amarillo international Airport (AMA).

SCOPE OF PROJECT

AJT Technology Designs Inc will provide security design services to include:

- Security Kick-off Meeting with Airport Staff, onsite at AMA administrative offices.
- Review existing documentation, including as-built drawings, previous designs, and historical survey data
- Security design includes upgrades to the CCTV and Access Control systems, documented as "Immediate Improvements and Recommendations" in the CCTV AND ACS ASSESSMENT REPORT provided by RS&H dated September 2016.
- Security design documents including plans, specifications, estimates of probable cost, and engineer report as described in the provided Task Order Attachment A, RS&H Project No:227-0247-013, Amendment 1 dated October 31, 2016.
- Onsite review meetings for 60% and 90% Design Reviews
- Bidding Phase support to include construction document revisions as necessary for clarifications, or error/omission correction.

Name: John Carrigan
Company: RS&H
Re: Amarillo Airport Security Upgrades – R1
Project Number: 1703.01
Date: 01/26/2017

Our proposal is based on the following assumptions:

- Project will be designed in AutoCAD
- 60% and 90% Deliverables shall be electronic PDF file format.
- Final Bid Documents shall be signed and sealed and (3) hardcopies delivered to the client, along with electronic files in PDF and Microsoft Word format.
- Specifications will be CSI MasterFormat

Our proposal is based on the following exclusions or additional services that are available by our team:

- Providing cable testing of existing cable systems to ensure all cables to be reused meet the TIA performance standards.
- Changes of scope from that documented in the Assessment Report and Task Order Amendment 1 referenced above, or changes requested at the Kickoff meeting will be additional services.
- Wireless passive, predictive or active surveys during design or construction can be provided as additional services.

SCHEDULE

Our design services will follow the project schedule outlined in Task Order Proposal Amendment 1:

- Kickoff Meeting - Minimum 7 days after NTP
- 60% Schematic Design - 6 weeks after NTP
- 60% SD QC Review & Submittal - 1 week
- 60% Design Review Meeting - 1 week after Submittal
- 90% Design Documents - 4 weeks after 60% Review Meeting
- 90% SD QC Review & Submittal - 1 week
- 90% Design Review Meeting - 1 week after Submittal
- 100% Bid Set Design Documents - 3 weeks after 90% Review Meeting

Name: John Carrigan
Company: RS&H
Re: Amarillo Airport Security Upgrades – R1
Project Number: 1703.01
Date: 01/26/2017

COMPENSATION

Our design fee will be a total of **\$78,000** and will cover the scope of services listed above, with the following breakdown:

- **Security Design - \$70,800**
 - 60% Design - \$24,475
 - 90% Design - \$24,038
 - 100% Design - \$22,287
- **Travel Expenses - \$6,750**
- **Repro/Shipping Expense - \$450**

Travel required beyond the quantity specified in this proposal shall be reimbursable and shall be billed at actual cost.

For additional services performed by us or our consultants, work falling outside the scope of work described above, we propose compensation for additional fees on an hourly or lump sum basis as determined prior to commencement of work. Hourly rates listed in the following table:

Staff Category	Billing Rate
Principal Consultant	\$180.00
Senior Consultant/PM	\$150.00
Senior Designer	\$135.00
BIM/CAD Designer	\$85.00
Admin Support	\$60.00

Invoices shall be submitted monthly to RS&H by the 3rd of every month.

This proposal shall remain valid for 180 days. After such time, we reserve the right to re-evaluate the terms and conditions of this proposal.

We appreciate the opportunity to furnish our proposal on this prestigious assignment. We look forward to working with you and your team.

Name: John Carrigan
Company: RS&H
Re: Amarillo Airport Security Upgrades – R1
Project Number: 1703.01
Date: 01/26/2017

~~Please indicate your acceptance of this proposal by signing below and feel free to contact us, should you have any questions regarding this proposal.~~

~~Accepted by:~~

~~Signature: _____~~
~~Printed Name: _____~~
~~Title: - _____~~
~~Date: - _____~~

Sincerely,



Todd J. Hill, PMP RCDD
President

AJT Technology Designs Inc



BOARDS AND COMMISSONS – VACANCIES

Amarillo Economic Development Corporation (3-year terms)

12/21/2010 Ginger Nelson 03/31/2018 (resigned)

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

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

Bi-City County Health District Board (3-year terms)

02/12/2005 Belinda Taylor 01/31/2017

Community Development Advisory Committee (2-year terms)

02/01/2005 Glenda Grisham 12/31/2016 (NW)
 02/13/2007 Rita Saldierna 12/31/2016 (NE)
 12/20/2011 Sabrina Sisneros 12/31/2016 (SE)

Construction Advisory and Appeals Board (3-year terms)

11/01/2011 Frank Wilburn 12/31/2016 (Plumbing)

Quail Creek Public Improvement District Advisory Board (3-year terms)

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

Traffic Advisory Board (3-year terms)

11/27/2012 Walt Kelley 11/26/2018 (resigned)

02/08/2017